



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><i>* See below</i></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* No Fiscal Impact for this item at this time. The Department will process a Budget Amendment to request additional funding from the Board in FY 2013, when services are identified.

C. Departmental Fiscal Review: *CMS*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]* 9/11/2012  
OFMB  
*9/10/12 mm 9-10-12*

*[Signature]* 9/11/12  
Contract Dev. and Control

**B. Legal Sufficiency:**

*[Signature]* 9/13/12  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**AMENDMENT NO. 7 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
RICONDO & ASSOCIATES, INC.  
FOR  
GENERAL CONSULTING SERVICES FOR ARCHITECTURAL, ENGINEERING, CONSTRUCTION  
MANAGEMENT AND LAND DEVELOPMENT  
AT  
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 7 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County, Florida (COUNTY) and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 20 North Clark Street, Suite 1500, Chicago, IL 60602, whose Federal Tax I.D. number is 36-3663903.

WITNESSETH

WHEREAS, on October 6, 2009, the County entered into an Agreement (R2009-1643) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, on March 9, 2010, the COUNTY entered into an Amendment #1 (R2010-0324) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on April 20, 2010, the COUNTY entered into an Amendment #2 (R2010-0605) with the CONSULTANT to include additional language to the original Agreement related to the Office of Inspector General Ordinance; and

WHEREAS, on September 14, 2010, the COUNTY entered into an Amendment #3 (R2010-1391) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on February 24, 2011, the COUNTY entered into an Amendment #4 (R2011-0503) with the CONSULTANT to remove language in the Agreement associated with the imposition of an Inspector General Fee ("IG Fee"); and

WHEREAS, on September 13, 2011, the COUNTY entered into an Amendment #5 (R2011-1336) with the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract and to amend the Contract to include changes to Article 10 – Insurance; and

WHEREAS, on December 6, 2011, the COUNTY entered into an Amendment #6 (R2011-1906) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, Article 2 of the Contract defines the performance period of the contract as two (2) years, with two (2) one (1) year renewal options, the exercise of which are within County's sole control and discretion, and

WHEREAS, it is the County's desire to exercise the second one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The parties hereby agree to amend the Contract to include the second one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.
2. The parties hereby agree to amend the Contract to include the following language:

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

3. The parties hereby agree to amend the Contract to include the following language:

Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Seventh Amendment to the Contract to be signed by the Chair of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, RICONDO & ASSOCIATES, INC., has caused these presents to be signed in its corporate name by its duly authorized officer Pedro Ricondo, Vice President, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA

SHARON R. BOCK  
CLERK AND COMPROLLER

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

WITNESS:

CONSULTANT:

*[Signature]*  
SIGNATURE

Ricondo & Associates, Inc.  
COMPANY NAME

David Barnacorti  
Name (type or print)

*[Signature]*  
Signature

Pedro Ricondo  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Vice President  
Title

BY: \_\_\_\_\_  
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Department Director



