

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include use of federal funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Program _____


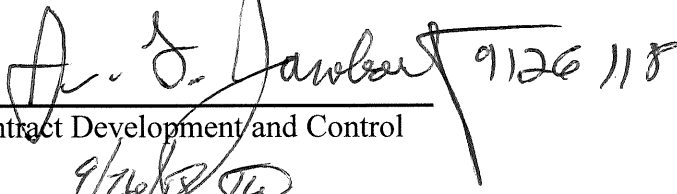
B. Recommended Sources of Funds/Summary of Fiscal Impact:

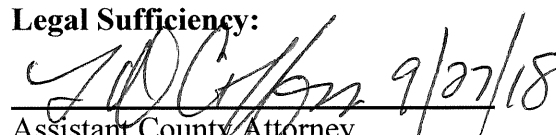
* Potential maximum fiscal impact is \$399,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

	
OFMB	Contract Development and Control
9/20/18	9/26/18

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Chickee Hut** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Big Cypress Tiki Huts, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 5, 2015, the parties hereto entered into the Annual Contract (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 4, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

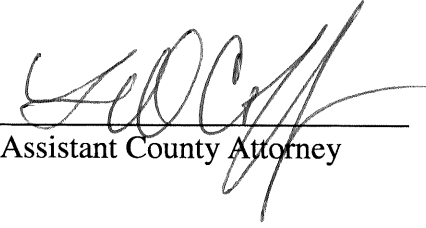
PALM BEACH COUNTY, a political
subdivision of the State of Florida

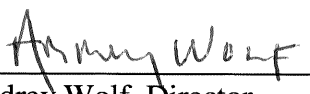
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

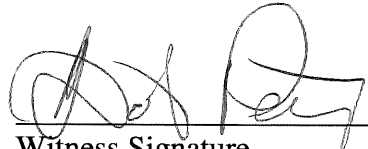
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

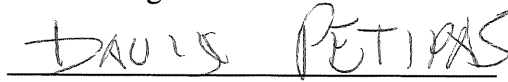
APPROVED AS TO THE TERMS
AND CONDITIONS

By: 
Assistant County Attorney


By: 
Audrey Wolf, Director
Facilities Development & Operations


CONTRACTOR: Big Cypress Tiki Huts, Inc.




Witness Signature


Print Witness Name

By: 

Signature
Name: 

Title: 

(SEAL)