

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative)

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

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

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

*Fiscal Impact cannot be determined at this time. Individual CSAs 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.

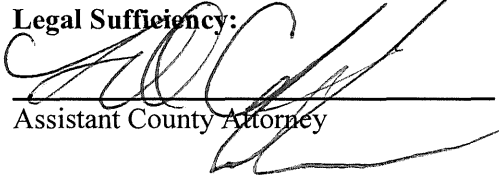
C. Departmental Fiscal Review:  _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 _____
 OFMB *2/11/2020*
LM 8/18

 _____
 Contract Development and Control
8-27-20 TW

B. Legal Sufficiency:
 _____
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**AMENDMENT NO. 1 TO CONTINUING CONTRACT FOR
LANDSCAPE DESIGN AND MAINTENANCE SERVICES**

This is Amendment No. 1 dated _____ to the Contract (R-2017-1318) dated September 26, 2017 (collectively the "Contract") by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and Kurisu, LLC, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the Contract under which the CONSULTANT provided certain professional services to the COUNTY for various projects in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional two (2) year period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is renewed for two (2) additional years through September 30, 2022.
2. ***Section 7.13.2 of the Contract is replaced in its entirety with the following:***

7.13.2 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

3. *Section 7.26 of the Contract is replaced in its entirety with the following:*

7.26 SCRUTINIZED COMPANIES.

7.26.1 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

7.26.2 **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 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 or is engaged in business operations in Cuba or Syria.

7.26.3 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

4. *Section 4 of the Contract is replaced in its entirety with the following:*

SECTION 4 - TERM

The Contract term shall commence after approval and execution of this Contract by both parties but no earlier than October 1, 2017, and continue for a term of three (3) years with one (1) two-year option for renewal upon the agreement of the parties.

5. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.
6. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.
7. CONSULTANT was selected under the County's Small Business Enterprise (SBE) Ordinance which continues to apply to this Contract. CONSULTANT has achieved 100% SBE participation to date on this Contract.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

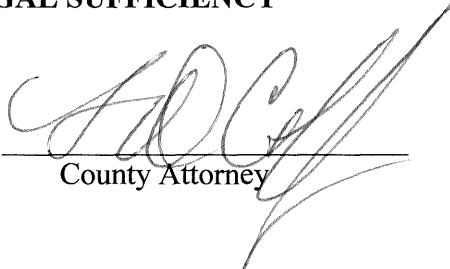
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

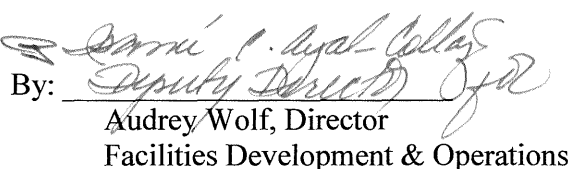
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: Kurisu, LLC


Signature


Signature

Katherine Hartner
Name (type or print)

HOICHI KURISU
Name (type or print)

President
Title

(Corporate Seal)

