

12/9/2021
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	<u>X</u>
Does this item include use of federal funds?	Yes	_____	No	_____	<u>X</u>
Budget Account No.:	Fund _____	Department _____	Unit _____		
	Object _____	/Revenue Source _____	Program _____		

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Beverly Thompson

III. REVIEW COMMENTS

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

Robert Raw 11/24/21

OFMB ME 11/24/21

MG 11/24/21

Mr. J. Anderson 12/8/21

Contract Development & Control

12-7-21 TW

B. Legal Sufficiency:

Sean-Adel Williams

Assistant County Attorney

C. Other Departmental Review:

Donna L. Ayala-Gallardo

Department Director

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

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN PALM BEACH COUNTY AND THE MORIKAMI, INC.
FOR THE FUNDING, SUPPORT AND USE OF THE MORIKAMI MUSEUM AND
JAPANESE GARDENS**

This Amendment No. 1 (“Amendment”) is made and entered into on _____
2021 by and between **Palm Beach County** (“County”), a political subdivision of the State of
Florida and **The Morikami, Inc.** a Florida not-for-profit corporation (the “Corporation”).

WITNESSETH

WHEREAS, on May 5, 2020, the parties hereto entered into the Agreement for the
Funding, Support and Use of the Morikami Museum and Japanese Gardens (R2020-0526)
(hereinafter the “Agreement”) under which the Corporation provides financial, operational and
advisory support to the County for the County’s Morikami Museum and Japanese Gardens; and

WHEREAS, the parties now desire to amend and modify certain provisions of the
Agreement.

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

- 1. Recitals.** The above recitals are true and correct and incorporated herein by reference.
- 2. Agreement Modifications and Additions.** The following provisions of the Agreement are
modified as follows:

**Section 3.34 of the Agreement is deleted in its entirety and replaced with the following new
provision:**

3.34 Capital Improvements. Capital Improvement projects performed by the Corporation,
regardless of whether funded by the County or the Corporation, shall require County approval
subject to County Policy PPM CW-O-095 as may be amended. For jointly funded projects, the
County in its sole discretion may elect to reimburse the Corporation for capital improvements
that it makes on behalf of the County up to a maximum of two hundred and fifty thousand
dollars per project. Requests for reimbursement of eligible capital improvements shall be
submitted to the County along with proof of performance and payment, including, without

limitation, vendor invoices and corresponding canceled checks or bank advices. The Corporation understands and acknowledges that prior to payment, all invoices need to be approved by both the County and the Clerk & Comptroller's Finance Department. The County will endeavor to reimburse the Corporation for eligible expenses within 45 days of County approval of invoices. The County shall have the right to fund and make any capital improvement, addition, modification or repair to the Museum Premises it determines is warranted or is deemed reasonably necessary.

3. **All Other Terms Affirmed.** In all other respects, the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Jean-Adel Williams
Assistant County Attorney

By: Em. Coel
Director, Parks and Recreation

By: Donna P. Galt
Director, FDO

Witness:

Paul D Connell
Witness Signature

PAUL D CONNELL
Witness Name Printed

The Morikami, Inc.

By: Celia Turner Zahringer
Celia Turner Zahringer
President, Board of Trustees

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach, FL 33445 561 278-0448	CONTACT NAME: Evelyn D. Ambler PHONE (A/C, No, Ext): 561 900-1636 E-MAIL ADDRESS: eambler@cbiz.com FAX (A/C, No): 561 276-8261
INSURED The Morikami, Inc. 4000 Morikami Park Road Delray Beach, FL 33446	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity INSURER B : Zenith Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18058 13269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BINDER1344012	09/30/2021	09/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BINDER1344012	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			BINDER1344436	09/30/2021	09/30/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z065509619	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc# 2 - 4000 Morikami Park Rd Storage; Delray Beach, FL
Building # 1 Museum Storage Building

CERTIFICATE HOLDER Palm Beach County Parks and Recreation Department Director of Parks and Recreation 2700 Sixth Avenue South Lake Worth, FL 33461-4727	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rose Ann McEwen
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