

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(161,000)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(161,000)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4413
 Reporting Category _____

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

Approval of the amendment will result in an additional year of revenue from the USPS.

C. Departmental Fiscal Review: C. M. Quinn

III. REVIEW COMMENTS

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

James D. ... 9-18-07
 OFMB
 9/18/2007

Ann J. ... 9/18/07
 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

James Brub
 Assistant County Attorney

C. Other Department Review:

 Department Director

**SECOND AMENDMENT TO
AIR FREIGHT BUILDING LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
UNITED STATES POSTAL SERVICE**

This Second Amendment (this "Amendment") is made and entered into _____, 2007 by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and United States Postal Service, an agency of the Federal Government of the United States, having its Area Facilities Service Office at 1735 North Brown Road, Suite 200, Lawrenceville, Georgia 30043-8153 ("LESSEE").

WITNESSETH:

WHEREAS, pursuant to that certain Air Freight Building Lease Agreement between COUNTY and LESSEE dated May 6, 1997 (R-97-555-D) as amended by that certain First Amendment dated September 12, 2006 (R-2006-1896) (the "Lease"), LESSEE leases certain ground area at the Palm Beach International Airport for the purpose of processing air couriered mail and cargo; and

WHEREAS, the parties now desire to amend the Lease to extend the expiration date of the Lease; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of COUNTY to approve this Amendment to provide for the extension of the Term (as hereinafter defined).

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

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.
2. Article I of the Lease is hereby deleted in its entirety and replaced with the following:

ARTICLE I
EFFECTIVE DATE, TERM

1.01 **Effective Date.** This Lease shall become effective when signed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

1.02 **Term.** The term of this Lease shall commence on December 15, 1996, and shall terminate on September 30, 2008, unless terminated earlier in accordance with the terms and conditions of this Lease.

1.03 **Termination for Convenience.** Notwithstanding any provision of this Lease to the contrary, either party may terminate this Lease upon thirty (30) days prior written notice to the other party. Upon termination of this Lease pursuant to this Article 1.03, the parties shall be relieved of all further obligations hereunder, with the exception of those obligations that expressly survive termination.

3. Article III of the Lease is hereby amended to add the following:

3.01.1 **Annual Rental Commencing on October 1, 2007.** Commencing on October 1, 2007, LESSEE shall pay to COUNTY annual rental in the amount of One Hundred Sixty One Thousand Dollars (\$161,000.00), which shall be payable in accordance with the terms and conditions of this Lease.

4. Article XXX of the Lease is hereby deleted in its entirety.

5. Except as specifically modified herein, all of the terms and conditions of the Lease remain unchanged and in full force and effect and COUNTY and LESSEE hereby ratify, confirm, and adopt the Lease as amended hereby.

6. This Amendment shall become effective when signed by the parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, COUNTY has caused this Amendment to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and LESSEE, United States Postal Service, has caused these presents to be signed in its lawful name by its duly authorized officer, the Contracting Officer acting on behalf of LESSEE, and the seal of LESSEE to be affixed hereto the day and year first written above.

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: *[Signature]*
Director, Department of Airports

ATTEST:
Signed, sealed and delivered in the
Presence of two witnesses for Tenant:

United States Postal Service:

[Signature]
Signature
MARY A. Reed
Typed or Printed Name

By: *[Signature]*
KENNY BRITAIN
Typed or Printed Name Corporate Officer

[Signature]
Signature
DONNA Kemp
Typed or Printed Name

Title: *Contracting Officer*

(Corporate Seal)