



**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>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(13,898)</b></u>	<u><b>(13,898)</b></u>	<u><b>(13,898)</b></u>	<u><b>(13,898)</b></u>	<u><b>(13,898)</b></u>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No x  
 Budget Account No: Fund 4100 Department 120 Unit 8430 Object 4413  
 Reporting Category \_\_\_\_\_

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

This Amendment will provide for an overall revenue increase to the County. This Amendment will provide for an additional charge of \$22,835 for use of certain common areas by the GSA and a reduction of other leasehold revenues in the amount of \$8,937 for a net revenue increase of \$13,898. Rates are subject to adjustment on an annual basis.

C. Departmental Fiscal Review: *(Michael Scimmur)*

**III. REVIEW COMMENTS**

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

*(Signature)* 11-29-07  
 OFMB  
 11/29/07  
 11-29-07

*(Signature)* 11/29/07  
 Contract Dev. and Control  
 11/29/07  
**This amendment complies with our review requirements.**

B. Legal Sufficiency:  
*(Signature)* 12/4/07  
 Assistant County Attorney

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

**SIXTH AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT BETWEEN  
PALM BEACH COUNTY AND  
THE GENERAL SERVICES ADMINISTRATION**

**THIS SIXTH AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT** (this "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and the General Services Administration, an Executive Agency of the United States of America ("Lessee").

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports (the "Department") owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, pursuant to that certain Terminal Building Lease Agreement between County and Lessee dated March 11, 2003 (R2003-0355), as amended (the "Lease"), Lessee leases 4,911 square feet of space, consisting of 1,045 square feet of Type 2 Space at a rate of \$66.20 per square foot, and 3,866 square feet of Type 4 Space at a rate of \$51.49 per square foot, for an annual rental of \$268,239.34; and

**WHEREAS**, the parties have agreed to a reduction in Lessee's leased premises to 4,776 square feet of space, consisting of 910 square feet of Type 2 Space at the current rate of \$66.20 per square foot and 3,866 square feet of Type 4 Space at the current rate of \$51.49 per square foot, and has license to use the ATO Common Office Area (as hereafter defined), for an annual rental of \$282,138.26, as of the effective date of this Amendment; and

**WHEREAS**, LESSEE acknowledges the rental rates set forth above are adjusted annually; and

**WHEREAS**, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and 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 foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Article 3.01 of the Lease is hereby deleted in its entirety and replaced with the following:

3.01 Term. This Lease shall become effective on November 1, 2002 and shall terminate on October 31, 2008 (the "Term"), unless sooner terminated as provided for herein.

3. Article 1 of the Lease is hereby amended to add the following definitions:

1.10 "ATO Office Common Area" means the common hallways, bathrooms and break area, more particularly identified on the attached Exhibit "A" as "ATO Office Common Area" that Lessee shall have the nonexclusive license to use in common with other tenants of the ATO Office Space.

1.11 "ATO Office Common Area Charge" means a license fee assessed to Lessee for its use of ATO Office Common Area pursuant to Article 4.02(C) of this Lease.

1.12 "ATO Office Space" means the ticket office spaces located on the third level of the Terminal Building, which are more particularly identified on the attached Exhibit "A" as "ATO Office Space" and includes the Ticket Offices leased to Lessee.

4. Article 2.04 of the Lease is hereby amended to add the following paragraph:

(C) Lessee shall also have the nonexclusive right to use the ATO Office Common Area. Lessee's right to use the ATO Common Area shall be in common with all other tenants of the ATO Office Space. The rights provided for herein shall be subject to rules and regulations established by County and the Department and any and all reasonable, nondiscriminatory fees and charges established by County for such uses.

5. Article 4.02 of the Lease is hereby amended to add the following paragraph:

C. ATO Office Common Area Charge. Lessee shall pay to COUNTY the ATO Office Common Area Charge for its use of ATO Office Common Area commencing on November 01, 2007. The ATO Office Common Area Charge shall be calculated as follows:

ATO Office Common Area Charge =

$$\frac{\text{Square Footage of Ticket Office Space Leased to Lessee}}{3440 \text{ Square Feet of ATO Office Space}} \times 1304 \text{ square feet} \times \text{Type 2 Space Rate}$$

The ATO Office Common Area Charge shall be payable in arrears, without demand, in equal monthly installments on or before the tenth (10<sup>th</sup>) day of each month. The ATO Office Common Area Charge shall be adjusted each October 1<sup>st</sup> throughout the Term of this Lease in accordance with Article 4.04 of this Lease. In addition to any other remedy provided for in this Lease, the Department, on behalf of County, shall have the right to revoke Lessee's license to use the ATO Office Common Area in the event Lessee fails to pay the ATO Office Common Area Charge when due.

6. As of the effective date of this Amendment, Lessee leases approximately 910 square feet of Ticket Office Space; therefore, the ATO Office Common Area Charge will initially be \$22,835.92 (i.e., 910 square feet / 3,440 square feet x 1,304 square feet x \$66.20 = \$22,835.92).

7. The parties agree that, effective November 01, 2007, Exhibit "A", dated August 17, 2007, to the Lease shall be replaced with the attached Exhibit "A", dated November 01, 2007, which is hereby incorporated herein.

8. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

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

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have 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 by the Clerk of the Board, pursuant to the authority granted by the Board and the General Services Administration, an Executive Agency of the United States of America, has caused these presents to be signed in its name by its duly authorized officer, the Contracting Officer, acting on behalf of the Lessee, the day and year first written above.

**ATTEST:**

Sharon R. Bock, Clerk and Controller

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

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, by its Board of County Commissioners

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
Director - Department of Airports

**ATTEST:**

Signed, sealed and delivered in the Presence of two witnesses for LESSEE

**LESSEE:**

**GENERAL SERVICES ADMINISTRATION**

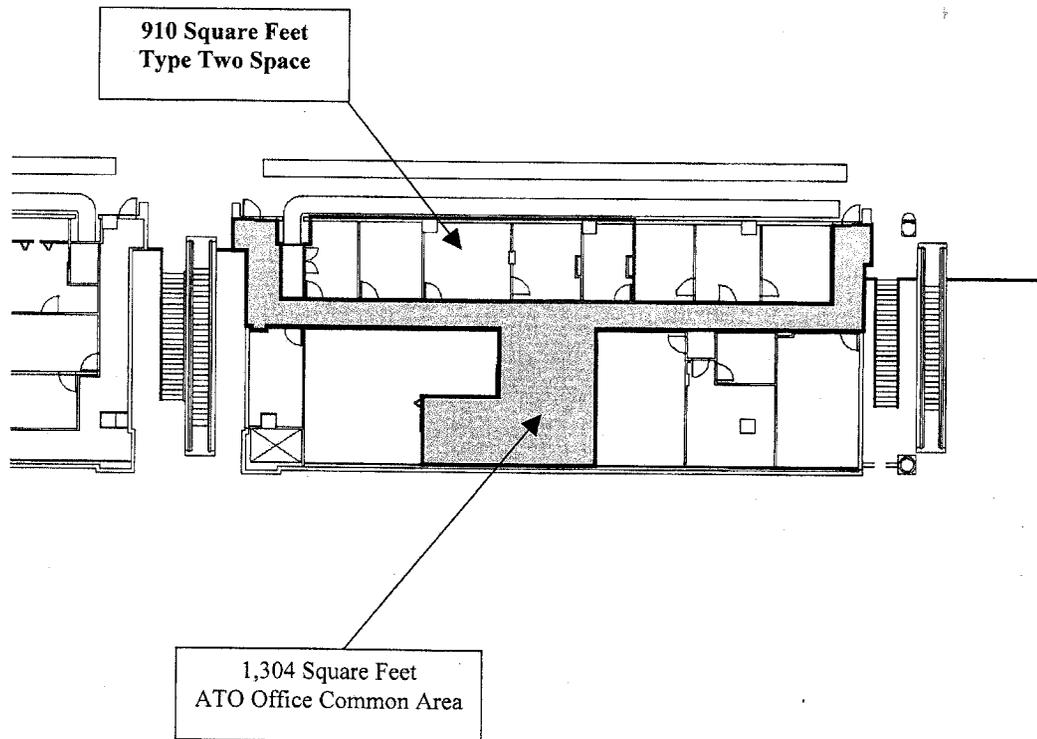
Andrea P Cooney  
Signature  
Andrea P Cooney  
Print Name

By: Louise Long 11/5/07  
Louise Long  
Contracting Officer

Brenda Dimarzio  
Signature  
BRENDA DIMARZIO  
Print Name

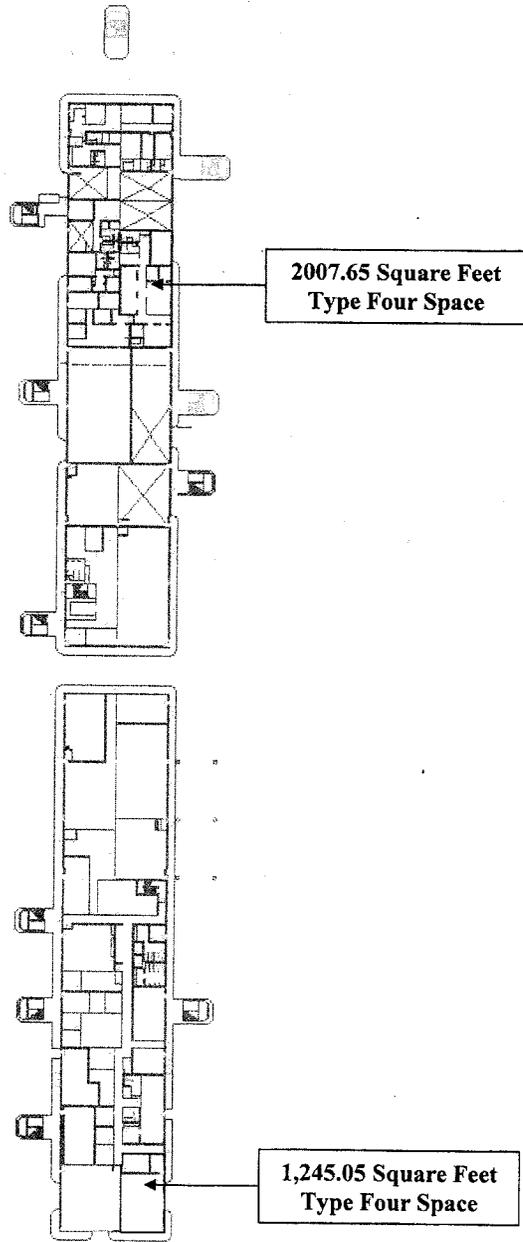
**Terminal Building Lease Agreement with General Services Administration  
Exhibit "A" – Leased Premises**

Third Level – Palm Beach International Airport  
ATO Office Space



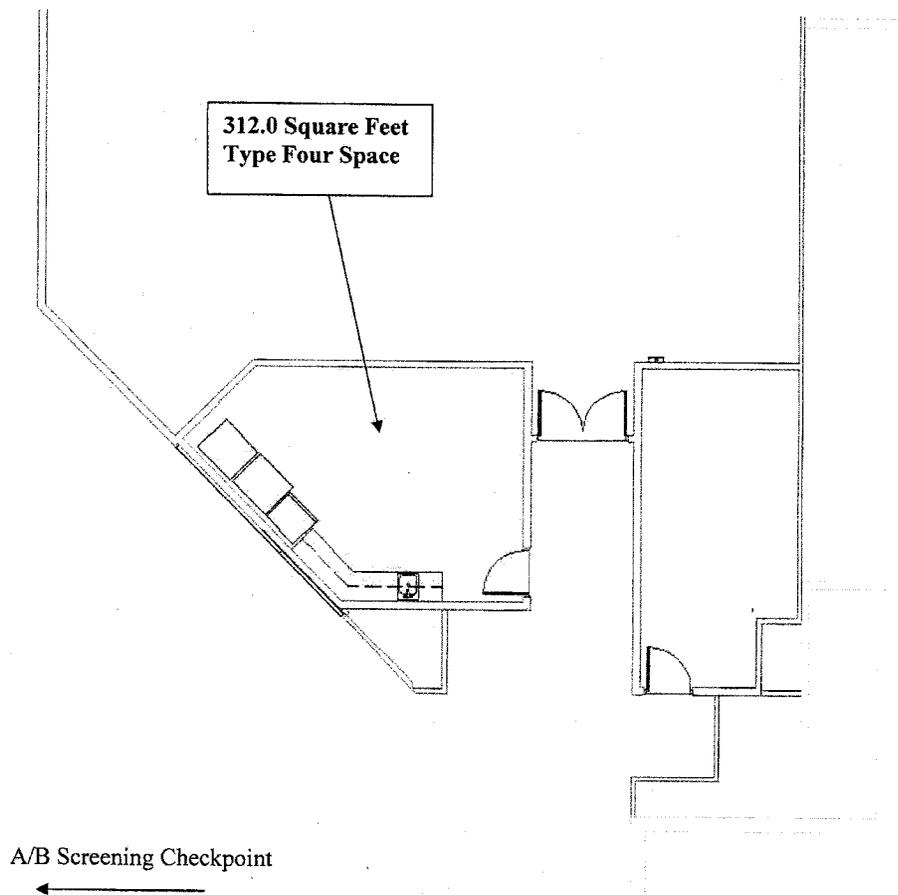
**Terminal Building Lease Agreement with General Services Administration  
Exhibit "A" – Leased Premises**

First Level – Concourse C  
Palm Beach International Airport



**Terminal Building Lease Agreement with General Services Administration  
Exhibit "A" – Leased Premises**

Second Level – A/B Checkpoint  
Palm Beach International Airport



**Terminal Building Lease Agreement with General Services Administration  
Exhibit "A" – Leased Premises**

Second Level – C Checkpoint  
Palm Beach International Airport

