

AGENDA ITEM SUMMARY

I. EXECUTIVE BRIEF

Date _____

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)					
NET FISCAL IMPACT	<u>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</u>	<u>(13,898)</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: *C. Michael Seim*

III. REVIEW COMMENTS

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

[Signature] 11/29/07
OFMB
11/27/2007
11/29/07
11/21

[Signature] 11/30/07
Contract Dev. and Control

B. Legal Sufficiency:

James Butler 12/4/07
Assistant County Attorney

11/29/07

This amendment complies with
our review requirements.

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 (10th) day of each month. The ATO Office Common Area Charge shall be adjusted each October 1st 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

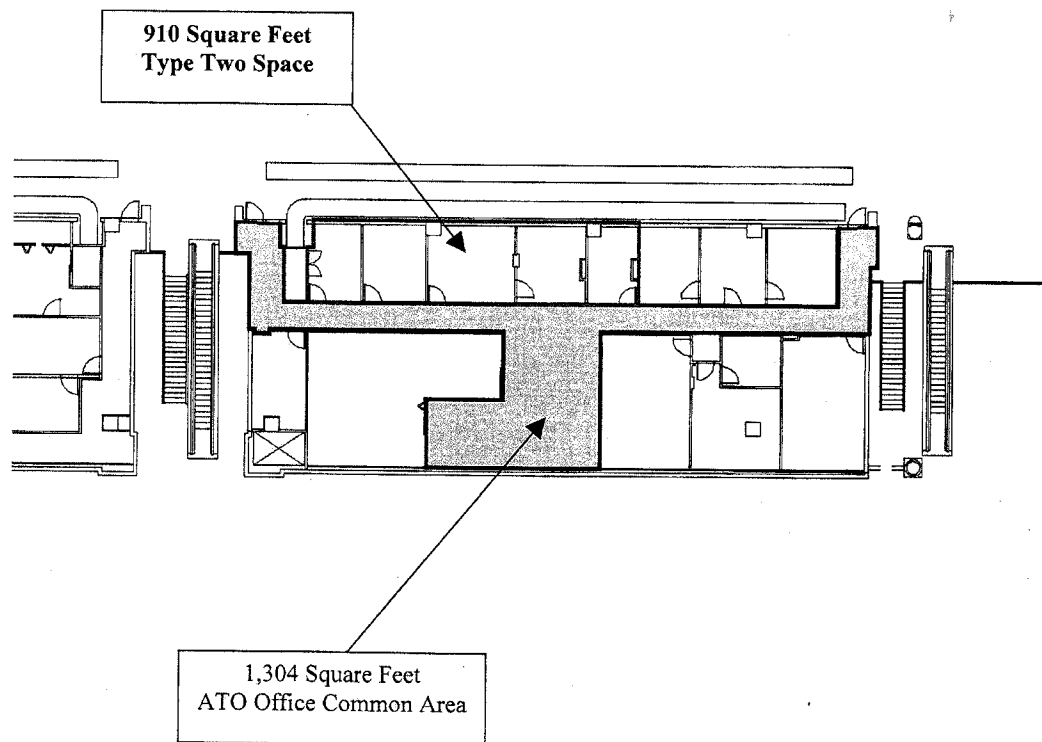
Andrea P Cooney
Signature
Andrea P Cooney
Print Name

Brenda Dimarzio
Signature
BRENDA DIMARZIO
Print Name

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

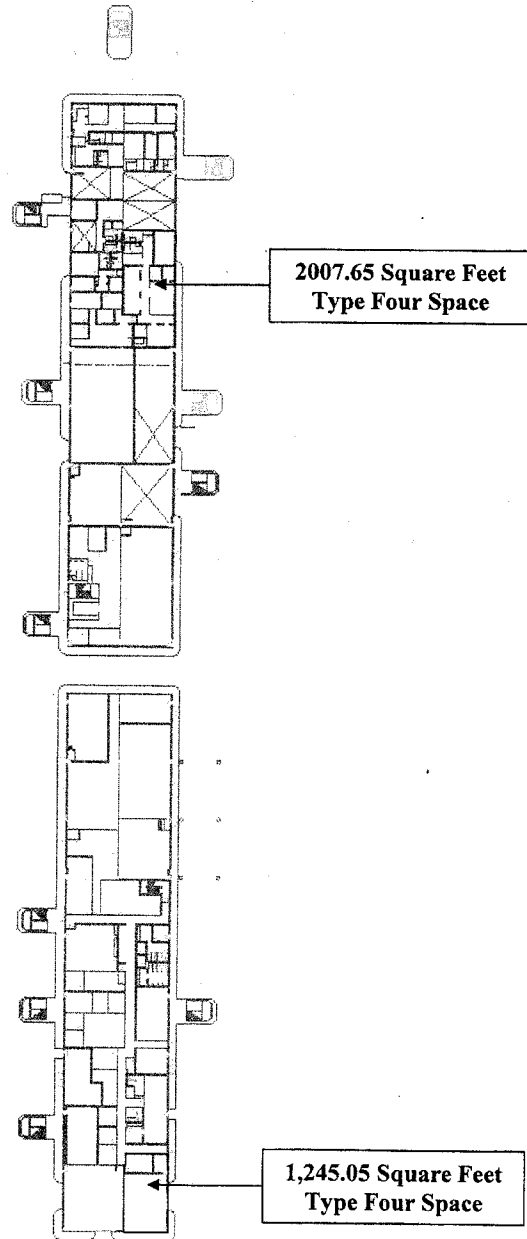
Terminal Building Lease Agreement with General Services Administration
Exhibit "A" – Leased Premises

Third Level – Palm Beach International Airport
ATO Office Space



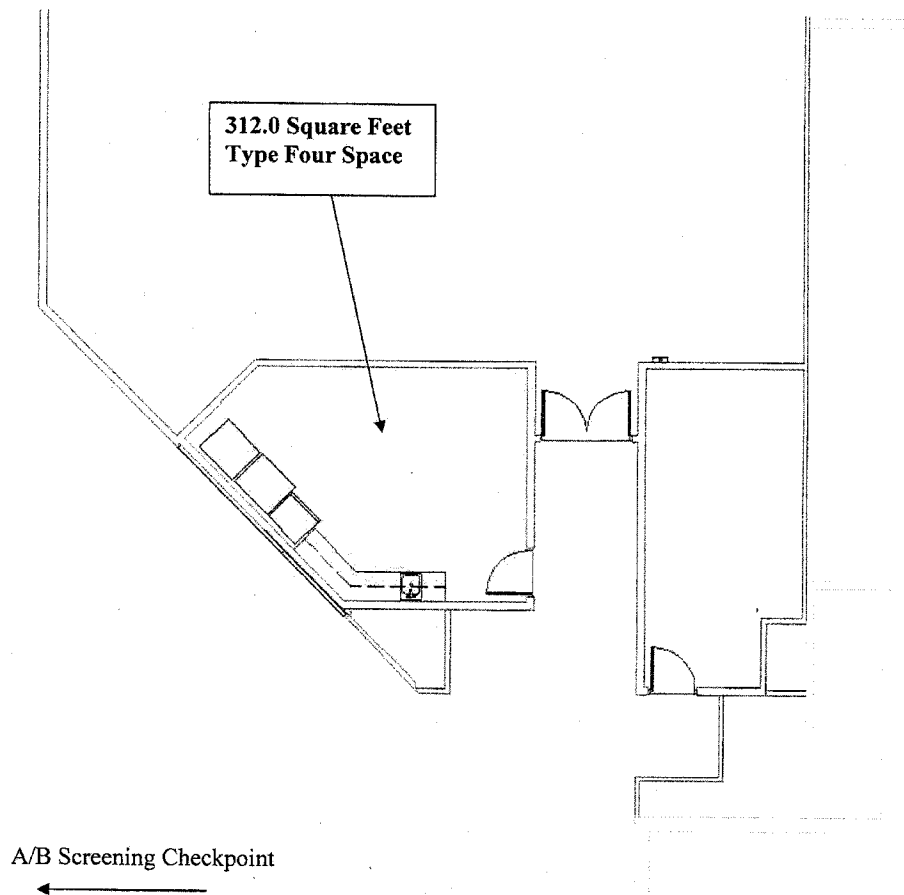
**Terminal Building Lease Agreement with General Services Administration
Exhibit "A" – Leased Premises**

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

