



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

\* No Fiscal Impact.

C. Departmental Fiscal Review:                     C. M. Summers                    

**III. REVIEW COMMENTS**

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

                    Mel Sullivan                     10/1/07  
 9/20/09 OFMB VA 9/29/09 CA 9/28/09

                    D. J. Jacob                     10/1/09  
 Contract Dev. and Control

**B. Legal Sufficiency:**

This item complies with current County policies.

                    H. J.                     10/2/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

# Novation Agreement

This NOVATION AGREEMENT ("Novation") is made and entered into as of \_\_\_\_\_, 2009 ("Effective Date"), between United Parcel Service, Inc., a corporation organized and existing under the laws of the State of Ohio (hereinafter referred to as "Transferor"), United Parcel Service Co., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Transferee"), and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, Transferor and County have heretofore entered into that certain Airfreight Building Lease dated November 20, 1996 (R-96-2014-D), which remains in full force and effect, as amended or otherwise modified, to the date hereof (hereinafter referred to as the "Agreement") and the defined terms therein being used with the same meaning.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Transferor, Transferee and County hereby agree to this Novation and accordingly, that all of the rights, duties and obligations of Transferor under the Agreement are hereby transferred to Transferee as of the Effective Date. County recognizes Transferee as Transferor's successor in interest in and to all of Transferor's rights, duties and obligations under the Agreement as if the Transferee were the original party to the Agreement. The Transferee ratifies all previous actions taken by the Transferor with respect to the Agreement, with the same force and effect as if the action had been taken by the Transferee. Following the Effective Date of this Novation, the term "LESSEE" as used in the Agreement, shall refer to the Transferee.

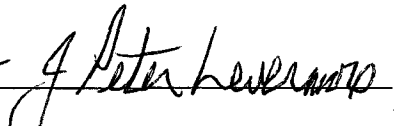
In all other aspects the terms, conditions and charges of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Novation to be duly executed in triplicate by their respective authorized officers as of the Effective Date.

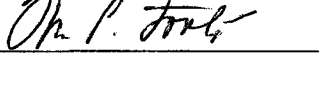
**United Parcel Service Co.**

**Signed in the presence of two witnesses:**

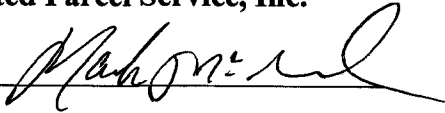
By: 

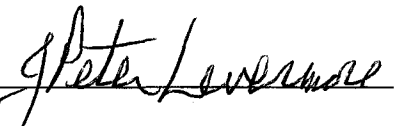
J. PETER LEVERMORE   
Print Name / Signature

Its: Vice President \_\_\_\_\_

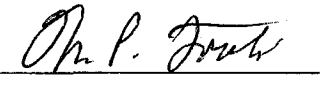
THOMAS P. FOOTE   
Print Name / Signature

**United Parcel Service, Inc.**

By: 

J. PETER LEVERMORE   
Print Name / Signature

Its: Assistant Treasurer \_\_\_\_\_

THOMAS P. FOOTE   
Print Name / Signature

**ATTEST:**  
**Sharon R. Bock,**  
**Clerk and Comptroller**

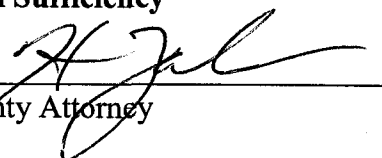
**Palm Beach County,**  
**A Political Subdivision of the**  
**State Of Florida, by its Board of**  
**County Commissioners**


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

By: \_\_\_\_\_  
John F. Koons, Chairman

**Approved as to Form and**  
**Legal Sufficiency**

**Approved as to Terms**  
**and Conditions**

By:   
County Attorney

By:   
Director, Department of Airports

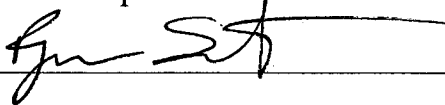
**AUTHORIZATION OF CORPORATE OFFICER**

I, Ryan C. Swift, Assistant Secretary of United Parcel Service, Inc., an Ohio corporation, do hereby certify that Mark McCloud, a duly elected Assistant Treasurer of this corporation is authorized to act in the name and behalf of said corporation and to execute real estate and such other instruments as he may deem necessary and advisable and on such terms and conditions as he may approve. The execution and delivery of such documents shall be conclusive evidence of the approval and authority so to act.

It is further certified that Mark McCloud, having previously been duly elected an Assistant Treasurer of United Parcel Service, Inc., an Ohio corporation, continues to hold such office and authority thereunder as of the day and year subscribed below.

Dated: September 14, 2009

UNITED PARCEL SERVICE, INC.,  
an Ohio corporation



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Ryan C. Swift, Assistant Secretary