

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	- 0 -	-0-	- 0 -	- 0 -	-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0- <i>* see below</i>	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

* There is no fiscal impact to the County as a result of this Amendment.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

Jim O'Neil
 OFMB VA 8/26/10 8/25/10

Dr. J. J. [Signature] 8/27/10
 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 8/27/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

**SECOND AMENDMENT TO LEASE AGREEMENT FOR FIXED BASE OPERATION
AT PALM BEACH INTERNATIONAL AIRPORT BETWEEN PALM BEACH COUNTY
AND SIGNATURE FLIGHT SUPPORT CORPORATION**

This Second Amendment to Lease Agreement (this "Amendment") is made and entered into this _____, 2010 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Signature Flight Support Corporation, a Delaware Corporation, having its office and principal place of business at 1500 Perimeter Road, West Palm Beach, Florida 33406 ("Tenant").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Lease Agreement For Fixed Base Operation At Palm Beach International Airport dated September 30, 2004 (R-2004-1990), as amended (the "Lease"); and

WHEREAS, the parties now desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and 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. Article 5.11, Adjustment of Rentals, of the Lease is hereby deleted and replaced in its entirety with the following:

5.11 Adjustment of Rentals.

A. Commencing on October 1, 2010, and each three (3) year anniversary thereof (such date and each anniversary thereof, an "Adjustment Date"), the annual rental rates shall be adjusted and the new annual rental shall be determined as hereinafter set forth.

1. Prior to the Adjustment Date, the Department shall select a qualified M.A.I. appraiser who shall appraise those portions of the Premises, which Tenant is obligated to pay rental for the use and occupancy of pursuant to this Lease, to determine their fair market rental value. The Department shall submit to Tenant a written statement of the then current fair market rental values as established by the appraisal and annual rental rates provided for herein shall be adjusted to equal the values set forth in the appraisal. The adjusted annual rental shall be payable commencing on the Adjustment Date.
2. Notwithstanding the foregoing the adjusted annual rental payable by Tenant shall not exceed an amount that would be obtained by multiplying the Base Rental by a fraction, the numerator of which shall be the Consumer Price Index figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the Base Rental Year.

3. For purposes hereof, the following terms have the meanings set forth below:
 - a. "Base Rental" means the annual rental: (i) set forth in Articles 5.01 and 5.02 established on October 1, 2004; and (ii) for the buildings and improvements provided for in Article 5.03 established on the dates set forth in Article 5.03.
 - b. "Base Rental Year" means the calendar year in which the Base Rental applicable to such ground area, building or improvement is first established pursuant to this Lease.
 - c. "Consumer Price Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States City Average, all items, 1982 - 1984 = 100, not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor ("Bureau of Labor Statistics"). In the event that the Bureau of Labor Statistics ceases to use 1982 - 1984=100 as the standard reference index base period, the then current standard reference index base period shall be utilized. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.
4. This Lease shall automatically be considered as amended, without formal amendment hereto, upon written notification by the Department to Tenant of the annual rental rates established pursuant to this Article 5. Any delay or failure of County in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjusted annual rental from the applicable Adjustment Date. Notwithstanding any provision of this Lease to the contrary, annual rental rates shall not be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the rental Adjustment Date.
5. Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges and agrees that County shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

2. Article 21, Laws, Regulations, and Permits, of the Lease is hereby amended to add the following:

21.05 Inspector General. Pursuant to Ordinance No. 2009-049, County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with County and receiving County funds are required to fully cooperate with the Inspector General, including receiving access to records relating to this Lease. Tenant shall cooperate with the Inspector General in any inspections, audits, reviews or investigations instituted pursuant to Ordinance No. 2009-049, as may be amended, related to this Lease. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractors, and their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect corruption and fraud.

3. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

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

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
Burt Aaronson, Chair

(SEAL)

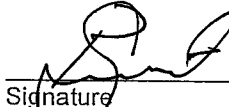
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Department of Airports

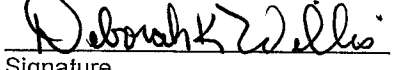
Signed, sealed and delivered in
the presence of two witnesses
for Tenant:



Signature

Robert P. Gantt

Print Name



Signature

Deborah K Willis

Print Name

TENANT:

Signature Flight Support Corporation

By: 

Signature

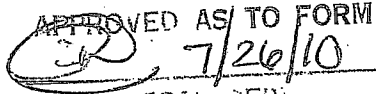
Maria Sastre

Print Name

Vice President

Title

(Seal)

APPROVED AS TO FORM:


LEGAL DEPT