

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>*see below</i> _____	_____	_____	_____	_____
# 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:

- \* The current Lease Term expires on March 31, 2011; the attached Amendment adds optional renewal periods. Revenues from optional renewal periods are not guaranteed therefore, no fiscal impact is shown above. If the optional renewals are executed, anticipated revenue is \$242,000 per year, adjusted tri-annually by appraisal.

C. Departmental Fiscal Review: cm Simon

## III. REVIEW COMMENTS

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

N. Davis 12/15/2010  
 OFMB VA  
 12/15/10  
 12/15/10

Dr. J. Jones 12/17/10  
 Contract Dev. and Control  
 E. Jones 12/17/10

### B. Legal Sufficiency:

[Signature] 12/20/10  
 Assistant County Attorney

**This amendment complies with  
 our review requirements.**

### C. Other Department Review:

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

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN PALM BEACH  
COUNTY AND CSC APPLIED TECHNOLOGIES, LLC**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is made and entered into as of \_\_\_\_\_, 2010, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and CSC Applied Technologies, LLC, a Delaware limited liability company, having its office and principal place of business at 6500 West Freeway, Fort Worth, Texas 76116 ("Tenant").

**WITNESSETH:**

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

**WHEREAS**, County has certain building and ground areas at the Airport, which are available for leasing on triple net basis; and

**WHEREAS**, the parties entered into that certain Lease Agreement dated June 16, 2009 (R-2009-0973); and

**WHEREAS**, the parties 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:

**Section 1. Amendment of Article 3.02.** Article 3.02, Option to Renew, is hereby deleted in its entirety and replaced with the following:

3.02 Option to Renew. Provided that Tenant has not been in default of any of the terms or conditions of this Lease, this Lease shall automatically renew for ten (10) additional periods of one (1) year each ("Renewal Term"), unless either Department, acting on behalf of County, or Tenant notifies the other party in writing of its intent not to renew not later than ninety (90) days prior to the expiration of the then current term. All terms and conditions of this Lease shall be applicable during each Renewal Term except there shall be one fewer Renewal Term.

**Section 2. Amendment of Article 19.** Article 19, Laws, Regulations, and Permits, of the Lease is hereby amended to add the following:

19.05 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.

**Section 3. Ratification of Lease.** 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.



**Section 4. Effective Date of Amendment.** This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have duly executed this First 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 and Comptroller

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

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

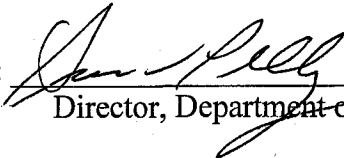
By: \_\_\_\_\_  
Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

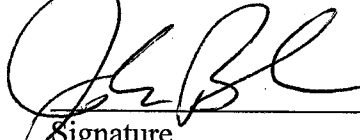
APPROVED AS TO TERMS  
AND CONDITIONS


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


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

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

TENANT:  
CSC Applied Technologies, LLC

 \_\_\_\_\_  
Signature  
Jason E. Bouskin  
Print Name

By:  \_\_\_\_\_  
Signature  
Ralph E. Baker, Jr.  
Print Name

 \_\_\_\_\_  
Signature  
Bruce M. F. Bouskin  
Print Name

Vice President & Assistant Treasurer  
Title

