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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 1, 2011 [x] Consent [] Regular [] Workshop [] Public Hearing
Department: Airports
Submitted By: Department of Airports
Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Short-Term Lease Agreement (Amendment) with Gate Gourmet, Inc. (Gate Gourmet), providing for the lease of 189 additional square feet of space at the Palm Beach International Airport (PBIA) for an additional monthly rental in the amount of \$100.

Summary: The Amendment provides for the addition of approximately 189 square feet of interior space at Building 1169 to Gate Gourmet for office administration, shipping, receiving, storage and related activities in support of Gate Gourmet's airline catering operations. Gate Gourmet received additional business from airlines subsequent to approval of the Short-Term Lease Agreement (Lease) (R-2010-1982) and asked to modify the Lease to add a small amount of additional space. Countywide (HJF)

Background and Justification: On December 7, 2010, the Board approved the Lease with Gate Gourmet for the use of approximately 3,089 square feet of space at PBIA to support Gate Gourmet's in-flight catering services to commercial air carriers.

Attachments: 1. Amendment (1)

Recommended By: [Signature] Department Director 1/4/11 Date

Approved By: [Signature] County Administrator 1/4/11 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 | <u>(100)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>(100)</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE | _____ | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

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

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

If approved, the County's monthly rental will be increased from \$3,000 to \$3,100. The Lease has a month-to-month term; therefore, no future fiscal impact is guaranteed.

C. Departmental Fiscal Review: CM Summer

III. REVIEW COMMENTS

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

[Signature] 1/7/2011
 OFMB VA
 1/6/11

[Signature] 1/13/11
 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 1/14/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO SHORT-TERM LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT TO SHORT-TERM LEASE AGREEMENT (this "First Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gate Gourmet, Inc., a Delaware corporation, having an office and place of business at 11710 Plaza America Drive, Suite 800, Reston, VA 20190 ("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, pursuant to that certain Short-Term Lease Agreement between County and Tenant, dated December 7, 2010 (R2010-1982) (the "Lease"), Tenant leases space at the Airport; 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 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. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Exhibit "A" and Exhibit "B" to the Lease. Effective February 1, 2011, Exhibit "A" and Exhibit "B" to the Lease shall be replaced with Exhibit "A" and Exhibit "B" attached hereto.

3. Modification of Section 4.01. Effective February 1, 2011, Section 4.01 of the Lease shall be deleted in its entirety and replaced with the following:

4.01 Description of Premises and Specific Privileges, Uses and Rights. Subject to the terms, conditions and covenants set forth herein, County hereby demises and leases to Tenant, and Tenant rents from County approximately three thousand two hundred seventy-eight (3,278) square feet of interior space within Building 1169, referred to as "Building 1169 – Unit C", as more particularly depicted in the attached Exhibit "A" (the "Assigned Building Premises") for office administration, shipping, receiving, storage and related activities in support of Tenant's airline catering operations.

4. Modification of Section 5.01. Effective February 1, 2011, Section 5.01 of the Lease shall be deleted in its entirety and replaced with the following:

5.01 Rental. Tenant shall pay to County for use of the Assigned Building Premises an initial monthly rental in the amount of Three Thousand One Hundred Dollars (\$3,100.00), plus any applicable taxes.

5. Ratification of Agreement. 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.

6. Conflict. In the event of a conflict between any provision of this First Amendment and the provisions of the Lease, or any other Amendment thereto, the provisions of this First Amendment shall control.

7. Incorporation by Reference. Exhibits and terms referenced herein shall be deemed to be incorporated in this First Amendment by such reference.

8. Paragraph Headings. The heading of the various sections of this First Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this First Amendment or the Lease.

9. Effective Date. This First Amendment shall be considered effective when signed by the 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 executed this First Amendment as of the day and year first above written.

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director, Department of Airports

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

[Signature]
Signature
Wayne Herndon
Print Name

[Signature]
Signature
Tim Loeffler
Print Name

GATE GOURMET, INC.
a Delaware Corporation

By: [Signature]
Signature
Doug Cooke
Print Name
CFO
Title

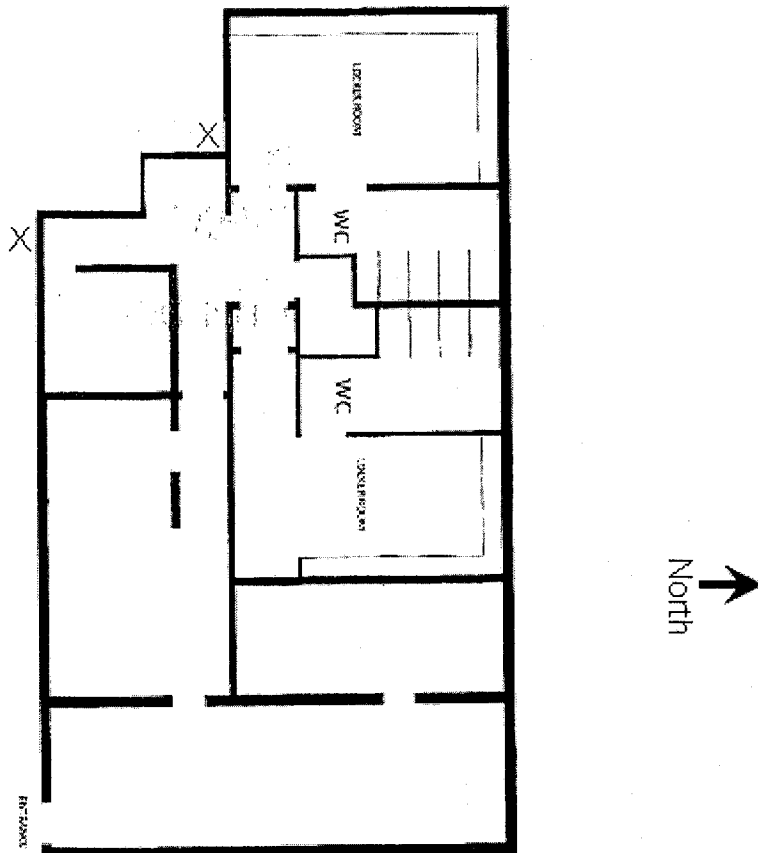
LEGAL
[Signature]

(Seal)

EXHIBIT "A"

Assigned Building Premises
(Building 1169-Unit "C")

3,278 square feet



X = Doorway to non-leased space
denoted as "Not An Exit"

EXHIBIT "B"
"Licensed Areas"

