

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

* see below

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4479
 Reporting Category _____

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

* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 VA OFMB
 11/1/11

 Contract Dev. and Control
 11/3/11

B. Legal Sufficiency:

 Anne Delgado 11/8/11
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO
LICENSE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
PALM BEACH COUNTY**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“FIRST AMENDMENT”) is made and entered into effective the ___ day of _____, 20__ (“Effective Date”) by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and the United States of America, acting through the Transportation Security Administration (“TSA”), together referred to as the “Parties.” Terms not defined herein shall have the meaning ascribed to them in the License (as defined below).

1.0 AUTHORITY

The TSA enters into this FIRST AMENDMENT under the authority of the Aviation and Transportation Security Act of 2001 (“ATSA”), Pub. L. 107-71. Under the terms of ATSA, TSA is required to deploy federal security screeners, federal security managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as “necessary security checkpoints.” TSA has specific statutory authority under 49 U.S.C. §§ 106(m) and 114(m) to enter into this FIRST AMENDMENT.

2.0 PURPOSE

2.1 The Parties executed a License Agreement dated December 20, 2010 (R2010-1839) (the “License”) to provide for TSA’s use of security checkpoints at the Airport and cost reimbursement to County by TSA for utility and janitorial services in connection with TSA’s use of the Space.

2.2 The Parties desire to amend the License to include the space occupied by the LMR radio repeater unit, as identified in Exhibit 1, the “Space”.

3.0 AMENDMENT

3.1 Exhibit 1 to the License is hereby deleted in its entirety and replaced with Exhibit 1 hereto.

3.2 Section 5.1 of the License is hereby deleted in its entirety and replaced with the following:

5.1 This License shall commence on December 20, 2010 (“Effective Date”) and shall continue for one (1) year or so long as federal law requires TSA to perform screening functions at the County, whichever is sooner. Except as provided in Section 5.3, on each anniversary of the Effective Date (the “Rollover Date”), this License shall be automatically renewed for an additional one (1) year. The term of this License shall consist of the first and each additional year, if any, during which this License is in effect (the “Term”).

4.0 WAIVER

No failure by either Party to insist upon the strict performance of any provision of this FIRST AMENDMENT or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial compensation (if applicable) or other performance by either Party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

5.0 DISPUTE RESOLUTION

When possible, disputes will be resolved by informal discussions between the appropriate County representative and TSA. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by submission of the dispute to the TSA Assistant Secretary or his/her designee for resolution. The parties agree that the Assistant Secretary's decision shall be final and not subject to judicial or administrative review and shall be enforceable and binding on the parties.

6.0 TERMS AND CONDITIONS

Except as provided herein, all other terms and conditions of the License remain in full force and effect and are hereby ratified and confirmed. The License and this FIRST AMENDMENT represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may be amended by written instrument signed by both Parties. The headings 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 License.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have entered into this FIRST AMENDMENT by their duly authorized officers the day and year first above written.

ATTEST:

**SHARON R. BOCK, Clerk
& Comptroller**

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

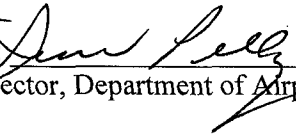
By: _____
Deputy Clerk

By: _____
Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By:  _____
Director, Department of Airports

TSA

By: _____
Name: _____
Contracting Officer

(SIGNATURE PAGE TO FIRST AMENDMENT TO PBI LICENSE AGREEMENT)

Exhibit 1
Palm Beach International Airport
Terminal, Level 2

Concourse A/B Security Checkpoint
Approximately 6,430 square feet

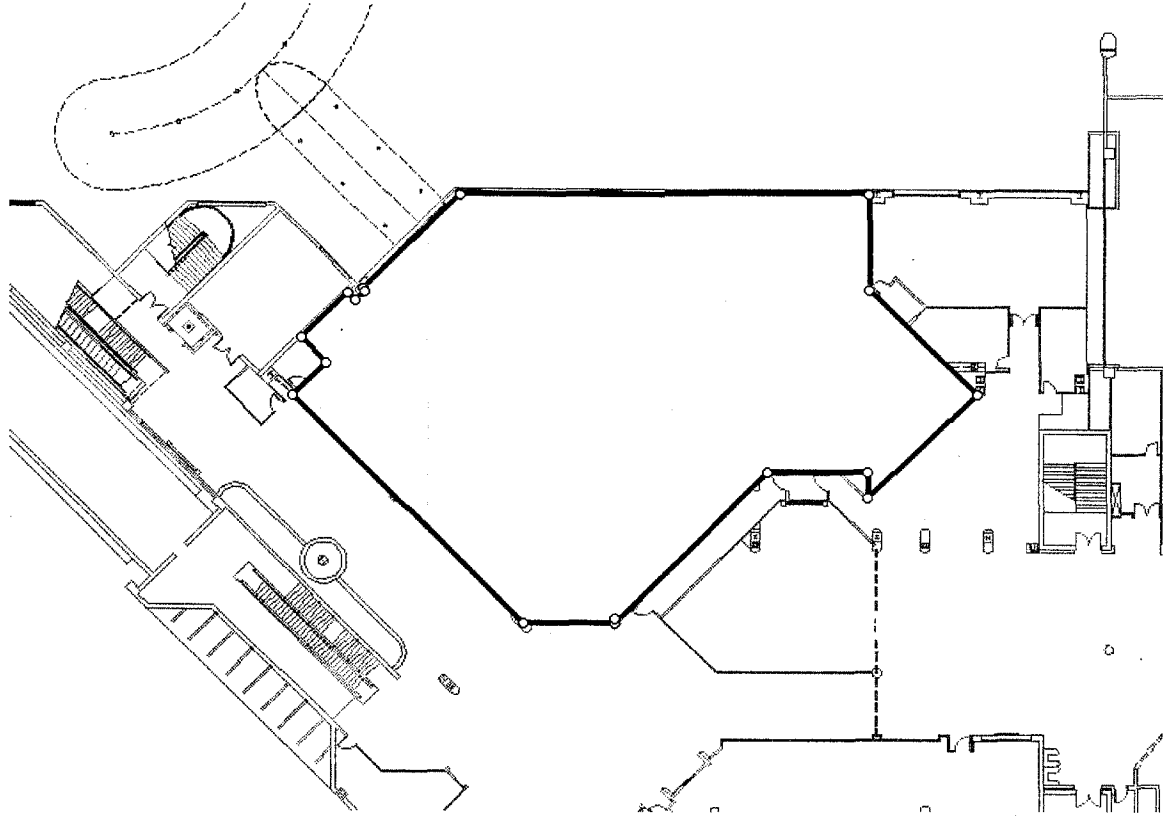


Exhibit 1 – continued
Palm Beach International Airport
Terminal, Level 2

Concourse C Security Checkpoint
Approximately 5,570 square feet

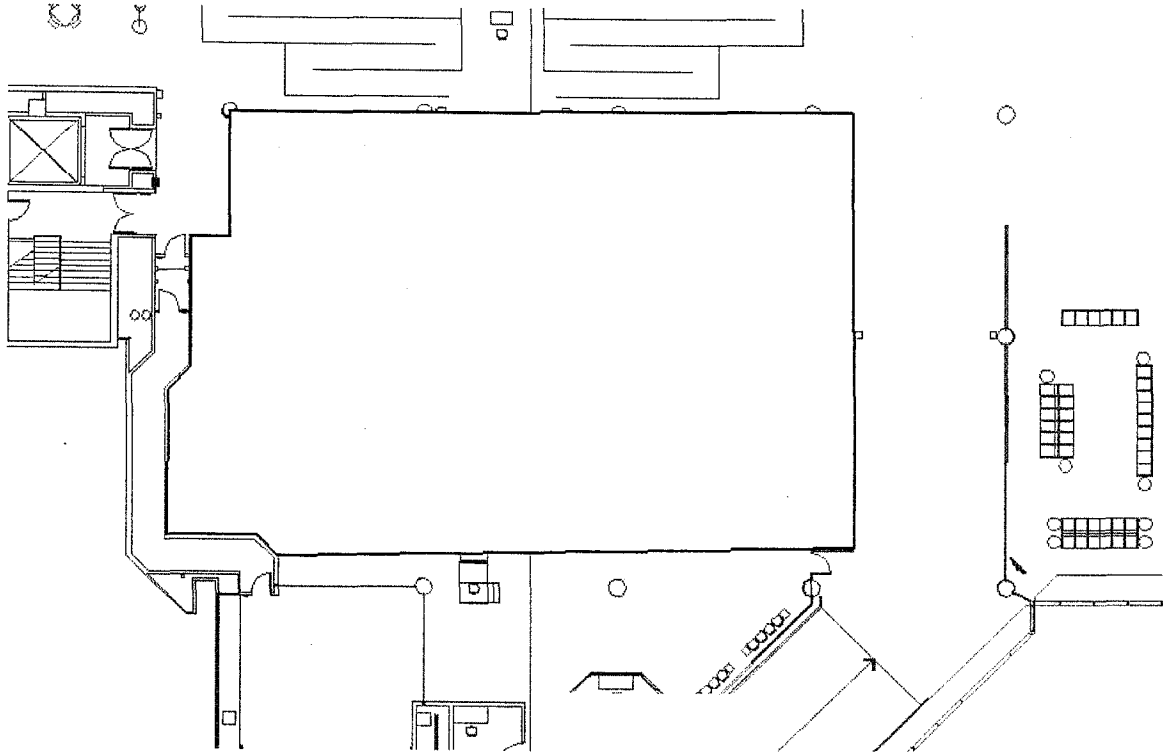


Exhibit 1 – continued
Palm Beach International Airport
Terminal, Level 1

Baggage Make-Up Area
Approximately 32,400 square feet

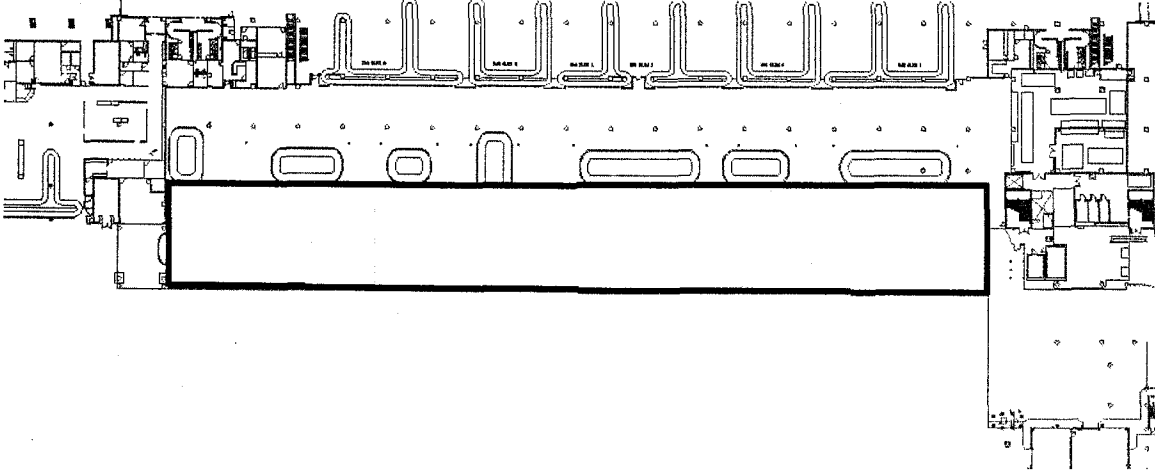
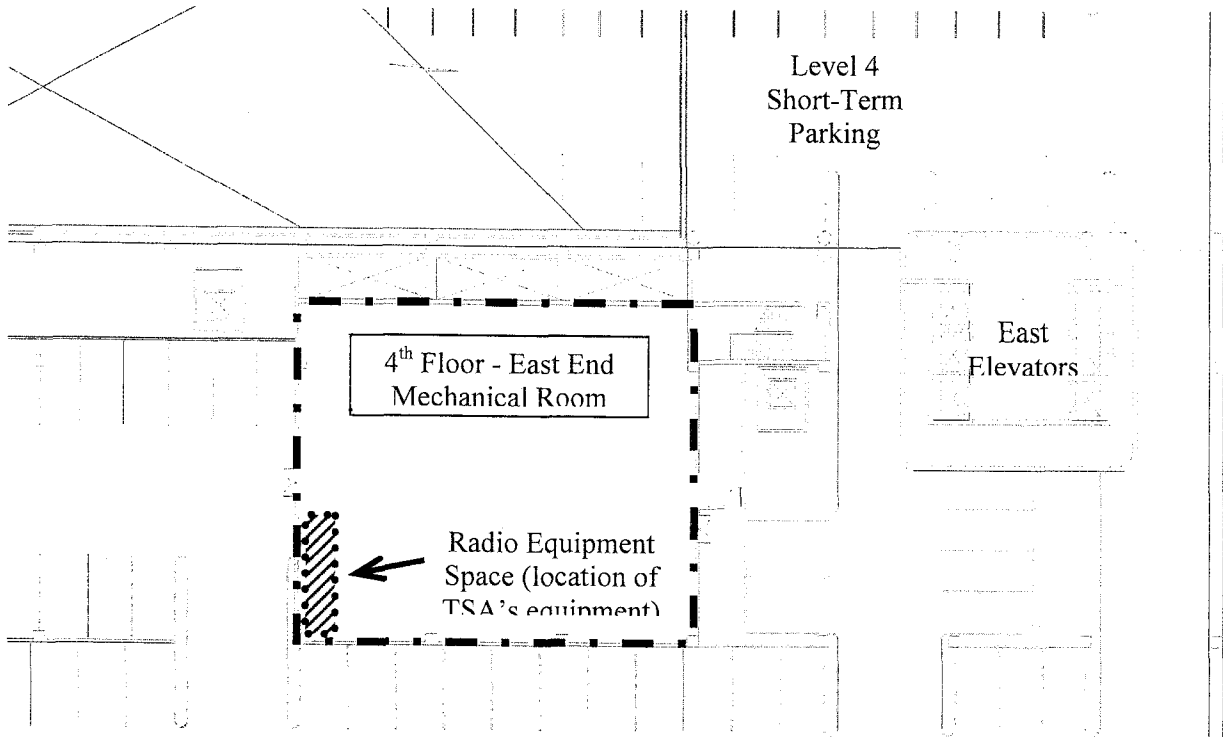


Exhibit 1 – continued
Radio Equipment Space
A portion of the Department of Airports' Mechanical Room,
Palm Beach International Airport Terminal Building, Level 4, East End



Notwithstanding any other provisions of the License to the contrary, the following provisions control as to the Radio Equipment Space:
TSA's use of the Radio Equipment Space and shall be limited to non-exclusive use, and shall be limited to the right to install, operate and maintain radio equipment cabinets and related equipment within the Radio Equipment Space, and the right to install antennae on the roof of the 4th Floor - East End Mechanical Room.
County shall have no obligation to provide janitorial and cleaning services and supplies for