

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(13,827)</u>	<u>(20,740)</u>	<u>(20,740)</u>	<u>(20,740)</u>	<u>(20,740)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8430 Rsource 4413
 Reporting Category _____

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

The Second Amendment provides that the County will perform preventive and routine maintenance for 10,370 square feet of space, for which GSA will pay the County \$2.00 per square foot, annually. Additional maintenance or repair work may be completed on a case-by-case basis for which GSA will pay the County according to the terms of a written cost proposal.

C. Departmental Fiscal Review: CM Simmer

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 12/16

[Signature]
 Contract Dev. and Control
 12-17-13 [Signature]

B. Legal Sufficiency:

[Signature] 12/19/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

SECOND AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT

THIS SECOND AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT (this "Second Amendment") is entered into this ____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Lessor") and the General Services Administration, an executive agency of the United States of America (hereinafter referred to as "Lessee" or the "Government").

W I T N E S S E T H :

WHEREAS, County and Lessee have entered into that certain Terminal Building Lease Agreement dated August 16, 2011 (R2011-1160), as amended by that certain First Amendment to Terminal Building Lease Agreement dated March 6, 2012 (R2012-0311) (GSA Lease No. GS-04B-61874), (the "Lease") for the Government's use of certain premises at the Palm Beach International Airport (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 the mutual covenants herein contained and for such 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 I

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. Article 21 of the Lease is modified to add the following Section 21.25:

21.25 No Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of County and/or Lessee.

Section II

1. Exhibit "D" ("County's Maintenance Obligations") is hereby added to, and made a part of the Lease.

2. Section 4.01 of the Lease is hereby modified to add the following Section 4.01(D):

D. Maintenance and Repair Expense. Lessee shall pay to County, the amount of Two Dollars (\$2.00) per square foot annually, for each square foot of space within the Premises, payable in equal monthly installments of \$0.1667 per square foot of space within the Premises (the "Maintenance and Repair Expense"). County may modify the Maintenance and Repair Expense rate at any time by providing Lessee with not less than one hundred twenty (120) days prior written notice.

3. Section 5.01 of the Lease is hereby deleted in its entirety and replaced with the following:

5.01 County's Obligations.

A. Condition of the Premises. Lessee certifies that Lessee is in possession of the Premises and has inspected the Premises and accepts same "As Is", in its existing condition, as the Effective Date. Lessee further acknowledges that the Lessor has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements located therein, or the suitability of the Premises or any improvements for Lessee's intended use of the Premises. Except as provided in Section 5.01(B) of this Lease, no repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

B. Maintenance Responsibility. Subject to and except as otherwise provided in Section 5.02 and Article 13 of this Lease, County agrees to perform the repair and maintenance responsibilities as outlined in Exhibit "D" to this Lease (the "County's Maintenance Obligations"); provided, however, County shall not be responsible for: (i) repair or maintenance of interior decorations, unless damage is caused by or growing out of breakage, leakage or defective condition of any system required to be repaired or maintained by County pursuant to this paragraph; (ii) any damage caused by Lessee, its employees, agents, contractors, customers, licensees or invitees; or (iii) any damage caused by or resulting from or in any way arising out of Lessee's operations or Lessee's use of the Premises. Except as provided in this paragraph, County shall not be obligated or required to make or conduct any other maintenance or repairs. Nothing contained herein shall preclude or limit the County's

use of contractors or third-parties to fulfill its maintenance obligations under the Lease.

Section III

1. Termination of Section II of this Second Amendment. County or Lessee may terminate the provisions of Section II of this Second Amendment at any time upon one hundred twenty (120) days prior written notice to the other party. In the event of such termination, the terms and conditions of the Lease affected by Section II shall be restored to the provisions that existed prior to the Effective Date of this Second Amendment and County and Lessee shall have no further obligations under Section II; provided, however, that any claim, cause of action, or other obligation to County or to Lessee, then accrued, shall survive said termination of Section II of this Second Amendment.

2. Annual Appropriation. The provisions of Section II of this Second Amendment and all obligations of Lessee thereunder are subject to and contingent upon annual budgetary funding and appropriations by the Government. In the event Lessee does not receive annual budgetary funding or appropriations, Lessee may terminate the provisions of Section II of this Second Amendment at any time upon written notice to County. In the event of such termination, the terms and conditions of the Lease affected by Section II shall be restored to the provisions that existed prior to the Effective Date of this Second Amendment and County and Lessee shall have no further obligations under Section II; provided, however, that any claim, cause of action, or other obligation to County or to Lessee, then accrued, shall survive said termination of Section II of this Second Amendment.

Section IV

1. 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.

2. Paragraph Headings. The heading of the various sections of this Second 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 Second Amendment or the Lease.

3. Effective Date. This Second Amendment shall become effective on February 1, 2014.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, County and Lessee have executed this Second Amendment, or have caused the same to be executed as of the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____

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

By: _____
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Director of Airports

WITNESSES:

Signature

Typed or Printed Name

Signature

Typed or Printed Name

LESSEE:
General Services Administration

By: _____
Signature

Typed or Printed Name

Title: _____

EXHIBIT "D"
COUNTY'S MAINTENANCE OBLIGATIONS

A. County shall perform the following routine preventive and "normal wear & tear" corrective maintenance to the Premises:

1. Routine repairs and maintenance to plumbing fixtures and associated fittings and pipe work;
2. Routine repairs and maintenance to electrical lighting fixtures and electrical outlets;
3. Routine repairs and maintenance to heating, ventilation and air conditioning equipment and controls;
4. Routine repairs and maintenance to architectural finishes (floor tile, wall board, ceiling tiles, etc...);
5. Routine repairs to door locks that are on Department master key system; and
6. Routine repairs and maintenance to over head garage doors (Concourse C training room and break room).

B. County shall not be obligated to perform the following maintenance to the Premises:

1. Maintenance or repair of Lessee or TSA proprietary door & cipher locks;
2. Maintenance or repair of Lessee or TSA security access equipment;
3. Maintenance or repair to Lessee or TSA telephone, data and communication lines or equipment;
4. Maintenance or repair to Lessee or TSA signage;
5. Maintenance or repair to Lessee or TSA equipment such as training lab ceiling mount projectors and screens;
6. Maintenance or repair to Lessee or TSA security check point & baggage screening equipment;
7. Custodial services;
8. Replacement cost of individual mechanical equipment components in excess of \$1,500 located in the Lessee or TSA Administration office space; or
9. Maintenance, repair or replacement of any item, system or component damaged by misuse or neglect on the part of Lessee, its employees, contractors or agents.

C. In the event of a need for maintenance or repair of those items listed in Section "B" of this Exhibit "D", or for maintenance or repair of any item, system or component not specifically listed in Section "A" of this Exhibit "D", then Lessee shall be responsible for such maintenance or repair at Lessee's sole cost and expense; provided, however, Lessee may request that County perform such maintenance or repair pursuant to the following procedure:

1. Lessee shall submit a written request to the Director, or his designee, the Deputy Director of Operations and Maintenance, detailing the work requested to be performed by County;
2. County shall respond by either: (i) declining to perform the maintenance or repair, in which case Lessee shall undertake such maintenance or repair at Lessee's sole cost and expense; or (ii) preparing a written proposal including a scope of work and cost estimate;
3. Lessee, at Lessee's option, may: (i) accept County's proposal to perform such maintenance or repair pursuant to the terms of County's proposal; or (ii) reject County's proposal and undertake such maintenance or repair at Lessee's sole cost and expense;
4. In the event County performs such maintenance or repair pursuant to the terms of County's proposal, the cost of such maintenance or repair shall be considered Additional Rent pursuant to Section 4.03(B) of the Lease.