



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Const. Reimbursement	<u>1,904</u>				
Operating Revenues	<u>12,953</u>	<u>(4,863 )</u>	<u>(406 )</u>		
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u><b>14,862</b></u>	<u><b>(4,863 )</b></u>	<u><b>(406 )</b></u>		

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

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

Agenda approval will add 69 square feet of net leasehold area and generate a net increase in annual revenue of \$4,867.95, effective December 1, 2014. The figure above for FY15 accounts for the 2-month delay in the rental commencement date for the TSA Training Lab and New ATO Office Space, as well as the reduction in the amount of construction costs to be reimbursed by the GSA. The Lease will expire October 31, 2016 with one 3-year renewal.

**C. Departmental Fiscal Review:** *M. Sumner*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*Susan Murray* 3/30/15  
 OFMB 5/12/15  
 3/27/15  
*Dr. J. Jacobson* 4/11/15  
 Contract Dev. and Control  
 4-1-15 *S. V. Chubb*

**B. Legal Sufficiency:**

*H. J. [Signature]* 4/3/15  
 Assistant County Attorney

**C. Other Department Review:**

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

**FOURTH AMENDMENT TO  
TERMINAL BUILDING LEASE AGREEMENT**

**THIS FOURTH AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT** (this "Fourth Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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, (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. **Exhibit "A" to the Lease (the "Premises")** is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto.

3. **Exhibit "G"** attached hereto (the "Coordination Center Improvements") is hereby added to, and made a part of, the Lease as Exhibit "G".

4. **Article 1 of the Lease (Definitions)** is hereby amended to DELETE Sections 1.24 and 1.25, and to ADD the following Sections 1.28 and 1.29:

1.28 **"Coordination Center Space"** means that portion space on the east end of Level 3 of the Terminal, containing approximately 703 square feet, as further identified in Exhibit "A".

1.29 **"Coordination Center Improvements"** means the improvements to be completed to the TSA Coordination Center by County, as further detailed in the scope of work attached hereto as Exhibit "G".

**5. Section 4.01 of the Lease (Rental, ATO Office Common Area Charge and Reimbursement of Improvement Costs) is hereby deleted in its entirety and replaced with the following:**

A. Rental. Rental to be paid by Lessee for the Premises shall be in accordance with the rental rates for Airlines, as set forth in the Airline-Airport Use and Lease Agreement. Rental rates shall be adjusted in accordance with Section 4.05. Rental for the Premises shall be as follows:

	Area Location/ Description	Square Footage	Rate Per Square Foot	Annual Rental
(i)	Coordination Center Space, Third Level	703	\$68.55	\$48,190.65
(ii)	Ticket/ATO Office Space, Third Level	754	\$68.55	\$51,686.70
(iii)	First Level, Concourse "C"	1,802	\$68.55	\$123,527.10
(iv)	First Level, Concourse "C"	1,132	\$68.55	\$77,598.60
(v)	Second Level, Concourse "A/B" Checkpoint Office	287	\$68.55	\$19,673.85
(vi)	Second Level, Concourse "C" Checkpoint Office	294	\$68.55	\$20,153.70
(vii)	First Level Operations Area Offices; Concourse "A/B" Connector	4,494	\$68.55	\$308,063.70
(viii)	Second Level Offices; across from Concourse "C" Checkpoint entry	831	\$68.55	\$56,965.05
(ix)	TSA Training Lab (First Level, Concourse "C")	813	\$68.55	\$55,731.15

B. ATO Office Common Area Charge. Commencing October 1, 2014, the ATO Office Common Area Charge shall be calculated as follows:

ATO Office Common Area Charge =

$$\frac{\text{Square Footage of ATO Office Space Leased to Lessee}}{3,702 \text{ Square Feet of ATO Office Space}} \times 514 \text{ square feet} \times \text{Terminal Rental Rate}$$

Lessee leases approximately 754 square feet of ATO Office Space; therefore, based on the Terminal Rental Rate in effect as of October 1, 2014, the ATO Office Common Area Charge as of October 1, 2014, will be \$7,176.38 (i.e.,  $[754/3,702] \times 514 \times \$68.55 = \$7,176.38$ ). The ATO Office Common Area Charge shall be payable in arrears, without demand, in equal monthly installments on or before the tenth (10<sup>th</sup>) day of each month. The ATO Office Common Area Charge shall be adjusted each October 1<sup>st</sup> throughout the Term of this Lease in accordance with Section

4.05. In addition to any other remedy provided for in this Lease, the Department, on behalf of County, shall have the right to revoke Lessee's license to use the ATO Office Common Area in the event Lessee fails to pay the ATO Office Common Area Charge when due.

- C. Reimbursement of Construction Costs for the Initial Improvements. Lessee shall pay to County, the amount of \$64,740.00, plus interest at the rate of five percent (5%) per annum, payable in equal monthly installments of \$1,221.72, for 60 months, for reimbursement of costs for construction of the Initial Improvements. In the event of expiration or earlier termination of this Lease prior to Lessee's full reimbursement payment of such construction costs, the entire balance of such construction costs remaining due shall be payable in full upon the expiration or earlier termination of this Lease.
- D. Reimbursement of Construction Costs for the Coordination Center Space Improvements. Lessee shall pay to County, the amount of Six Thousand Nine Hundred Ten Dollars and Forty-Nine Cents (\$6,910.49) for reimbursement of costs for construction of the Coordination Center Space Improvements.
- E. Reimbursement of Construction Costs for the TSA Training Lab Improvements. Lessee shall pay to County, the amount of Forty-One Thousand, Three Hundred Twelve Dollars and Ninety-Six Cents (\$41,312.96) for reimbursement of costs for construction of the TSA Training Lab Improvements.
- F. 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.

**6. Section 4.02 of the Lease (Commencement and Time of Payment) is hereby deleted in its entirety and replaced with the following:**

- A. Payment of rental by Lessee to County, for those portions of the Premises listed in Section 4.01(A)(ii) through (vii) above, shall commence upon the Commencement Date of this Lease.
- B. Payment of rental by Lessee to County, for that portion of the Premises listed in Section 4.01(A)(viii) above (Second Level Offices; located across from Concourse "C" Checkpoint entry), shall commence on November 17, 2011 (the date of certificate of occupancy for this portion of the Premises).

- C. Payment of the Maintenance and Repair Expense by Lessee to County, as provided in Section 4.01(F), for that portion of the Premises listed in Section 4.01(A)(ii) through (vii) above, shall commence February 1, 2014.
- D. Payment of rental and the Maintenance and Repair Expense by Lessee to County, for that portion of the Premises listed in Section 4.01(A)(i) above (Coordination Center Space), shall commence December 1, 2014.
- E. Payment of rental and the Maintenance and Repair Expense by Lessee to County, for that portion of the Premises listed in Section 4.01(A)(ix) above (TSA Training Lab), shall commence December 1, 2014.
- F. Reimbursement by Lessee to County, for construction costs of the Initial Improvements, pursuant to Section 4.01(C) shall commence on November 1, 2011.
- G. Reimbursement for construction costs of the Coordination Center Space Improvements and the TSA Training Lab Improvements, pursuant to Sections 4.01(D) and (E), shall be payable by Lessee to County upon receipt by Lessee from County of an invoice for such construction costs, which County shall issue to Lessee upon issuance of a Certificate of Occupancy for such area(s) or Lessee's occupancy of the area(s), whichever shall first occur. The invoice for reimbursement of construction costs must be submitted electronically via the General Services Administration Finance website at [www.finance.gsa.gov/webvendors](http://www.finance.gsa.gov/webvendors) or mailed to GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102 with a copy to the Contracting Officer at the General Services Administration, 7771 W Oakland Park Blvd, Sunrise FL 33351, Attn: James Thompson. The invoice must reference the Lease Number, the Supplemental Lease Agreement Number, the amount billed, the work completed and the PDN Number.
- H. The payment of rental and reimbursement of construction costs in Sections 4.02 (A) through (F) above shall be payable in arrears, without demand, in equal monthly installments by the tenth (10th) day of each month following the month for which payment is due throughout the Term. Any rent payment due hereunder for a fractional month shall be calculated and paid on a per diem basis [calculated on the basis of a thirty (30) day month].

Section II

7. 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.

8. Paragraph Headings. The heading of the various sections of this Fourth 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 Fourth Amendment or the Lease.

9. Effective Date. This Fourth Amendment shall become effective as of October 1, 2014.

IN WITNESS WHEREOF, County and Lessee have executed this Fourth 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: \_\_\_\_\_

(SEAL)

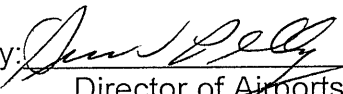
PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS

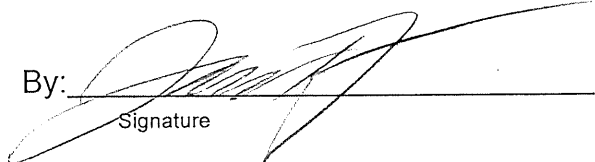
By:  \_\_\_\_\_  
Director of Airports

WITNESSES:

Signature  
Christopher Wainwright  
Typed or Printed Name

Signature  
Cindy D. Fazioli  
CINDY D. FAZIOLI  
Typed or Printed Name

LESSEE:  
General Services Administration

By:   
Signature

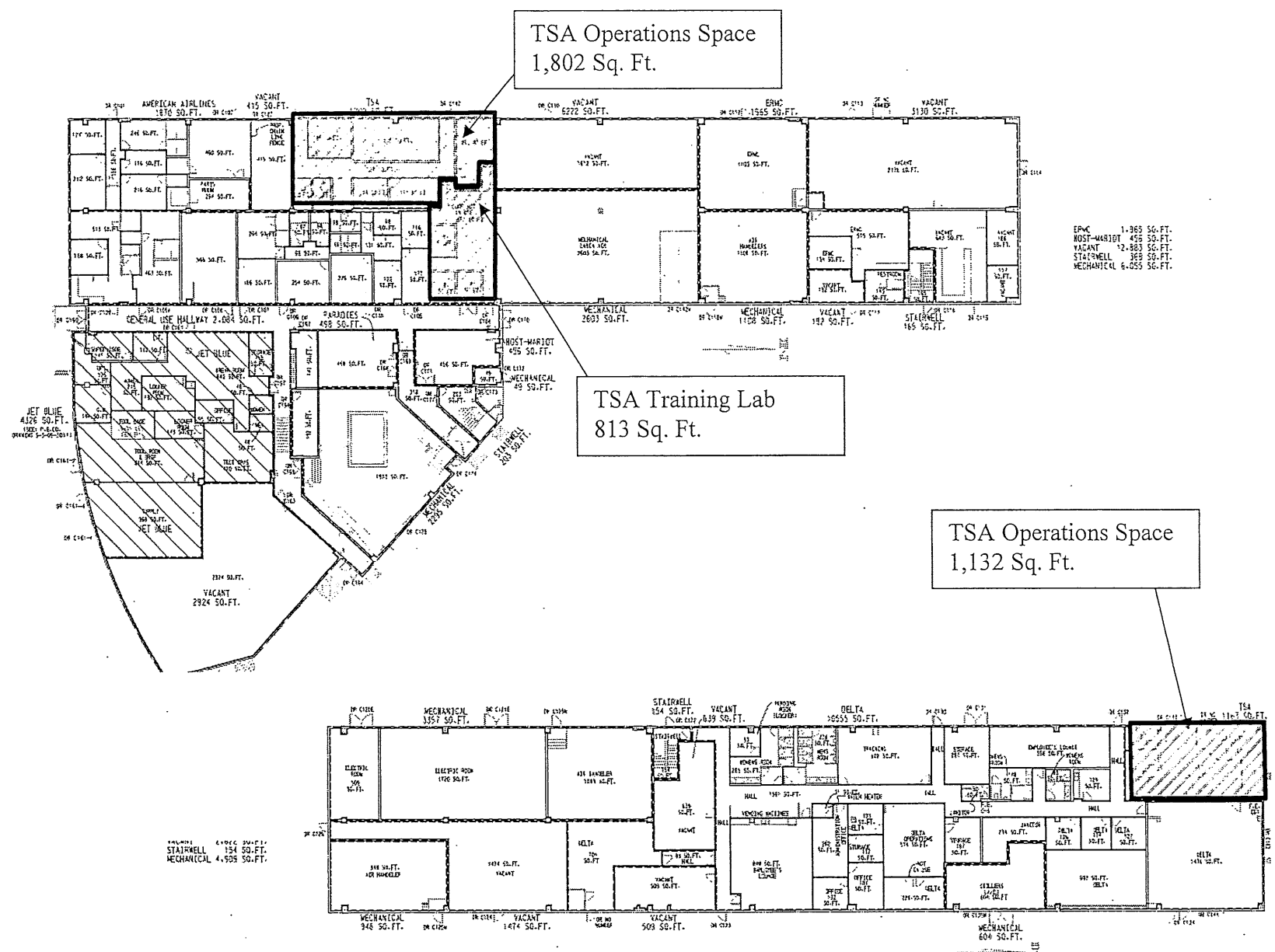
James Thompson  
Typed or Printed Name

Title: Contracting Officer



**Exhibit "A"**

The Premises  
*(updated 9-5-2014)*

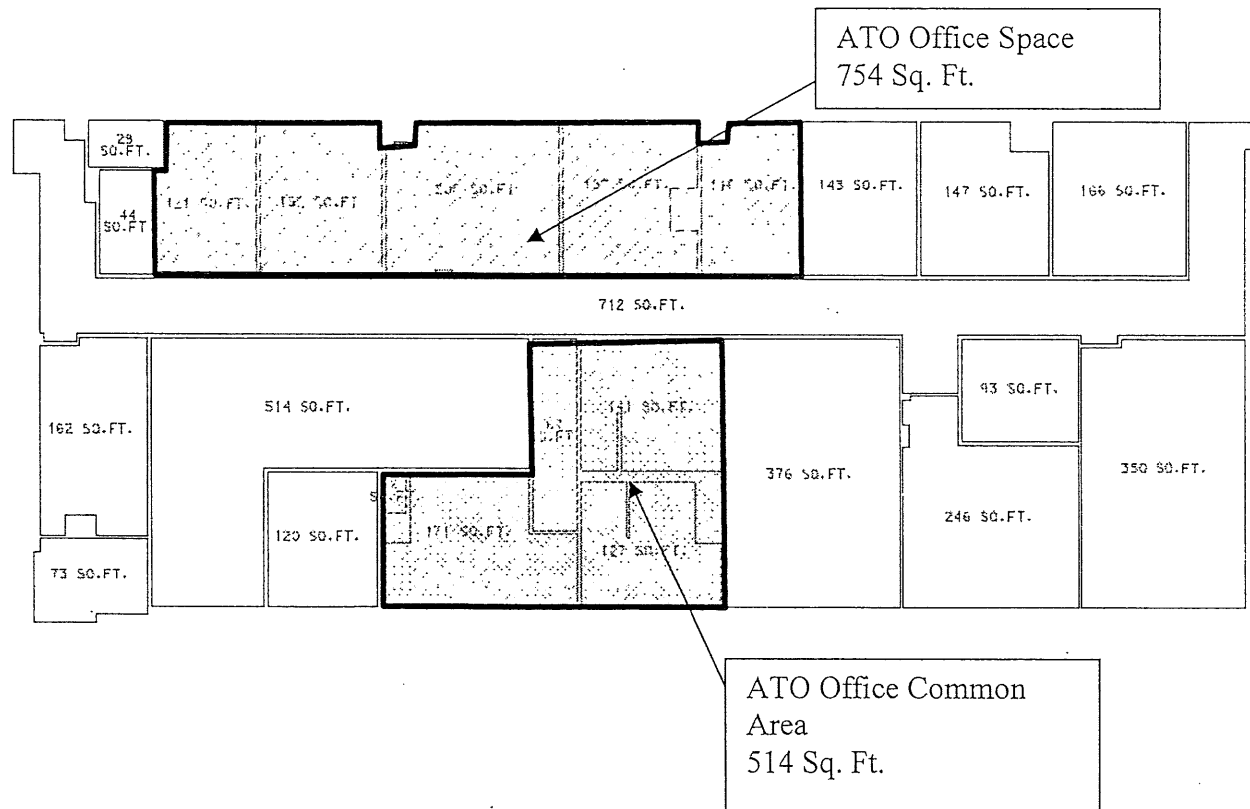


TSA Operations Space  
1,802 Sq. Ft.

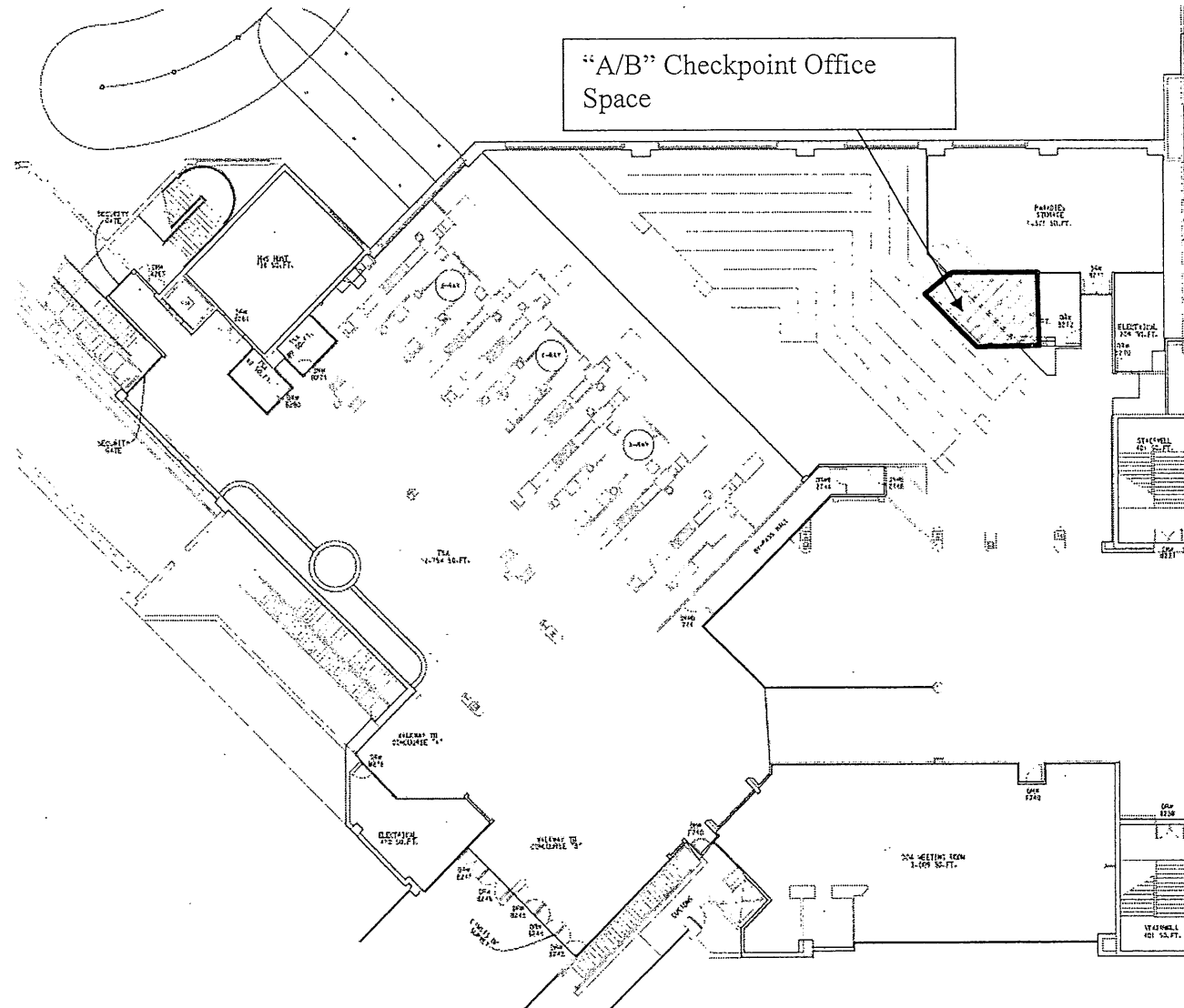
TSA Training Lab  
813 Sq. Ft.

TSA Operations Space  
1,132 Sq. Ft.

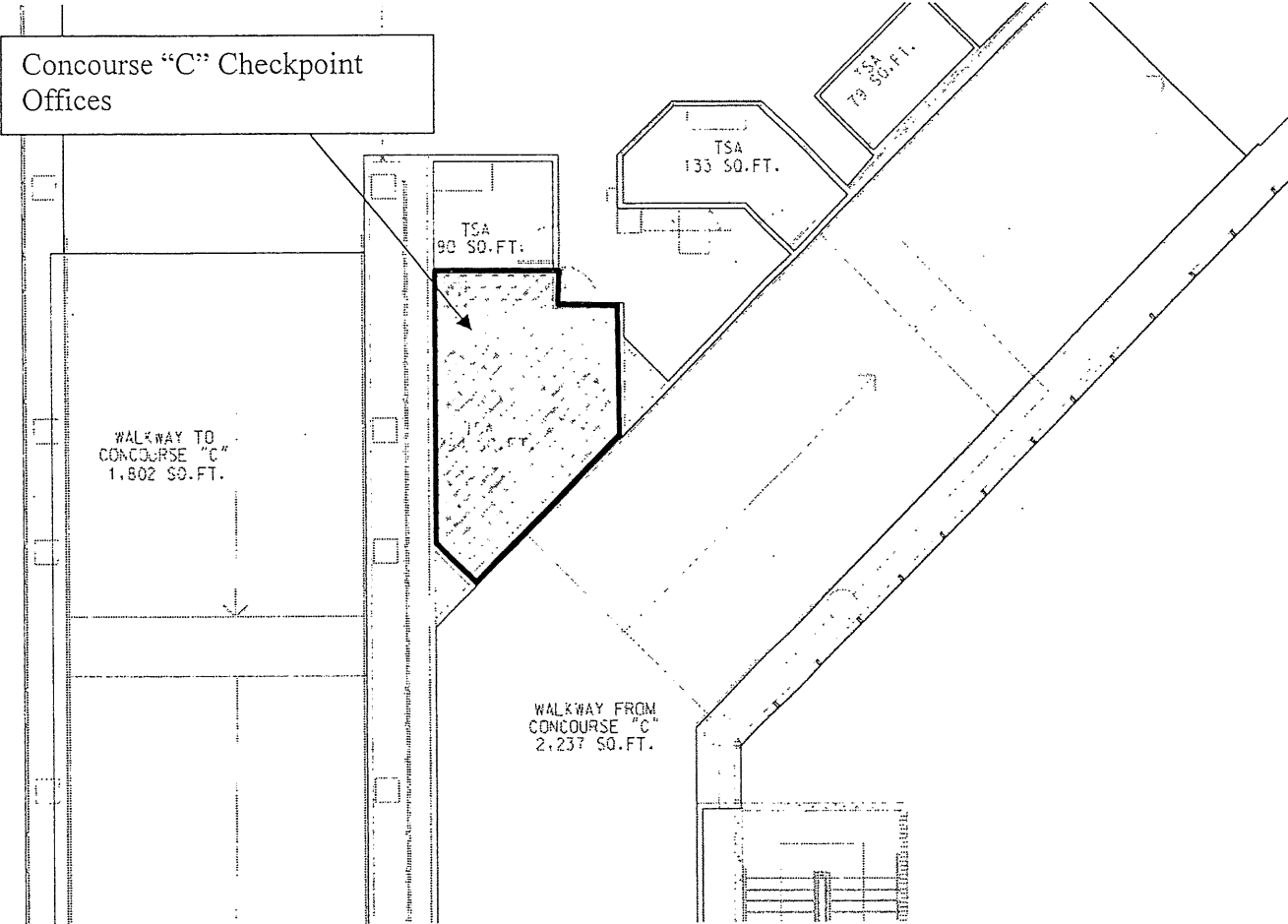
Concourse C - Level One



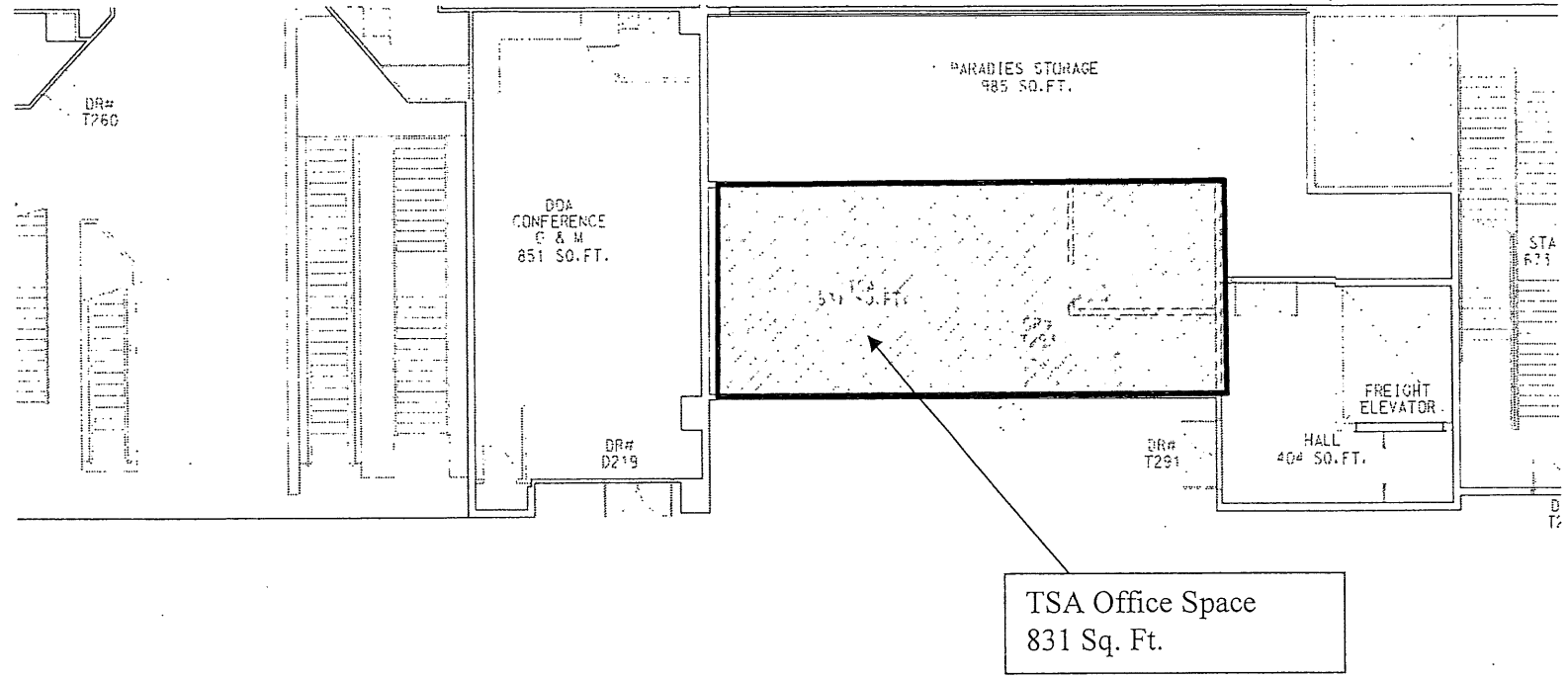
Main Terminal – Level Three



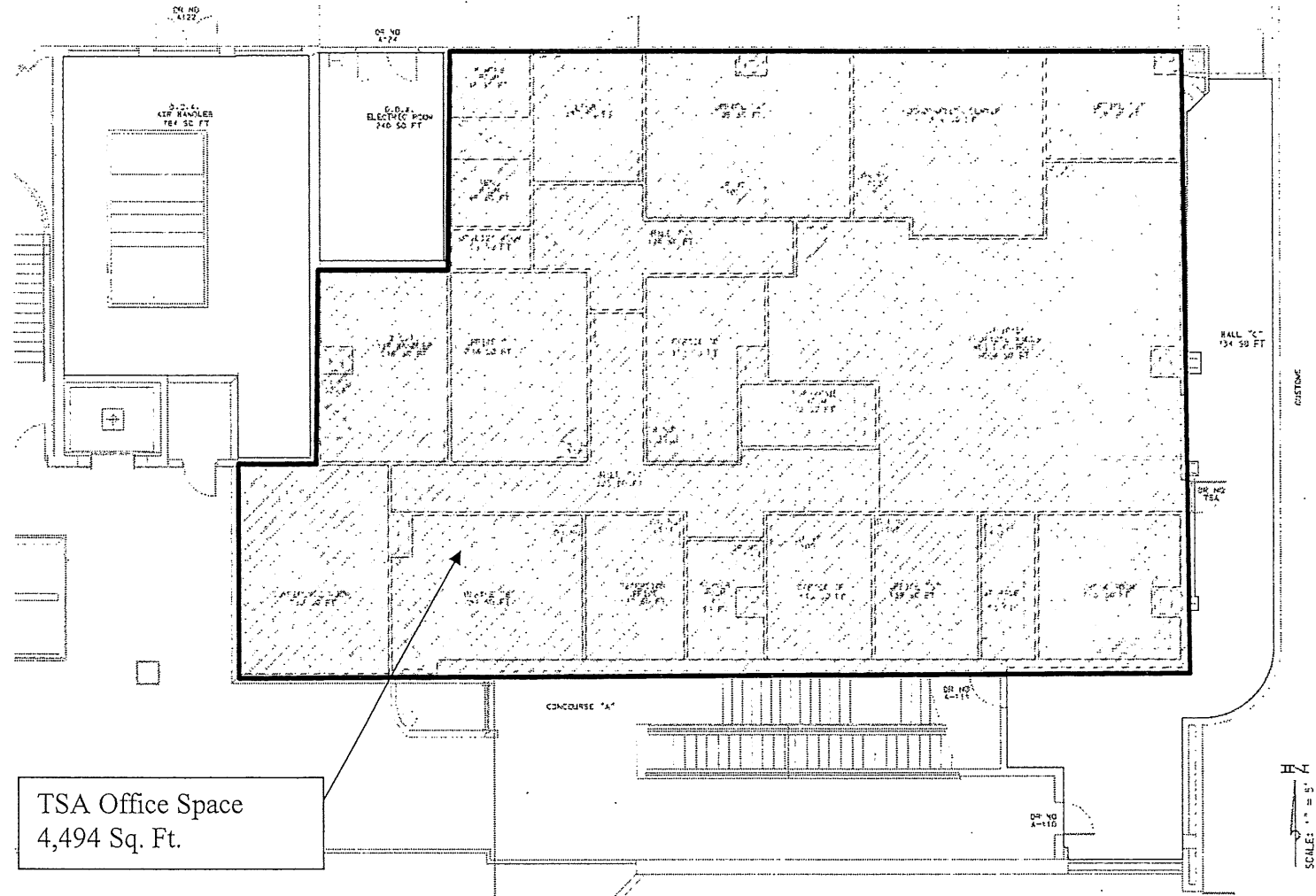
Main Terminal – Level Two – Concourse A/B checkpoint



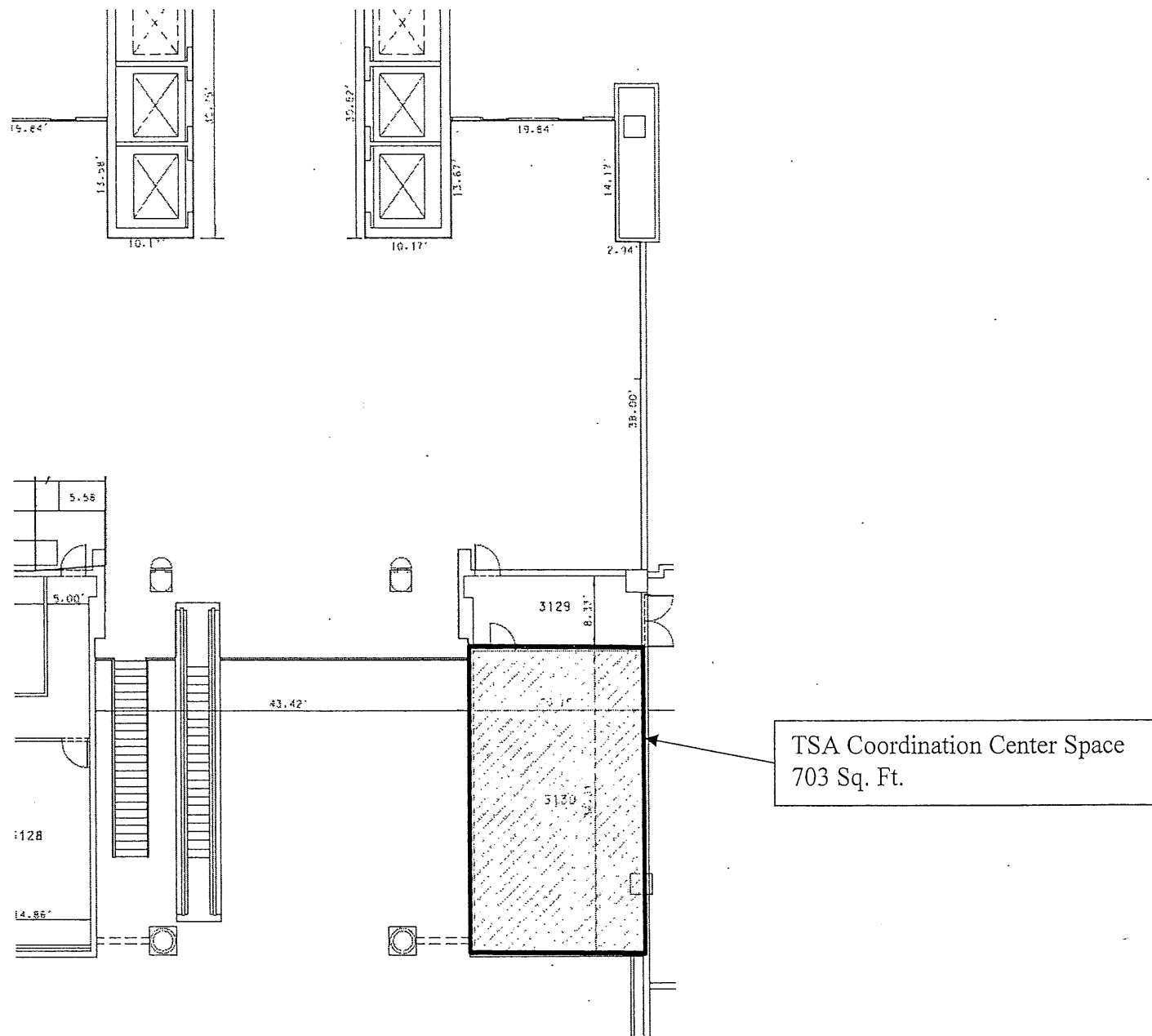
Main Terminal – Level Two – Concourse C checkpoint



Main Terminal – Level Two – across from Concourse C checkpoint



Main Terminal – First Floor – adjacent to Concourse A hallway



Main Terminal – Level Three – East End



## Exhibit "G"

(Scope of Work for the Coordination Center Space Improvements)

1. Remove wall covering, patch drywall, prime & paint.
2. Remove existing carpet and install new carpet tile.
3. Relocate electrical light switch, with an occupancy sensor, to a location within the Coordination Center Space.
4. Install new partition wall with privacy door to create office space at southwest corner of space (if electrical or data is required, it may be added by separate arrangement by DOA/TSA)
5. Change door lock with lock to be provided by TSA.