

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>

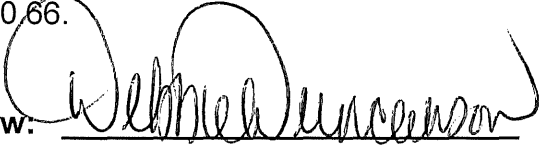
ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4413
 Reporting Category _____

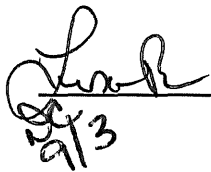
B. Recommended Sources of Funds/Summary of Fiscal Impact:

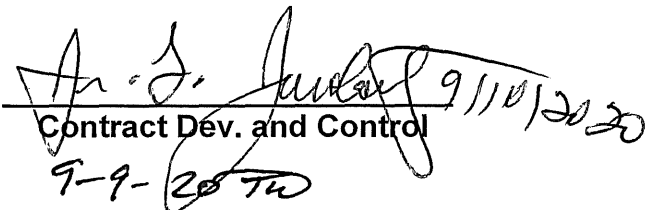
The Amendment adjusts the rental rate effective October 1, 2020. The base rental rate will decrease from \$75.84 per square foot to \$69.29 per square foot. Annual rental will decrease from \$873,602.77 to \$800,070.66.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 9/4/2020
 OFMB (21) 9/3

 9/10/2020
 Contract Dev. and Control
 9-9-20 TW

B. Legal Sufficiency:

Anne Delgant 9/10/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL00876
ADDRESS OF PREMISES: Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	

THIS AMENDMENT NO. 2 TO TERMINAL BUILDING LEASE AGREEMENT ("Amendment") is made and entered into between **Palm Beach County** ("County" or "Lessor")

whose address is: 846 Palm Beach International Airport
West Palm Beach, FL 33406-1405

and the **General Services Administration**, an executive agency of the **United States of America**, hereinafter called the "Government" or "Lessee":

WHEREAS, the parties hereto entered into that certain Terminal Building Lease Agreement dated October 22, 2019, (R2019-1616, as amended) (GSA Lease No. GS-04P-LFL00876) (the "Lease"); and

WHEREAS, the parties hereto desire to amend the above Lease, to adjust the rental rates applicable to the Premises, as provided in Section 4.05(A) of the Lease.

NOW THEREFORE, the parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease shall be amended as follows, effective as of October 1, 2020:

I. Section 4.01 of the Lease is deleted in its entirety and replaced with the following Section 4.01:

4.01 Rental, ATO Office Common Area Charge and Maintenance and Repair Expense.

A. Effective October 1, 2020 Government shall pay to County annual rental, payable in equal monthly installments in arrears, at the following annual rates:

	Annual Rental	Section
Shell Rental Rate	\$769,188.29	4.01(B)
Other (ATO Office Common Area Charge)	\$8,680.37	4.01(C)
Operating Costs (Maintenance and Repair Expense)	\$22,202.00	4.01(D)
Total Initial Annual Rental	\$800,070.66	

B. Rental. Rental to be paid by Lessee for the Premises shall be in accordance with the rental rates for Non-Signatory Airlines, as set forth in the Signatory Airline Agreement. Rental rates shall be adjusted in accordance with Section 4.05. Effective October 1, 2020, the annual rental shall be Sixty-Nine Dollars and Twenty-Nine Cents (\$ 69.29) per square foot of the Premises, as follows (the "Shell Rental"):

	Area Location/ Description	Square Feet	Annual Rental
(i)	Coordination Center Space, Level Three	700	\$48,503.00
(ii)	Ticket/ATO Office Space, Level Three	748	\$51,828.92
(iii)	Level One Concourse "C"	1,802	\$124,860.58
(iv)	Level One Concourse "C"	1,132	\$78,436.28
(v)	Level Two, Concourse "A/B" Checkpoint Office	287	\$19,886.23
(vi)	Level Two, Concourse "C" Checkpoint Office	294	\$20,371.26
(vii)	Level One Operations Area Offices; Concourse "A/B" Connector	4,494	\$311,389.26
(viii)	Level Offices Two; across from Concourse "C" Checkpoint entry	831	\$57,579.99
(ix)	TSA Training Lab (Level One, Concourse "C")	813	\$56,332.77
INITIAL ANNUAL SHELL RENTAL SUBTOTAL:		11,101	\$769,188.29

C. ATO Office Common Area Charge. Lessee shall pay to County the ATO Office Common Area Charge for its use of ATO Office Common Area. The ATO Office Common Area Charge shall be calculated as follows

ATO Office Common Area Charge =

Square Footage of ATO Office Space Leased to Lessee	x 514 square feet x Terminal Rental Rate
3069 Square Feet of ATO Office Space	

Lessee leases approximately 748 square feet of ATO Office Space; therefore, based on the Terminal Rental Rate in effect as of October 1, 2020 the annual ATO Office Common Area Charge as of October 1, 2020 will be \$8,680.37 (i.e., $[748/3069] \times 514 \times \$69.29 = \$8,680.37$). The ATO Office Common Area Charge shall be payable in arrears, without demand, in equal monthly installments on or before the tenth (10th) day of each month. The ATO Office Common Area Charge shall be adjusted each October 1st 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.

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").

- II. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.
- III. This Amendment shall be effective as of October 1, 2020.
- IV. The remainder of this page is intentionally left blank.

INITIALS: Ren LESSOR & DJG GOVT

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

PALM BEACH COUNTY:

By: *Lana Berke*
Director of Airports

Date signed by County: 8-26-20

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Howard J. Falcon III
County Attorney
Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County,
ou=County Attorney's Office,
email=hfalcon@pbcpov.org, c=US
Date: 2020.08.26 15:15:59 -0400

WITNESSES:

Carlos Williams
Signature
Carlos Williams
Typed or Printed Name

LaVar Jamison
Signature
LaVar Jamison
Typed or Printed Name

LESSEE:
General Services Administration

By: *D Galan*
Signature

Danilo Galan
Typed or Printed Name

Title: Lease Contracting

Date signed by Lessee: 8/12/2020

INITIALS: *RW* & _____
LESSOR GOVT