

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$99,802)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$99,802)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</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
 Does this item include the use of state 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:

Rental rates are adjusted each October 1, in accordance with the terminal rental rates for non-signatory airlines under the standard form Signatory Airline Agreement (R-2019-1155). The Amendment adjusts the rental rate effective October 1, 2023, from \$65.11 per square foot to \$74.00 per square foot, so annual rental for Fiscal Year 2024 will increase by \$99,801.59, from \$753,144.83 to \$852,946.42. Future year rental adjustments cannot be predicted at this time and the fiscal impact, if any, for future adjustment will be presented at that time. The Lease is scheduled to expire October 31, 2027.

C. Departmental Fiscal Review: William Dunanson 11/16/23

III. REVIEW COMMENTS

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

Lex Mart 11/24/23
 OFMB JA 11/20
11-24-23

Arif J. Arif 11/30/23
 Contract Dev. and Control
11/28/23

B. Legal Sufficiency:

Anne Helgen 12-5-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04P-LFL00876
LEASE AMENDMENT	
ADDRESS OF PREMISES: Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	

THIS AMENDMENT NO. 5 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, 2023:

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, 2023, 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	\$821,474.00	4.01(B)
Other (ATO Office Common Area Charge)	\$9,270.42	4.01(C)
Operating Costs (Maintenance and Repair Expense)	\$22,202.00	4.01(D)
Total Annual Rental	\$852,946.42	

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, 2023, the annual rental shall be Seventy-Four Dollars and Zero Cents (\$ 74.00) 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	\$51,800.00
(ii)	Ticket/ATO Office Space, Level Three	748	\$55,352.00
(iii)	Level One Concourse "C"	1,802	\$133,348.00
(iv)	Level One Concourse "C"	1,132	\$83,768.00
(v)	Level Two, Concourse "A/B" Checkpoint Office	287	\$21,238.00
(vi)	Level Two, Concourse "C" Checkpoint Office	294	\$21,756.00
(vii)	Level One Operations Area Offices; Concourse "A/B" Connector	4,494	\$332,556.00
(viii)	Level Offices Two; across from Concourse "C" Checkpoint entry	831	\$61,494.00
(ix)	TSA Training Lab (Level One, Concourse "C")	813	\$60,162.00
INITIAL ANNUAL SHELL RENTAL SUBTOTAL:		11,101	\$821,474.00

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, the annual ATO Office Common Area Charge as of October 1, 2023 will be \$9,270.42 (i.e., [748/3069] x 514 x \$74.00 = \$9,270.42). 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, 2023.
- IV. The remainder of this page is intentionally left blank.

INITIALS: Sh LESSOR & DS 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: Laura Bube
Director of Airports

Date signed by County: 11/14/23

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helgert
County Attorney

Form attached as Exhibit "E" to the Lease (R2019-1616). Delegation of authority provided in Agenda Item 3F1 October 22, 2019.

WITNESSES:

James Thompson
Signature
James Thompson

Typed or Printed Name

DocuSigned by:
Keitra E. Harris
Signature
Keitra E Harris

Typed or Printed Name

LESSEE:

General Services Administration

By: Carlos Williams
Signature

Carlos Williams

Typed or Printed Name

Title: Lease Contracting Officer

Date signed by Lessee: 11/7/2023

INITIALS: LB LESSOR & CW GOVT

Certificate Of Completion

Envelope Id: CABB9110E07A40B4A47017868E0C7352
 Subject: Complete with DocuSign: Amend 5 GSA Rental Adjustment Oct2023 draft (1).pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

 Envelope Originator:
 Carlos Williams
 1800F F St NW
 Washington DC, DC 20405
 carlos.williams@gsa.gov
 IP Address: 134.56.249.199

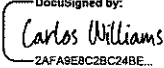
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Carlos Williams
 carlos.williams@gsa.gov
 Lease Contracting Officer
 US General Services Administration
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 134.56.249.199

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 Signed: 11/7/2023 5:53:28 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Certificate Of Completion

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Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Carlos Williams

AutoNav: Enabled

1800F F St NW

Envelope Stamping: Enabled

Washington DC, DC 20405

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

carlos.williams@gsa.gov

IP Address: 66.10.159.189

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Holder: Carlos Williams

Location: DocuSign

11/8/2023 1:45:18 PM

carlos.williams@gsa.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: US General Services Administration

Location: DocuSign

Signer Events

James Thompson

james.f.thompson@gsa.gov

Contracting Officer

US General Services Administration

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
James Thompson
0CAC1C4CA2CB4C4...

Signature Adoption: Pre-selected Style

Using IP Address: 108.200.235.85

Timestamp

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Signed: 11/8/2023 2:35:28 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keitra E Harris

keitra.harris@gsa.gov

Section Chief 4P1L1BB

US General Services Administration

Security Level: Email, Account Authentication (None)

DocuSigned by:
Keitra E. Harris
E4856E03592B463...

Signature Adoption: Uploaded Signature Image

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Viewed: 11/8/2023 10:05:19 PM

Signed: 11/8/2023 10:05:42 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Notary Events

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Envelope Summary Events**Status****Timestamps**

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Payment Events**Status****Timestamps**