

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

6E-1

Meeting Date: September 12, 2006

☐ Consent

☒ Regular

☐ Ordinance

☐ Public Hearing

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A) Restated Internal Memorandum of Lease with Department of Airports (DOA) for the PBSO Aviation Unit Facility (AUF) (R2004-0377);
- B) Restated Sublease and Fuel Provision Agreement with the City of West Palm Beach (City) (R2005-1328);
- C) A budget amendment in the amount of \$781,500 in the Public Building Improvement Fund recognizing revenue received from the City West Palm Beach (City) and increasing the project budget;
- D) A budget transfer in the amount of \$322,740 in the General Fund from reserves to establish a transfer budget line to the Public Building Improvement Fund;
- E) A budget amendment in the amount of \$322,740 in the Public Building Improvement Fund recognizing funds transferred from the General Fund and increasing the project budget;
- F) A budget transfer in the amount of \$635,318 in the Public Building Improvement Fund from reserves to increase the project budget;
- G) A budget transfer in the amount of \$500,000 in the Law Enforcement Impact Fee fund from reserves to increase the project budget;
- H) A budget amendment in the amount of \$1,000,000 in the Public Building Improvement Fund recognizing revenue from PBIA and increasing the project budget;
- I) Supplement No. 2 to Consultant Service Authorization No. 14 to contract with Stephen Boruff, AIA (R2003-0525) for additional professional architectural, engineering and construction administration services for the AUF in the amount of \$198,000; and
- J) Amendment No. 10 to the Contract with Catalfumo Construction and Development, Inc. (R2003-1543) for construction management services for construction of a 16,320 square foot AUF establishing a Guaranteed Maximum Price (GMP) in the amount of \$4,174,931.73.

**Summary:** In 2004, the Board approved a 20-year interdepartmental lease (Lease) with DOA (R2004-0377) for property at PBIA which allows the development, construction and operation of a hangar and aviation fuel facilities as well as subleasing to other governmental public safety agencies. Facilities Development & Operations (FDO) planned to improve and expand the existing hangar by adding two helicopter bays. The Lease terms required that all plans and specifications for the renovation of the AUF be approved by DOA. As a result of potential conflicts between the proposed expansion and future airfield improvements, it became necessary to prepare a revised development plan and lease. The restated lease agreement provides for the construction of a new hangar and the relocation of the existing fuel facility to a location acceptable to DOA and the reduction of the overall size of the leased property. DOA has also agreed to reimburse FDO for the costs associated with the relocation of the facilities in an amount no less than \$900,000 and not to exceed \$1,100,000 based on actual expenses incurred. **(Summary Continued on Page 3)**

**Background and Policy Issues:** The existing PBSO hangar was constructed in 1984 for the storage, operation and maintenance of helicopters and fixed wing aircraft. As the facility is over 21 years old, modernization and rehabilitation is required.

**(Background & Policy Issues Continued on Page 3)**

**Attachments**

- |  |                                    |
|--|------------------------------------|
| 1. Location Map  | 8. Budget Transfer Fund 3803       |
| 2. Restated Memorandum of Lease with DOA                                       | 9. Budget Amendment Fund 3804      |
| 3. Restated Sublease and Fuel Provision Agreement with City of West Palm Beach | 10. Budget Availability Statement  |
| 4. Budget Amendment in Public Building Improvement Fund                        | 11. Supplement No. 2 to CSA No. 14 |
| 5. Budget Amendment in General Fund Reserves                                   | 12. Amendment No. 10               |
| 6. Budget Transfer Fund 0001   |                                    |
| 7. Budget Transfer in General Fund Reserves                                    |                                    |

Recommended By: \_\_\_\_\_

*Ammy Wolf*  
Department Director

8/31/06  
Date

Approved By: \_\_\_\_\_

*[Signature]*  
County Administrator

7/11/06  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	4,432,931.73	0	0	0	0
Operating Costs		0	<46,069>	<46,069>	<46,069>
External Revenues	(1,781,500)	0	<3,600>	<3,600>	<3,600>
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	2,651,431.73		<49,669>	<49,669>	<49,669>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No: Fund 3804 Dept. 411 Unit B356 Object 6502 4,174,932

3803 411 B365 6502 258,000

B. Recommended Sources of Funds/Summary of Fiscal Impact: 3802 411 B365 RSRC 6690 <1,781,500>

Memorandum of Lease with DOA results in reduction of annual ground rental (46,069), AND  
ESTATED SUBLEASE AND FUEL PROVISION with WPB results in annual maint revenue of 3,600 to County.

C. Departmental Fiscal Review \_\_\_\_\_

## III. REVIEW COMMENTS:

A. OFMB Budget and/or Contract Development and Control Comments: \$1,000,000 from DOA will come from general airport revenues.

9-5-06  
OFMB Budget  
9/5/06

B. Legal Sufficiency:

9/5/06  
Assistant County Attorney

C. Other Department Review:

9/5/06

9/17/06  
Contract Development and Control  
9/1/06 The documents in this item comply with our review requirements. At the time of our review, the sublease with WPB was not executed, and Facilities was obtaining the Builder's Risk insurance from Catalina.

This summary is not to be used as a basis for payment.

### Summary (Cont'd)

In 2005, the City of West Palm Beach agreed to fund the construction of one of the two helicopter bays being added as part of the expansion of the hangar in exchange for a written sublease (R2005-1328). As the expansion of the existing hangar is no longer going to be constructed, the City has decided instead to fund the construction of one of the helicopter bays in the new hangar. The restated sublease agreement sets forth the terms of the City's payments for the design and construction of the hangar bay, its ongoing obligations as a sublessee and the continued purchase of aviation fuel. The City has already paid the County \$56,000 for design services. The City must fund the construction of the subleased bay in the amount of \$781,500 in advance of the work in order for the work to commence. The restated sublease is subject to all of the terms and conditions of the restated lease between DOA and FDO.

Given the need to relocate and construct a new hangar, changes to the design and construction contracts were required. Supplement No. 2 for Stephen Boruff provides for the re-design of the relocated hangar. Architectural services shall include design development, construction document preparation, permitting and bidding assistance and construction administration. Pursuant to this annual contract, Stephen Boruff agrees to meet or exceed an overall minimum SBE participation of 15%. The SBE participation in this authorization is 95.9%. When added to the consultant's participation to date, the results are 57.8% participation.

Pursuant to its CM at Risk contract for general government facilities, Catalfumo submitted a GMP for Catalfumo's most recent estimate of construction \$4,174,931.73. The SBE goal for this project is 15%. Catalfumo is aware of the SBE requirement and has reconfirmed to staff its commitment to exceed that goal. The duration of construction is 266 calendar days to substantial completion. Construction shall begin no sooner than November 1, 2006. Catalfumo's builders risk insurance will exclude wind coverage, based on a recommendation from Risk Management, because the excessive coverage costs are unjustifiable when weighed against the risk of hurricane damage. **(Capital Improvements Division) District 2 (LMB)**

### BACKGROUND & POLICY ISSUES (CONT'D)

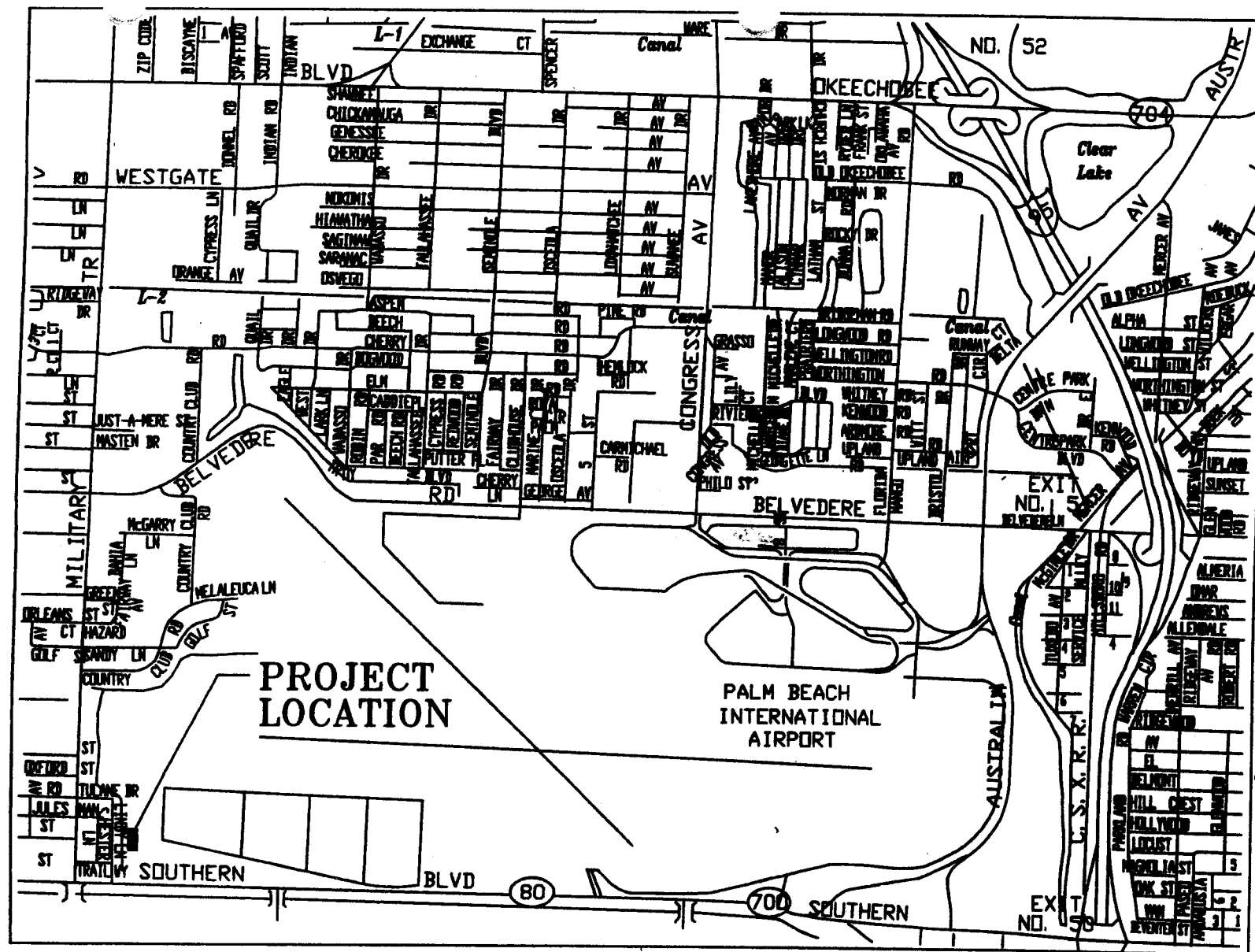
In 2004, FDO signed a new 20-year interdepartmental lease with DOA for property at PBI which allows the development, construction and operation of a hangar and aviation fuel facilities as well as subleasing to other governmental public safety agencies. FDO planned to improve and expand the existing hangar by adding two helicopter bays. The Lease terms required that all plans and specifications for the renovation of the hangar be approved by DOA. Recently DOA withheld final approval of FDO's construction plans in order to preserve DOA's ability to implement future airfield improvements, which required the abandonment of plans to renovate and expand the existing hangar, the construction of new hangar and relocation of the fuel facility. The restated lease agreement provides for the construction of a new hangar in a location acceptable to DOA, the relocation of the existing fuel facility to a location acceptable to DOA and the reduction of the overall size of the leased property. DOA has also agreed to reimburse FDO for the costs associated with the relocation of the facilities in an amount estimated to be \$1,032,000, but no less than \$900,000 and not to exceed \$1,100,000 after the work is completed but in no event sooner than October 1, 2007.

In 2005, the City of West Palm Beach agreed to fund the construction of one of the two helicopter bays being added as part of the expansion of the hangar in exchange for a written sublease (R2005-1328). As the expansion of the existing hangar is no longer going to be constructed, the City has decided instead to fund the construction of one of the helicopter bays in the new hangar. The restated sublease agreement sets forth the terms of the City's payments for the design and construction of the hangar bay, its ongoing obligations as a sublessee and the continued purchase of aviation fuel. The City has already paid the County \$56,000 for design services. The City must fund the construction of the subleased bay in the amount of \$781,500 in advance of the work in order for the work to commence. The restated sublease is subject to all of the terms and conditions of the restated lease between DOA and FDO.

Construction Manager (CM) at Risk is a project delivery method in which the CM provides design-phase assistance in evaluating costs, schedule, alternate designs, systems, and materials and then serves as the General Contractor issuing subcontracts for construction. Catalfumo is under a contract to provide these services on a continuing annual basis. Catalfumo has been assisting the architect and staff in design development and preliminary value engineering.

In order to maintain a schedule which includes completion prior to next year's hurricane season, the building shell design and permitting must be completed while final plan preparation and permitting is taking place. Due to long acquisition lead times, the building shell will be designed, ordered, manufactured and erected while the design and permitting of the interior and site work are ongoing.

ATT. # 1



SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST

LOCATION MAP

N. T. S.



## INTERNAL MEMORANDUM OF LEASE

**THIS INTERNAL MEMORANDUM OF LEASE** (this "Lease") is made and entered into \_\_\_\_\_ by and between the Palm Beach County Department of Airports, an administrative department of Palm Beach County (the "Department"), and the Palm Beach County Facilities Development and Operations Department, an administrative department of Palm Beach County (the "Tenant"), and approved by the Palm Beach County Board of County Commissioners (the "Board").

### WITNESSETH:

**WHEREAS**, Palm Beach County (the "County"), by and through its Department of Airports owns and operates Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, the Department and Tenant entered into that certain Internal Memorandum of Understanding dated February 24, 2004 (R-2004-0377) for the development, construction and operation of hangar and aviation fuel facilities ("Original Lease"); and

**WHEREAS**, the Department desires to reduce the size of Tenant's premises under the Original Lease by approximately 70,875 square feet and to relocate the existing aviation fuel facility so that the property will be available for future airfield improvements; and

**WHEREAS**, Tenant has agreed to the reduction in the size of the premises under the Original Lease and to relocate the existing aviation fuel facility in exchange for reimbursement of certain costs associated with the aforementioned reduction and relocation; and

**WHEREAS**, the Premises (as hereinafter defined) are part of Palm Beach County's Airport System, as defined in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented (the "Bond Resolution"), and are subject to certain federal grant requirements; and

**WHEREAS**, Section 722 of the Bond Resolution and the County's federal grant requirements obligate the Department to charge Tenant the same rates, fees and charges that would be applicable to other Airport tenants for use of Airport facilities; and

**WHEREAS**, this Lease is an inter-departmental agreement and is intended to formalize the understanding between the Department and Tenant regarding its use and occupancy of the Premises and to ensure that the County's Bond Resolution and federal grant requirements are satisfied; and

**WHEREAS**, this Lease will terminate and replace Original Lease upon the Effective Date of this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree to the following terms and conditions:

**ARTICLE 1**  
**EFFECTIVE DATE AND TERM**

1.01 Effective Date. This Lease shall become effective when approved by the Board (the "Effective Date").

1.02 Term. The initial term of this Lease shall be for twenty (20) years (the "Term"), which Term shall commence upon the Effective Date (the "Commencement Date"). In the event Tenant extends the Term of this Lease pursuant to Section 1.03 below, then the Term shall include such extension(s).

1.03 Options to Extend Term. Tenant shall have the right to extend the Term of this Lease for two (2) additional periods of five (5) years each subject to the terms and conditions provided for herein. Tenant may exercise the first option to extend the Term of this Lease for a period of five (5) years, at its sole discretion, by giving written notice to the Department no less than ninety (90) days prior to the expiration of the Term. Tenant may exercise the second option to extend the Term of this Lease for a period of five (5) years, subject to prior written approval of the Department, by giving no less than ninety (90) days written notice prior to the expiration of first extended term.

**ARTICLE 2**  
**PREMISES AND PRIVILEGES**

2.01 Description of Premises. Tenant shall have the right to the exclusive use and occupancy of that certain area of the Airport containing a total of 156,776 square feet as more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Original Premises"), until issuance of a final certificate of occupancy for the new hangar identified in Exhibit "D" (the "New Hangar") to be constructed by Tenant within the Reduced Premises (as hereinafter defined). Upon issuance of a final certificate of occupancy for the New Hangar, the square footage of the Premises shall be reduced by 70,875 square feet, and Tenant shall have the right to the exclusive use and occupancy of the remaining 85,901 square feet, as more particularly described in Exhibit "C," attached hereto and made a part hereof (the "Reduced Premises"). For the purposes of this Lease, the term "Premises" shall mean: (i) the Original Premises prior to the issuance of the final certificate of occupancy for the New Hangar; and (ii) the Reduced Premises on and after the issuance of the final certificate of occupancy.

2.02 Department Contribution for Reduction of Premises. In consideration of Tenant's agreement to reduce the size of the Original Premises in accordance with this Lease, to forego expanding the existing one story metal hangar and to relocate the existing aviation fuel facility within the Reduced Premises, the Department agrees to reimburse Tenant by an inter-departmental budget transfer, approved by the Board, for all reasonable and necessary costs

incurred by Tenant within the categories identified in Exhibit "E"; provided, however, Tenant acknowledges and agrees the costs to be reimbursed by the Department hereunder shall not exceed a total amount of One Million One Hundred Thousand Dollars (\$1,100,000). The budget transfer shall be processed by the Department upon the later of: (i) issuance of certificate(s) of occupancy for the New Hangar and new aviation fuel facility; or (ii) October 1, 2007. Prior the budget transfer, Tenant shall provide the Department with documentation reasonably satisfactory to the Department to establish the costs to be reimbursed by the Department hereunder. Any disputes regarding reimbursement of costs pursuant to this paragraph shall be submitted to the County Administrator for resolution. In the event the Department decides to apply for state or federal grant funding in order to satisfy its reimbursement obligations hereunder, the parties acknowledge that the Department shall be responsible for ensuring satisfaction of all applicable grant requirements on behalf of the County.

2.03 Description of Specific Privileges, Uses and Rights. Except as otherwise provided for herein, Tenant shall have the limited right to improve, construct, operate and maintain the Premises and improvements thereon for the following purposes only:

- A. Maintenance and storage of aircraft.
- B. Administrative offices.
- C. Provision of aircraft fueling services to entities providing emergency public services, as defined in the Palm Beach International Airport General Aviation Minimum Standards, adopted by Resolution No. 2003-0411, as now or hereafter amended, ("Minimum Standards").
- D. Twenty-Four (24) hour housing of personnel.
- E. Any other law enforcement purpose which has direct benefits to the Department and specifically approved by the Department after Tenant submits a written request and justification.

2.04 Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 2.03 above, Tenant shall have the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth herein and all of which shall be non-exclusive on the Airport:

- A. The general use, in common with others, of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport (including airfield access), to be used by Tenant, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, and its authorized subtenants, if any, in connection with its operations hereunder. For purposes of this paragraph, "public Airport Facilities" shall include public roadways, sidewalks, or other public facilities appurtenant to the Airport that are

not specifically leased to or under the contractual control of others.

- B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its agents and employees, patrons and invitees, suppliers of service and furnishers of material, and its authorized subtenants, if any. The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in this Section 2.04, nothing in this Lease shall be construed to grant or convey to Tenant the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party.

2.05 Restriction of Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the improvement, construction, maintenance, and operation of the Premises pursuant to the terms of this Lease. Tenant agrees that the Premises shall be utilized solely for the uses permitted in Section 2.03 above and for no other purpose whatsoever. Tenant further agrees that its operations shall be in compliance with all applicable laws, the Minimum Standards and Airport Rules and Regulations, adopted by Resolution 98-220, as now or hereafter amended.

### **ARTICLE 3** **RENTAL/FEES**

3.01 Ground Rental. The initial ground rental rate to be paid to the Department by Tenant shall be \$0.65 per square foot. Prior to the issuance of a final certificate of occupancy for the New Hangar, the initial annual ground rental amount shall be \$101,904.40 based upon the square footage of the Original Premises. Upon the issuance of a final certificate of occupancy for the New Hangar, the initial annual ground rental amount shall be reduced to \$55,835.65 based upon the square footage of the Reduced Premises, unless the final certificate of occupancy is issued on or after October 1, 2007, in which event the ground rental shall be adjusted in accordance with Section 3.05 below.

3.02 Building Rental. In the event Tenant exercises its option to extend the Term of the Lease, Tenant shall not be required to pay building rental during the first extended term, but shall remain obligated to pay ground rental in accordance with Section 3.01 above. In the event this Lease is extended upon the expiration of the first extended term, Tenant shall be obligated to pay building rental during the second extended term. Building rental shall be established at the then current fair market value as determined by appraisal and shall be in addition to the ground rental described in Section 3.01.

3.03 Buy-Out of Existing Improvements. The Department acknowledges that Tenant has paid the Department Two Hundred Twenty Thousand Dollars and 00/100 (\$220,000.00), representing the depreciated reproduction cost of the existing hangar building located within the



Original Premises as consideration in lieu of paying building rental for use of the existing hangar.

3.04 Commencement and Time of Payment. Payment of rental by Tenant to the Department shall commence upon the Commencement Date. Said rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or setoff whatsoever, by the first day of each and every month throughout the Term and extension hereof, as adjusted in accordance with the provisions of Article 3.05 below.

3.05 Adjustment of Rental.

A. If Tenant is in possession of the Premises on October 1, 2007, or any three year anniversary thereof (hereinafter referred to as the "Adjustment Date"), by virtue of this Lease, the rental rate stated herein shall be adjusted and a new rental rate, which shall be determined as hereinafter set forth, shall apply to the Premises. Such new rental rate shall be determined by the Department obtaining, within ninety (90) days prior to each Adjustment Date, an appraisal which shall set forth the fair market rental for the Premises. The Department shall select a qualified appraiser who shall appraise the Premises based upon the uses permitted herein to determine the fair market rental, and the cost of such appraisal to be borne by the Department. The Department shall submit to Tenant a written statement of the fair market rental as established by the appraisal and annual rental shall be adjusted to equal the value so determined by the appraisal, and shall be payable, as set forth herein above, commencing on the Adjustment Date. In no case shall the rental so adjusted be less than the rental for the prior period. When such new rental rate is approved and established by appropriate action of the Board, this Lease shall automatically be considered as amended to reflect the said new rental rate upon written notification by the Department to Tenant of the establishment of the rental rate applicable to the Premises.

B. Notwithstanding the foregoing, the rentals payable by Tenant hereunder for the Premises shall not exceed an amount that would be obtained by multiplying the rentals established as of the Commencement Date of this Lease by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for the month of May of the year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for the month in which this Lease became effective.

C. For the purposes hereof, the Consumer Price Index shall mean the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), United States city average, all items (1982-1984=100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982-1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index, in effect at the commencement of the Term of this Lease. In the event that such Consumer Price Index (or

successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

D. Notwithstanding anything to the contrary contained in this Lease, the rental rate shall be maintained at all times to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

3.06 Late Fees. Tenant agrees that interest at the rate established from time to time by the Board [currently set at one and one-half percent (1-1/2%) per month not to exceed eighteen percent (18%) per annum] shall accrue against the delinquent payment(s) commencing ten (10) days after such amounts shall be due, which interest shall accrue until payment is received by the Department.

3.07 Fuel Flowage Reports/Fees. On or before the 20<sup>th</sup> day of each and every month, Tenant shall submit a monthly activity report, in a form and detail satisfactory to the Department, detailing the volume of the various types of fuels and oils delivered and dispensed by Tenant. Tenant shall collect fuel flowage fees on behalf of County in accordance with Board policy as such policy may be amended from time to time. Fuel flowage fees are currently set at a rate of \$0.05 per gallon for each gallon of aviation fuel and \$0.10 per gallon for each gallon of oil sold. Unless otherwise advised in writing in advance by the Department, no fuel flowage fees shall be collected for United States government military aircraft. The fees established pursuant to this paragraph shall be applicable to aircraft owned or operated by Tenant. Tenant shall remit fuel flowage fees to the Department on each April 1<sup>st</sup> and October 1<sup>st</sup> throughout the Term and any extension hereof. Upon the expiration or termination of this Lease, Tenant shall remit to the Department all fuel flowage fees which have not yet been remitted to the Department. In the event Tenant engages in any activity for which others operating at the Airport pay a fee to County, Tenant shall pay to the Department the required fees for engaging in such activities.

#### **ARTICLE 4** **CONSTRUCTION OF IMPROVEMENTS**

##### **4.01 Construction Requirements.**

A. All new improvements shall be constructed within the Reduced Premises. Tenant acknowledges and agrees that Tenant shall not have the right to construct any new improvements outside of the Reduced Premises. The New Hangar and aviation fuel facility shall be constructed by Tenant within those locations more particularly identified in Exhibit "D", unless otherwise approved in writing by the Department. Tenant shall remove the existing one story metal hangar and associated aircraft parking apron and vehicular parking area from the Original Premises. Tenant shall remove the existing aviation fuel facility from the Original Premises in accordance with applicable local, state and federal regulations prior issuance of the final certificate of occupancy for the New Hangar and shall be responsible for any environmental

condition resulting from the removal or use of the existing aviation fuel facility, including, but not limited to, any fines, penalties and/or remediation costs.

B. All improvements to the Reduced Premises, including drainage and landscaping, shall be of attractive construction and first-class design and shall comply with any and all applicable governmental laws, regulations, rules, and orders, shall follow standard construction methods and shall be constructed in accordance with the plans and specifications approved by the Department.

C. Upon completion of construction and within sixty (60) days of Tenant's receipt of a Certificate of Occupancy or Certificate of Completion, as appropriate, for improvements, Tenant shall deliver to the Department for the permanent record of the Department one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department and a detailed statement of actual construction costs.

D. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans and that all persons or entities performing work or providing materials relating to such improvements are paid in full for such services and materials.

## **ARTICLE 5**

### **OBLIGATIONS OF TENANT**

5.01 Maintenance and Repair. Tenant shall, at its sole cost and expense, maintain the Premises and improvements and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of all governmental entities. Tenant shall repair all damages to the Premises caused by its employees, patrons, invitees, suppliers of service, or furnishers of material, or any other person whomsoever.

5.02 Utilities. Tenant shall be solely responsible for all utility connections and for all utilities used by Tenant.

5.03 Water and Sewer; Sanitary and Industrial Waste Storage; Disposal Maintenance and Operations. Tenant shall operate and maintain, at its sole cost and expense, all the components of any and all water, industrial and sanitary sewage systems and storm water drainage facilities, within the boundaries of the Premises. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof, as required by all applicable laws, regulations and rules of any governmental entity as now exists or may hereafter by promulgated.

5.04 Cleanliness of Premises; Grounds Maintenance. Tenant shall, at its sole cost and

expense, keep the Premises clean at all times. Tenant shall make no use of any portion of the Premises in a manner that causes or results in dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft or individuals, or otherwise interfere with or disturb the use or enjoyment of the Airport by others.

5.05 Security. Tenant acknowledges and accepts full responsibility for the security and protection of the Premises and any and all inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities.

## **ARTICLE 6** **DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS**

Tenant hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Tenant or by or with the consent of any person acting for or on behalf of Tenant. If the Premises, improvements or any part thereof are damaged during the Term or any extension hereof, Tenant shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. In the event of a casualty loss, Tenant shall have the option of either reconstructing the improvements in accordance with the construction requirements of this Lease or terminating this Lease. In the event Tenant elects to terminate this Lease, Tenant shall be responsible for the cost of demolition and removal of the improvements, and the Department shall be entitled to receive its pro-rata share of any insurance proceeds received as a result of such casualty based on its investment in the improvements pursuant to Section 2.02 above.

## **ARTICLE 7** **TERMINATION**

7.01 Right of Cancellation. The parties agree that, in the event either party is in default of its obligations under this Lease, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to cancel this Lease upon ninety (90) days advance written notice of termination. The parties may present any disputes arising hereunder to the County Administrator for resolution.

7.02 Annual Budgetary Funding. This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board.

7.03 Surrender of Premises. Tenant agrees that it shall immediately surrender the Premises to the Department in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations for which Tenant is responsible shall be completed by the earliest practical date prior to surrender.

## ARTICLE 8

### SUBLETTING OF PREMISES

The parties acknowledge that this is an inter-departmental agreement regarding the use and occupancy of the Premises by Tenant. The Department agrees that Tenant may negotiate the lease of the Premises on behalf of the County with other governmental entities consistent with terms and conditions of this Lease. Tenant agrees any such lease shall be subject to approval of the Department and Board and shall include any terms and conditions requested by the Department to satisfy its Bond Resolution and/or federal grant requirements, including those lease provisions set forth in Exhibit "B", attached hereto and incorporated herein. Notwithstanding the foregoing, Tenant agrees that it shall not be permitted to negotiate the lease of the existing or proposed aviation fuel facilities. In the event Tenant leases all or a portion of the Premises and receives rentals from its tenant in excess of the rentals provided for herein, the Department shall be entitled to receive fifty percent (50%) of such excess rentals. The term "rentals" shall not be construed as including any construction costs paid to Tenant for improvements to the Premises, payments made to reimburse Tenant for costs incurred by Tenant, payments for utilities, taxes, insurance or any other similar payments made to Tenant.

## ARTICLE 9

### MISCELLANEOUS

9.01 Height Restriction. Tenant agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

9.02 Operation of Airport. Tenant agrees to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

9.03 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges that the rights granted under this Lease are nonexclusive with the exception of Tenant's rights of use and occupancy of the Premises and that County may grant similar privileges to another operator or other operators on the Airport.

9.04 Inspection. The Department shall have the right, upon reasonable notice to Tenant (except in the event of an emergency, in which event no notice need be given) to enter the Premises for the purpose of inspection. The Department shall use reasonable efforts to conduct such inspection in a manner calculated to minimize interference with or disruption of Tenant's use of and operations within the Premises.

9.05 Paragraph Headings. The heading of the various articles and sections of this Lease 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 Lease or any part or parts of this Lease.

9.06 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

9.07 Notices. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to either party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Tenant at:

Property and Real Estate Management Division  
Attn: Director  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

(b) If to the Department at:

Department of Airports  
Attn: Director  
846, PBIA  
West Palm Beach, FL 33406-1491

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given to either the Tenant or Department shall be copied to the County Attorney's Office, 301 N. Olive Ave., Suite 601, West Palm Beach, FL 33401, ATTN: Airport Attorney.

9.08 Subordination to Bond Resolution. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Bond Resolution dated April 3, 1984 (Resolution No. 84-427), as amended and supplemented. County and Tenant agree that, to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and Bond Resolution.

9.09 Subordination to Governmental Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this shall be subordinate to the provisions of any existing or future agreement between the County and the State of Florida or United States of America, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

9.10 Termination of Original Lease. The parties agree the Original Lease shall terminate upon the Effective Date of this Lease and shall replace the Original Lease in its entirety.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have caused this Lease to be approved by the Board on the date first written above.

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By: \_\_\_\_\_  
Director, Department of Airports

By: \_\_\_\_\_  
Director, Department of Facilities Dev. & Ops.



**EXHIBIT "A"**  
**ORIGINAL PREMISES**

Airport Lease

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# STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 200-013-04

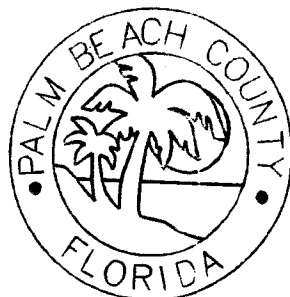
## P.B.I.A. PARCEL S-1A SHERIFF'S OFFICE LEASE BOUNDARY SURVEY

KAREN T. MARCUS  
DISTRICT 1

JEFF KOONS  
DISTRICT 2

MARY McCARTY  
DISTRICT 4

TONY MASILOTTI  
DISTRICT 6

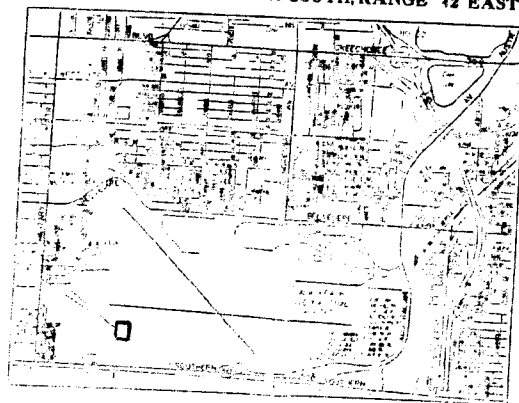


WARREN H. NEWELL  
DISTRICT 3

BURT AARONSON  
DISTRICT 5

ADDIE L. GREENE  
DISTRICT 7

SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LOCATION MAP

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICE  
100 AUSTRALIAN AVENUE



P.B.I.A. PARCEL S-1A  
SHERIFF'S OFFICE LEASE  
BOUNDARY SURVEY

1

2

200-013-04



**EXHIBIT "B"**  
**LEASE TERMS**

1. Subordination to Bond Resolution. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Bond Resolution dated April 3, 1984 (Resolution No. 84-427), as amended and supplemented. County and Tenant agree that, to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and Bond Resolution.
2. Subordination to Governmental Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this shall be subordinate to the provisions of any existing or future agreement between the County and the State of Florida or United States of America, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
3. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This paragraph shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.
4. Federal Review. Tenant acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration ("FAA") to determine satisfactory compliance with federal law or grant assurances and agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Lease which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.
5. Height Restriction. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the

Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

6. Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.
7. Operation of Airport. Tenant expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
8. Release. Tenant acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.
9. Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant understands and agrees that the rights granted under this Lease are nonexclusive and that County may grant similar privileges to another operator or other operators on the Airport.
10. Non-discrimination. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Premises, (b) in the construction of any improvements on, over, or under such Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Part 21 of Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Non-discrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, as now or hereafter amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Lease and reenter and repossess said Premises and facilities hereon, and hold the same as if said Lease had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Part 21 of the Code of Federal Regulations are followed and completed including exercise or expiration of appeal rights.
11. Disadvantaged Business Enterprises/Affirmative Action. Tenant acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR Part 152, Affirmative Action Employment Programs may be applicable to the activities of Tenant under the terms of this Lease, unless exempted by said regulations, and hereby agrees to comply with all requirements of Department, the Federal Aviation

Administration and the U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. Failure to comply with these requirements may be grounds for default and cancellation of this Lease. Any cancellation pursuant to this paragraph shall not be effective until the procedures specified in said federal regulations or established by County are completed, including exercise or expiration of any appeal rights.

**EXHIBIT "C"**  
**REPLACEMENT PREMISES**

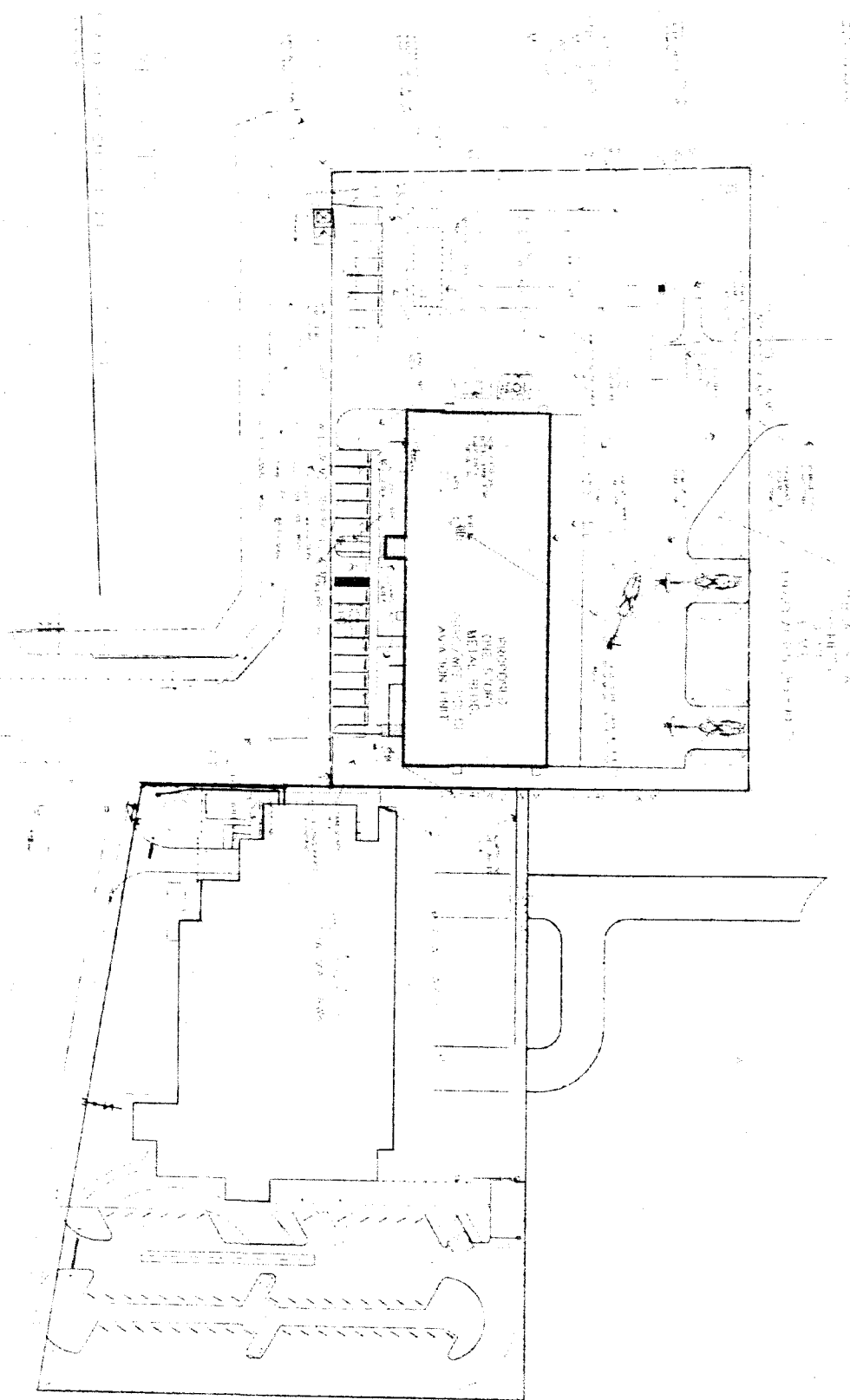
Airport Lease

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**EXHIBIT "D"**  
**SITE PLAN OF REPLACEMENT PREMISES**

## **EXHIBIT "E"**

### **COST CATEGORIES**

The Department and Tenant agree that the following cost categories are eligible for reimbursement pursuant to Section 2.02 of this Lease:

1. Design Professional's fees to redesign all building, civil, and related plans necessary to construct the new hanger facility as shown in Exhibit "D".
2. Any permit fees that were paid by the Tenant in pursuit of the renovated/expanded facility which will have to be re-paid in pursuit of the new hanger facility.
3. The cost to purchase and install a 3<sup>rd</sup> set of hanger doors.
4. Costs directly related to the design, permitting, and relocation of the Jet A fuel facility from its current location to the location approved in Exhibit "D".
5. The cost of the demolition of the existing hanger and slab at the completion and occupancy of the new hanger.
6. The cost of additional landscaping made necessary due to the development having increased frontage thus requiring landscaping, per code.
7. The cost of designing, permitting and constructing new tarmac to accommodate the new hanger location.
8. The cost of designing, permitting and constructing a new asphalt parking lot to accommodate the new hanger location.
9. The difference in cost for the metal building between the new building and the renovated-expansion originally contemplated.
10. The difference in cost for the new offices/living quarters between the new building and the minor renovations originally contemplated.
11. The difference in cost for the new footings and slab on-grade between the new building and the renovation/expansion originally contemplated.

**SUBLEASE AND FUEL PROVISION AGREEMENT BETWEEN PALM BEACH  
COUNTY AND THE CITY OF WEST PALM BEACH**

**THIS SUBLEASE AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of West Palm Beach, a municipal corporation, hereinafter referred to as "City" or "Tenant".

**WITNESSETH**

**WHEREAS**, the Palm Beach County Facilities Development and Operations Department (FD&O), an administrative department of the County, leases certain real property from the Palm Beach County Department of Airports (Airports), an administrative department of Palm Beach County, at the Palm Beach International Airport (PBIA) through a Memorandum of Lease, to operate a hangar and aviation fuel facilities known as the Aviation Unit Facility (AUF); and

**WHEREAS**, County plans to construct a new AUF with three helicopter bays, two bays for use by the Palm Beach County Sheriff's Office (PBSO) and the other to sublease to the City; and

**WHEREAS**, City desires to sublease one of the bays at the AUF for the City's Air Support Unit in exchange for a capital contribution to the costs of construction; and

**WHEREAS**, City will greatly benefit from the use of the AUF in terms of cost savings and efficient air support for its police department; and

**WHEREAS**, this Sublease and Fuel Provision Agreement will terminate and replace in its entirety the Sublease and Fuel Provision Agreement between the parties approved pursuant to R-2005-1328, as amended, dated July 12, 2005 ("Original Sublease").

**NOW THEREFORE**, it is hereby mutually covenanted and agreed by and between the parties hereto that this Sublease is made upon the agreements, terms, covenants and conditions hereinafter set forth.

**Section 1 Premises**

1.01 In consideration of the capital contribution, covenants and agreements hereinafter reserved and contained on the part of the City to be observed and performed, the County demises and subleases to the City, and the City rents from County, the improvements (Premises) that make up the easternmost hangar bay in the AUF as depicted on the Floor Plan attached as Exhibit A. For the purpose of this Sublease, the Premises shall consist of all building improvements and any fixed capital equipment provided by the County as part of the construction of the facility. City shall have the exclusive use and control of the Premises subject to the applicable terms and conditions of this Sublease, as well as reasonable rules and regulations for the use thereof as may be

Air Support Unit Sub Lease  
Restated 081606

ATT. #3

promulgated by County from time to time, which shall not abrogate the rights of the City as set forth in this Sublease.

## **Section 2 Incorporation of the Airport Lease Terms**

2.01 The County is subleasing the Premises to the City subject to the terms and conditions of the inter-departmental memorandum of lease between FD&O and Airports, a copy of which is attached hereto as Exhibit B (Primary Lease), the terms of which are hereby incorporated into this Sublease. The City acknowledges and agrees that this sublease shall be subject to the terms and conditions set forth in Exhibit B to the Primary Lease. City acknowledges the Primary Lease and that it has received, reviewed and commit to abide by the terms and conditions of the Primary Lease. The estate created hereby is that of a subleasehold. All rights and interests of City are hereby subject to the paramount interests of County as owner of the underlying real property of which the Premises form a part.

2.02 This Agreement shall not be construed as creating a term longer than that granted to FD&O under the Primary Lease with Airports, nor to establish or create rights in City of a greater magnitude than those possessed by FD&O under the Primary Lease.

2.03 In the event of an inconsistency between provisions of this Agreement and the Primary Lease, the terms of the Primary Lease shall control. City warrants that it will not take any actions which violate the inter-departmental lease between FD&O and Airports.

## **Section 3 Length of Term and Effective Date**

3.01 The term of this Sublease shall commence upon execution of the Sublease by the City and the County (Effective Date) and shall extend until the Primary Lease terminates unless terminated for cause per Section 16 of this Sublease. The City shall have no option to renew or extend this Sublease beyond the date of written notice of termination from the County. Upon termination of this Sublease, the City shall hold no interest in the Premises and shall vacate the Premises immediately.

## **Section 4 Construction of Premises**

4.01 County shall construct the Premises as set forth in Exhibit C as part of its construction of the AUF (County Project). The County shall construct the County Project, including the Premises, in accordance with all governmental and regulatory requirements pertaining thereto. The County shall manage the County Project through design and construction.

4.02 City's participation in the design and construction of the Premises shall be limited to:

1. Review of plans pertaining to Premises. This review process includes reviewing the progress drawings within fourteen (14) calendar days of receipt from the County and providing programmatic information including a complete list of the intended uses of the Premises and City provided equipment to be installed necessary for

the design of the facility to the County within fourteen (14) business days of the Effective Date of this Sublease.

2. Requesting changes to the design of the Premises' interior.
3. Observing the physical construction of Premises.
4. Reviewing courtesy copies of change orders.
5. Requesting and funding City-initiated change orders to the design of the Premises' interior.

The County has the right to deny proceeding with City-initiated change orders if the County determines that the change will impact the construction schedule or the adjoining improvements of the County Project. Approval of City-initiated change orders will not be unreasonably withheld by the County.

4.03 Within five (5) calendar days of the Effective Date of this Sublease, City shall provide the County and name and contact information of the City employee authorized to review plans of the Premises, request changes to the Premises and authorize City-initiated change orders to the design of the Premises' interior.

4.04 Upon final completion of the County Project, the County shall make the Premises available to the City and the City shall occupy the Premises.

#### **Section 5 Payments to the County**

5.01 As consideration for this Sublease, the City shall pay the County in accordance with this Section 5.

5.011. For design services, City has paid County a lump sum amount of \$56,000.

5.012 For construction services, City shall pay County a lump sum amount of \$781,500 before the County enters into a construction contract. Should the City fail to make payment to County within three weeks of notification of intent to award a construction contract, County may terminate this Sublease and halt construction of the Premises.

5.013 City shall compensate County for any costs associated with City-initiated changes in design or construction when requested and approved by the County.

#### **Section 6 Surrender of Premises**

6.01 Upon termination or expiration of this Sublease, the City, at its sole cost, shall remove its personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the commencement of the Sublease, reasonable wear and tear excepted.

#### **Section 7 Repairs and Maintenance**

7.01 City shall keep the Premises in orderly condition at all times. City shall not use any portion of the Premises in a manner that causes or results in dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft or individuals, or otherwise interfere with or disturb the use or enjoyment of PBIA by others.

7.011 City shall adopt and enforce any reasonable operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section. The City shall adopt and enforce any reasonable operational rules and regulations provided in writing by the County with regard to maintenance, operational and/or environmental practices for an equipment maintenance operation. City shall use the Premises strictly in accordance with the County's design criteria.

7.012 City shall be solely responsible for conducting operations on the Premises in accordance with all applicable federal, state and local ordinances, laws and regulations, as now or hereafter amended, including, but not limited to, Chapters 62-710, 62-730, 62-761, and 62-762 of the Florida Administrative Code; the Palm Beach County Airport Rules and Rules and Regulations (R-98-220), Federal Aviation Advisory circulars; and OSHA regulations.

7.013 City shall reimburse the County for the costs of maintenance to the Premises. County shall provide an invoice to the City for the repairs and maintenance of \$3,600 annually by July 1<sup>st</sup> each year. City shall reimburse PBSO for costs associated with custodial to the Premises in the amount of \$1,200 annually by July 1<sup>st</sup> each year. Payments to the PBSO shall be made directly to the Palm Beach County Sheriff's Office, 3328 Gun Club Road, West Palm Beach, FL 33406 Reference: Aviation Unit Sub Lease.

7.014 City shall be solely responsible for providing maintenance (and funding) for all fixed and non-fixed equipment supplied by the City for the operation of its Air Support Unit.

7.02 County shall maintain, repair and keep the Premises in good condition during the term of the Sublease. All maintenance and repair services shall be provided through its own forces and contractors. City shall immediately notify the County of any problems or concerns regarding repairs and maintenance. Questions of the County relating to maintenance of the Premises shall be directed to Facilities Management, 3228 Gun Club Rd, West Palm Beach, FL. 33406, phone number 561-688-4660 and fax 561-233-2088. All custodial and grounds maintenance services shall be provided by PBSO and its contractors. Questions of PBSO regarding custodial and grounds maintenance shall be made directly to PBSO General Services, 3228 Gun Club Road, West Palm Beach FL. 33406, phone number 561-688-3030, fax number 561-688-4330

#### **Section 8 Alterations to the Premises**

8.01 City shall not make any improvements, additions, modifications or alterations, nor install any fixed or non-fixed equipment requiring any type of fuel to operate (eg: electricity, propane, natural gas, diesel, etc) in the Premises without prior written consent of the County.

8.02 In the event that the City submits a written request for any improvements, additions, modifications, alterations or installation of equipment described above, the County shall review the request and provide a response requesting additional information and/or approval within 30 calendar days from receipt. Consent of the County shall not be

unreasonably withheld. Written consent, shall, at a minimum 1) identify what portion of the work is to be performed by, or coordinated with, the County; 2) the costs of such services, and 3) any scheduling considerations. The City shall comply with all requirements of the written consent. Failure to comply with the requirements of the written consent will be considered a default pursuant to this Sublease.

8.03 The total cost of improvements pursuant to this Section, shall be made at the City's sole cost. Payment for the costs owed the County for such work or services shall be paid in advance of the work upon receipt of an invoice from the County.

#### **Section 9 Security**

9.01 City shall prevent unauthorized access, and provide security and protection to the Premises at all times.

#### **Section 10 Rights to Enter**

10.01 County shall have the right to enter the Premises at any time necessary, with notice, to implement its responsibilities pursuant to this Sublease and for purposes of inspection of the Premises generally. The County shall exercise reasonable efforts to minimize interference with or disruption of the City's operations on the Premises; provided, however, County shall not be required to expend additional sums in order to comply with the foregoing requirement. This right to enter includes access to each and every area within the Premises. To the extent that secure areas within the Premises exist, the County and City shall agree to specific and reasonable written access procedures.

10.02 PBSO and its vendors shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Sublease and for any operational reason where the integrity, security, safety or protection of the AUF is in question.

10.03 The City shall have the right to enter the AUF, without notice, for any operational reason where the integrity, security, safety or protection of the AUF or Premises is in question and to use the restrooms, showers and/or kitchen equipment.

#### **Section 11 Utilities**

11.01 County (and/or PBSO on its behalf) shall be responsible for all utility connections and for prompt payment to the utility companies or providers of services for electricity, telephone, water, sewer, trash collection and removal of the Premises. City shall reimburse the County for the cost of utilities used by the City. The County shall provide an invoice to the City for the cost of utilities of \$2400 annually by July 1<sup>st</sup> each year. Payments to the PBSO shall be made directly to the Palm Beach County Sheriff's Office 3328 Gun Club Road, West Palm Beach, FL. 33406 Reference: Aviation Unit Sub Lease.

#### **Section 12 Insurance**

12.01 Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the City acknowledges to be self-insured for General Liability and Automobile Liability.



12.02 The City acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

### **Section 13 Indemnification**

13.01 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, City shall indemnify, defend, and hold harmless County from and against any and all actions, claims, or damages arising out of the City's acts, errors, or omissions in connection with this Sublease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 728.68, nor shall the same be construed to constitute an agreement by either party to indemnify the other for the other party's own acts, errors, or omissions.

13.02 The County makes no representation about the design or capabilities of the Premises. The City has decided to enter into this Sublease in order to operate its own air support for its police department. The County will have no involvement with the operations conducted by the City on the Premises and is merely providing a site and Jet A fuel for those operations.

### **Section 14 Destruction of Premises**

14.01 In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Sublease or any extension thereof, the County shall have the right, to be exercised in its sole and absolute discretion, to terminate this Sublease. The County shall exercise its right to terminate this Sublease by written notice to the City and, upon receipt thereof, this Sublease shall terminate and the parties shall be relieved of all further obligations accruing hereunder subsequent to the date of such casualty. In the event the County does not elect to terminate this Sublease, upon receipt of the insurance proceeds payable on account of such casualty, County shall commence to restore the Premises to the condition same were in immediately prior to the casualty and this Sublease shall continue to be in effect. In no event shall County be required to expend any sums in excess of the insurance proceeds received by it on account of such casualty.

### **Section 15 Assignment and Subletting**

15.01 City may not assign, mortgage, pledge or encumber this Sublease, in whole or in part, nor sublet or rent, nor enter into any concession or license agreement with respect to all or any portion of the Premises, nor grant any easements affecting the Premises. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### **Section 16 Default**

16.01 The occurrence of any one or more of the following events shall constitute an Event of Default by the City under this Sublease: (i) City's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) City's failure to perform timely or observe any other agreement, covenant or condition

contained in this Sublease should such failure continue for more than thirty (30) days after notice from County; (iii) City's vacating the Premises or a period of thirty (30) days or abandoning same; (iv) City's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (v) City's non-compliance with written procedures and regulations, provided to the City by the County pursuant to Section 7 of the Sublease, which endanger life, security or safety of County or PBSO employees, or protection of the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as are available under the laws of the State of Florida including, without limitation, the right to give the City notice that County intends to terminate this Sublease upon a specified date not less than three (3) days after the date notice is received by the City. Non-compliance with written procedures and regulations which solely endanger the protection of the Premises will not be considered a default under this Sublease until the third non-compliant activity.

16.02 In the event County fails to perform timely any term, covenant or condition of this Sublease to be performed hereunder, and such failure continues for thirty (30) days after the City provides County written notice of such default, the City shall have the right, at its option, to terminate this Sublease. Such termination shall be effective upon receipt of written notice, whereupon the parties shall be relieved of all further obligation hereunder.

### **Section 17 Fuel Management**

17.01 The parties acknowledge that that certain Interlocal Agreement between the parties (R-2000-1048) was terminated in its entirety by the Original Sublease. As part of this Sublease, County will provide Jet A fuel management services to City. Jet A fuel management services include: 1) the management and operation of fueling sites, 2) the sale of Jet A fuel, and 3) the tracking and reporting of fuel usage.

17.02. The services shall be administered by Fleet Management located at 3700 Belvedere Road, Buildings D & E, West Palm Beach, Florida 33406. Fleet Management is staffed and operated from 7:00 AM to 5:00 PM Monday through Friday, excluding County holidays.

17.03 City shall provide County with correspondence identifying the number of fuel cards required and the information necessary to code all City employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the City with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Sublease. It is the City's sole responsibility to ensure that the fuel cards are issued to, and utilized for, authorized and lawful public purposes. The fuel cards will allow City to fuel at the Aviation Fuel Facility located at 4350 Southern Boulevard, immediately north of Palm Beach County Sheriff's Office Aviation Unit Building.

17.031 City will be invoiced monthly for fuel usage on a per gallon purchased basis. The per gallon cost will be calculated by adding the actual fuel price, the applicable taxes and the plus administrative mark-up. The administrative mark-up will

be set annually by the County and take effect on October 1<sup>st</sup> each year. The County shall notify the City of the administrative mark-up prior to October 1<sup>st</sup>. The County agrees to charge the City the same administrative mark-up as it does County agencies.

17.032 City will be billed according to the provisions contained in Section 17.031 and is not obligated to purchase a minimum amount of fuel pursuant to this Sublease.

17.033 County represents that the fueling station is operated in compliance with all applicable environmental regulations and that City assumes no responsibility for the proper management of these facilities pursuant to this Sublease. Notwithstanding the language in this provision, the City shall comply with operational and environmental written procedures provided and non-compliance with such procedures shall be considered, for the purposes of the default provision in Section 16, a non-compliant activity endangering life, safety and security of the County and/or PBSO employees.

17.034 City agrees to provide each employee using a County fuel facility with procedures for use of the County's facility and ensure that its employees use the facility properly. The County reserves the right to deny fueling privileges to any City employee who fails to follow the procedures provided by County, upon immediate notification of City.

17.035 The 20' X 20' concrete pad adjacent to the fuel tank is the only location where fueling of aircraft is to occur. The aircraft is to be ground transported or taxied to the location for fueling. If emergency fueling is required, City is required to notify PBSO Aviation Unit by phone or radio and fueling must occur in designated area on 20' X 20' pad.

17.036 An emergency spill kit is available at the fuel tank for clean up of any spilled fuel. City is required to immediately report any spills to PBSO Aviation Unit and adhere to clean-up procedures posted at fuel facility.

17.037 Fueling is prohibited when there are lightning or electrical discharges in the immediate vicinity of PBIA.

17.038 Any system or equipment failure must be immediately reported to PBSO Aviation Unit.

17.039 Training is required for all operators to follow procedures for handling and dispensing fuel, safety and fire prevention.

17.0310 The fueling facility and site is to be maintained in a clean, operable condition and City is responsible for implementing good housekeeping practices during its usage at the site.

17.04 The County will prepare and transmit a monthly invoice to City itemizing the costs associated with fuel purchases. The invoice will separately identify the number of gallons purchased, the price per gallon, taxes, and administrative mark-up. City will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners  
Special Receivables Section - Finance  
P.O. Box 3977, Fund 5000  
West Palm Beach, FL 33402-3977

At any time, the City may request information concerning its fuel charges.

17.05 Any notice concerning the fuel services provisions of this Sublease shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:  
County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

With a copy to:  
Director, Fleet Management Division  
3700 Belvedere Road, Building D  
West Palm Beach, FL 33406

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401  
ATTN: Airport Attorney

As to the City:  
City Administrator  
200 2<sup>nd</sup> Street  
P.O. Box 3366  
West Palm Beach, FL 33401

Chief of Police  
600 Banyan Boulevard  
West Palm Beach, FL 33401

With a copy to:  
City Attorney  
200 2<sup>nd</sup> Street  
P.O. Box 3366  
West Palm Beach, FL 33401

Invoices to the City shall be sent to:  
Fiscal Services  
West Palm Beach Police Department  
600 Banyan Boulevard  
West Palm Beach, FL 33401

**Section 18 Annual Budgetary Funding**

18.01 This Sublease and all obligations of the County and City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and City of West Palm Beach City Commission.

**Section 19 Examination of Books and Records**

19.01 The City shall maintain such books and records of its operations as are necessary to account fully and completely for the operations conducted within the Premises. Such books and records shall be maintained for at least three (3) years following the end of the City's fiscal year. The County shall have the right to examine said records for any purpose reasonably related to the County's Lease (Primary Lease) of the Premises.

**Section 20 Entire Agreement**

20.01 This Sublease and any Exhibits attached hereto and forming a part thereof, as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the City concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Sublease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Sublease shall be binding upon the County or City unless reduced to writing and signed by them.

**Section 21 Notices**

21.01 Any consents, approvals and permissions by the County shall be effective and valid only if in writing, and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:  
Property and Real Estate Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

With a copy to:  
Director, Facilities Development & Operations  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to the City:  
City Administrator  
200 2<sup>nd</sup> Street  
P.O. Box 3366  
West Palm Beach, FL 33401

Chief of Police  
600 Banyan Boulevard  
West Palm Beach, FL 33401

With a copy to:  
City Attorney  
200 2<sup>nd</sup> Street  
P.O. Box 3366  
West Palm Beach, FL 33401

#### **Section 22 Severability**

22.01 If any term of this Sublease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Sublease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

#### **Section 23 Governing Law**

23.01 This Sublease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

#### **Section 24 Time of Essence**

24.01 Time is of the essence with respect to the performance of every provision of this Sublease in which time of performance is a factor.

**Section 25 Waiver, Accord and Satisfaction**

25.01 The waiver by either party hereto of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by the County to or of any act by the City requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by the City.

**Section 26 Non-exclusivity of Remedies**

26.01 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**Section 27 Construction**

27.01 No party shall be considered the author of this Sublease since the parties hereto have participated in extensive negotiations, drafting and redrafting of this document to arrive at a final Sublease. Thus, the terms of this Sublease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Sublease and the same shall remain in full force and effect.

**Section 28 Termination of Original Sublease**

28.01 The Original Sublease shall terminate upon the Effective Date of this Sublease and shall replace the Original Sublease in its entirety.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

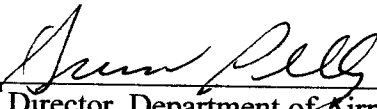
By: \_\_\_\_\_  
Deputy Clerk

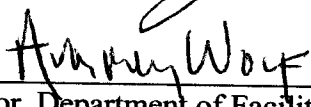
By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By:   
Director, Department of Airports

By:   
Director, Department of Facilities Dev. & Ops.



ATTEST:  
CITY CLERK

CITY OF WEST PALM BEACH

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Lois Frankel, Mayor

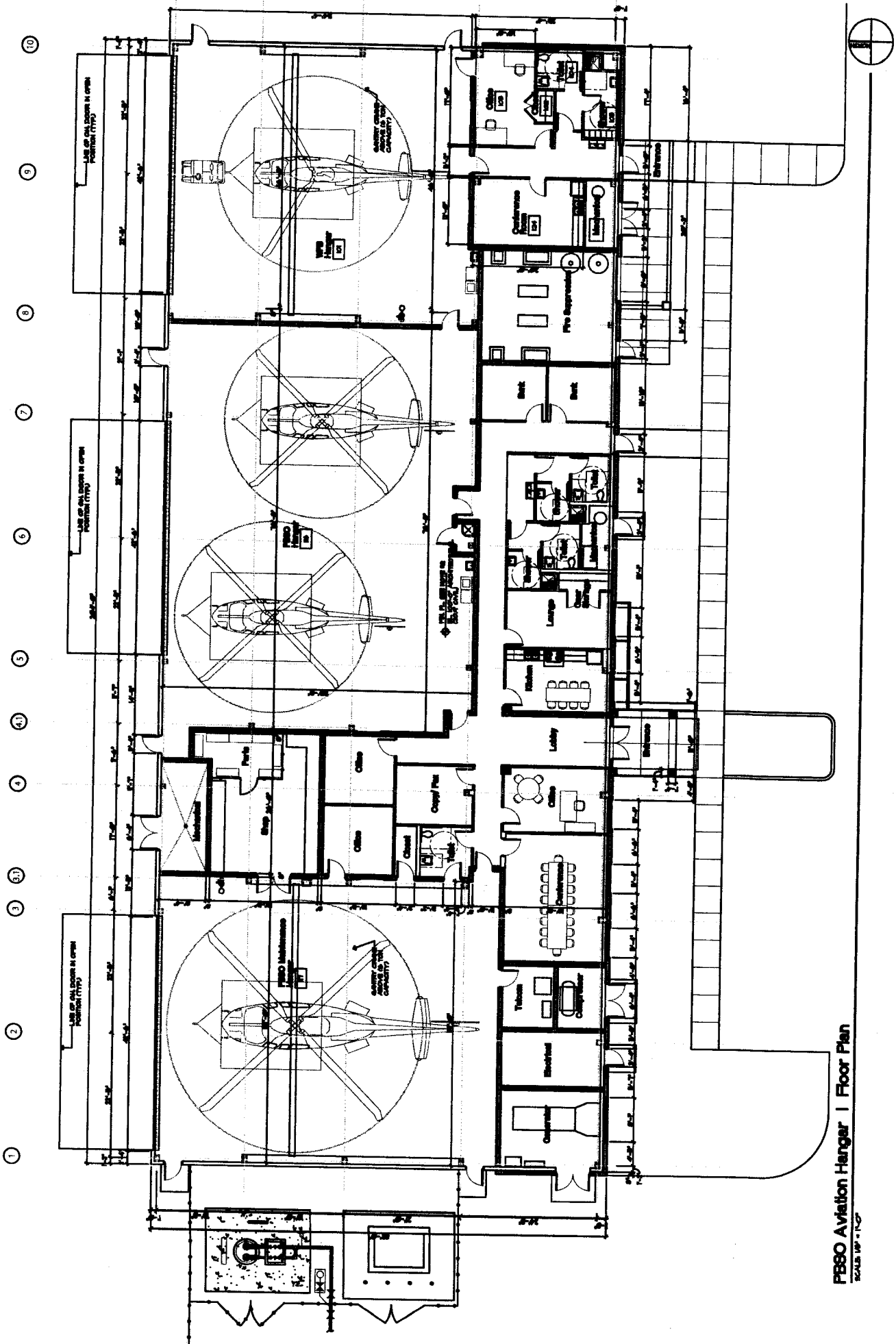
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Chief of Police

**EXHIBIT "A"**  
**FLOOR PLAN OF AUF**



PB80 Aviation Hanger | Floor Plan  
SCALE 1/4" = 1'-0"

**EXHIBIT "B"**  
**PRIMARY LEASE**

Air Support Unit Sub Lease  
Restated 081606

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06 - 1283

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

BGEX 410 \* 2055

BGRV 410 \* 580

BUDGET AMENDMENT

FUND 3804 - Public Building Improvement Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/21/06	REMAINING BALANCE
<u>REVENUE</u>								
<u>PUBLIC BUILDING IMPROVEMENT</u>								
411 B356	6690 Other Contributions	0	0	781,500	0	781,500	0	781,500
<b>TOTAL RECEIPTS &amp; BALANCES</b>		70,560,793	75,779,197	781,500	0	76,560,697		
<u>EXPENDITURES</u>								
<u>PBSO AVIATION</u>								
411 B356	6502 Building Construction CIP	1,614,831	1,614,831	781,500	0	2,396,331	360,336	2,035,995
<b>TOTAL APPROPRIATIONS AND EXPENDITURES</b>		70,560,793	75,779,197	781,500	0	76,560,697		

Facilities Development & Operations

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

*Anthony Wolf*  
*[Signature]*  
*9/5/06*

8/31/06  
9-5-06

By Board of County Commissioners

At Meeting of September 12, 2006

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT # 4

06-1284

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

BGEX 410 \*2055  
BGRV 410 \*581BUDGET AMENDMENTFUND 3804 - Public Building Improvement Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/22/06	REMAINING BALANCE
<u>REVENUE</u>								
<u>PUBLIC BUILDING IMPROVEMENT</u>								
800 9100	8000 - Trf from General Fund	0	0	322,740	0	322,740	0	322,740
<b>TOTAL RECEIPTS &amp; BALANCES</b>		70,560,793	76,560,697	322,740	0	76,883,437		
<u>EXPENDITURES</u>								
<u>PBSO AVIATION</u>								
411 B356	6502 Building Construction CIP	1,614,831	2,396,331	322,740	0	2,719,071	360,336	2,358,735
<b>TOTAL APPROPRIATIONS AND EXPENDITURES</b>		70,560,793	76,560,697	322,740	0	76,883,437		

Facilities Development & Operations  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*Anthony Wolf*  
*[Signature]*  
 9/5/06

8/31/06  
 9-5-06

By Board of County Commissioners  
At Meeting of September 12, 2006Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT # 5

06 - 1285

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BGEX 410\*2057

BUDGET TRANSFER  
FUND 0001 - GENERAL FUND

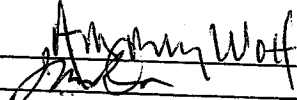
Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/22/06	REMAINING BALANCE
<u>GENERAL FUND - RESERVES</u>								
820 9900	9901 - Contingency Reserves	15,000,000	3,924,765		322,740	3,602,025	0	3,602,025
<u>PUBLIC BUILDING IMPROVEMENT FUND</u>								
820 9100	9204 - Transfer to Public Building Fund 3804		0	322,740	0	322,740		322,740
TOTAL				322,740	322,740			

FACILITIES DEVELOPMENT & OPERATIONS  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval

Signatures

Date

  
9/15/06

8/31/06  
9-15-06

By Board of County Commissioners  
At Meeting of September 12, 2006

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT #6

06 - 1286

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

BGEX 410 \* 2060

BUDGET TRANSFER

FUND 3804 - PUBLIC BUILDING IMP FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/21/06	REMAINING BALANCE
<u>RESERVES</u>								
821 9814	9907 - Reserve for Future Cons	473,810	612,052	0	579,318	32,734	0	32,734
821 9814	9906 - Reserve for Restricted Projects	1,030,221	1,030,221		56,000	974,221		974,221
<u>PBSO AVIATION</u>								
411 B356	6502 - Building Construction CIP	1,614,831	2,719,071	635,318	0	3,354,389	360,336	2,994,053
TOTAL				635,318	635,318			

FACILITIES DEVELOPMENT & OPERATIONS

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval

Signatures

Date

Anthony W. Wolf  
8/31/06

8/31/06

By Board of County Commissioners

At Meeting of 09/12/06

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT #7



06-1287

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

BGEX 410 \*2058

BUDGET TRANSFER

FUND 3803 - LAW ENFORCEMENT IMPACT FEE FUND

Use this form to provide budget for items not anticipated in the budget.

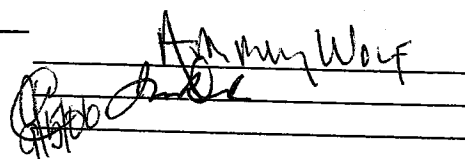
ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 08/21/06	REMAINING BALANCE
<u>RESERVES</u>								
821 9999	9909 Reserve improvement projects	1,723,837	1,067,290	0	500,000	567,290	0	567,290
<u>PBSO AVIATION</u>								
411 B356	6502 Building Construction CIP	400,000	400,000	500,000	0	900,000	75	899,925
TOTAL				500,000	500,000			

FACILITIES DEVELOPMENT & OPERATIONS

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval

Signatures

Date

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/31/06  
9-5-06  
\_\_\_\_\_  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of September 12, 2006  
\_\_\_\_\_  
\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT #2

06 - 1288

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

BGEX - 410 \* 2059

BGRV - 410 \* 582

BUDGET AMENDMENT

FUND 3804 - Public Building Improvement Fund

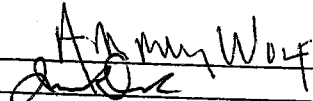
Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/21/06	REMAINING BALANCE
<u>REVENUE</u>								
<u>PUBLIC BUILDING IMPROVEMENT</u>								
411 B356	6690 Other Contributions	0	0	1,000,000	0	1,000,000	0	1,000,000
TOTAL RECEIPTS & BALANCES		70,560,793	76,883,437	1,000,000	0	77,883,437		
<u>EXPENDITURES</u>								
<u>PBSO AVIATION</u>								
411 B356	6502 Building Construction CIP	1,614,831	3,354,389	1,000,000	0	4,354,389	360,336	3,994,053
TOTAL APPROPRIATIONS AND EXPENDITURES		70,560,793	76,883,437	1,000,000	0	77,883,437		

Facilities Development & Operations  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

  
9/5/06

8/31/06  
5-5-06

By Board of County Commissioners  
At Meeting of September 12, 2006

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT # 9

## FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

**REQUEST DATE:** 08/28/06

**REQUESTED BY:** Dave Dolan

**PHONE: 233-0280**  
**FAX: 233-0270**

**PROJECT TITLE:** PBSO Aviation Unit Hangar

**PROJECT NO.: 03205**

**ORIGINAL CONTRACT AMOUNT: N/A - Annual**

**BCC RESOLUTION#:**  
**DATE:**

**REQUESTED AMOUNT: \$4,174,931.73**

**CSA or CHANGE ORDER NUMBER:**

**CONSULTANT/CONTRACTOR:**      **Catalfumo Construction, Ltd.**

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:**

**GMP Construction Contract Award - \$4,174,931.73**

## CONSTRUCTION

## PROFESSIONAL SERVICES

**STAFF COSTS\*\*** (Design/Constr. Phase)

**MISC.** (permits, prints, advertising, etcetera)

**TOTAL**

**\$4,174,931.73**

**\$4,174,931.73**

**\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

BUDGET ACCOUNT NUMBER (IF KNOWN)**FUND:**

**DEPT:**

UNIT:

**OBJ:**

**FUNDING SOURCE (CHECK ALL THAT APPLY):**

☒ AD VALOREM ☐ OTHER

☐ **FEDERAL/DAVIS BACON**

**BAS APPROVED BY:**

**DATE:**

**ENCUMBRANCE NUMBER:**

## Pending Budget Transfers

Revised 03/30/04

A TT. # 10

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 08/03/06

REQUESTED BY: Dave Dolan

PHONE: 233-0280

FAX: 233-0270

PROJECT TITLE: PBSO Aviation Unit Facility

PROJECT NO.: 03205

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#: \_\_\_\_\_  
DATE: \_\_\_\_\_

REQUESTED AMOUNT: \$258,000

CSA or CHANGE ORDER NUMBER: Supplement #2 to CSA #14

CONSULTANT/CONTRACTOR: Stephen Boruff, AIA

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Professional design and construction administration services related to the construction of a new 17,000 square foot facility to replace the existing hangar, located in the southeast corner of the PBIA complex.

CONSTRUCTION

PROFESSIONAL SERVICES

STAFF COSTS\*\* (Design/Constr. Phase)

MISC. (permits, prints, advertising, etcetera)

TOTAL

\_\_\_\_\_  
\$198,000

\_\_\_\_\_  
\$60,000

\_\_\_\_\_  
\$258,000

*\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 3803 DEPT: 411 UNIT: B356 OBJ: 6505

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: \_\_\_\_\_

DATE: 8-11-06

ENCUMBRANCE NUMBER: KPO 033005-747

CONSULTANT SERVICES AUTHORIZATION

STEPHEN BORUFF, AIA ARCHITECTS + PLANNERS  
*Annual Architectural Services*

PBSO AVIATION UNIT FACILITY IMPROVEMENTS  
PROJECT NO. 03205  
DISTRICT NO. 3

THIS SUPPLEMENT NO. 2 TO AUTHORIZATION NO. 14 to the Contract dated 04/15/03 (R2003-0525) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 3 of this Authorization.

1. **CONSULTANT:** STEPHEN BORUFF, AIA ARCHITECTS + PLANNERS  
901 NORTHPOINT PARKWAY, SUITE 101  
WEST PALM BEACH, FL 33407-1956
2. **Services completed to date:** A feasibility study was completed in 2003 involving a comprehensive review of the existing aviation unit facility, and recommendations for necessary remodeling and expansion. Authorization No. 14 & Supplement No. 1 authorized Stephen Boruff, AIA to perform design, permitting, bidding and construction administration services for existing hangar renovations and construction of a new 4,800 SF hangar expansion. The design/permitting services for the renovation/expansion had been completed prior to Department of Airports' rejection of location.
3. **Description of Services to be provided by Consultant:** Professional services associated with design and construction of a new 17,000 SF facility to replace the existing facility shall include the following scope of work: investigative site visits, design and construction document preparation, regulatory approval and permit acquisition, bidding assistance and construction administration services. These services include, but are not limited to, architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, landscape architecture and irrigation design as detailed on the attached proposal dated August 10, 2006.
4. **History:**

<u>CSA No.</u>	<u>Date</u> <u>Approved</u>	<u>Amount</u>	<u>Status</u>
CSA #23 (R99-742D)	04/16/03	\$17,000	Complete
CSA #14 (R2003-0525)	05/03/05	\$149,925	In Process
Supp. 1 to CSA #14	08/10/05	\$12,325	In Process
5. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".
6. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:  
  
Lump Sum charge of \$198,000
7. **This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due.**

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

ATT.# 11

8. This Supplement No. 2 to Consultant Services Authorization No. 14 is for services partially completed by the consultant prior to the approval date of the referenced consultant services authorization.
9. **EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED**, all other terms and conditions of the original Contract remain in full force and effect.

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

COUNTY

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

WITNESS:

Faith Oakman

Faith Oakman  
Name (type or print)

CONSULTANT

By: [Signature]  
Name:

VPN. VICE PRESIDENT  
Title:

Date: AUG. 7, 2006

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

Approved as to terms and conditions

[Signature]  
Director - F D & O

August 10, 2006

Mr. David Dolan, Project Manager  
Capital Improvements Division  
Facility Development & Operations Department  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406

RECEIVED  
CAPITAL IMPROVEMENTS DIV.

AUG 11 2006

FILE: 03205-B.1  
CC: Dolan

Re: **Proposal for Professional Architectural/Engineering Services**  
**PBSO Aviation Facility**  
**Palm Beach County Project No. 03205**  
**Architects Project No. 06031**

Dear Mr. Dolan:

We are pleased to submit the following proposal to provide professional architectural services related to the design and construction of a new Aviation Facility for the Palm Beach County Sheriff's Office and the West Palm Beach Police Department. The design of the new facility (approximately 17,200 SF) and the associated site improvements that include, but are not limited to paving, a lift station, security access system, helicopter pad and fencing shall be located approximately at the southwest corner of the Palm Beach International Airport Property.

Our scope of work for this project will include the following:

**1.0 SCOPE OF WORK:**

- 1.1 Visits to the site to verify and determine the existing conditions.
- 1.2 Prepare Schematic Design Documents based on the program provided by Palm Beach County and that illustrate the needs of the facility and site-planning relationships based on the requirements as provided by Palm Beach County.
- 1.3 Prepare Design Development Documents based on the Palm Beach County approved Schematic Design Documents.
- 1.4 Preparation of Construction Documents based on the Palm Beach County approved Design Development Documents that shall include but not limited to architectural, civil engineering structural engineering, mechanical (HVAC & Plumbing) and electrical engineering documents that delineate and all the required aspects of the project.
- 1.5 Assist the Owner during the bidding phase. Answer all requests for information from the general contractor during the bidding period. Prepare required addenda to clarify or expand upon the construction documents during the bidding period.
- 1.6 Prepare the required permit applications for all agencies having jurisdiction and submit for approval.

STEPHEN BORUFF, AIA  
ARCHITECTS + PLANNERS, INC.  
901 NORTHPOINT PARKWAY, SUITE 101  
WEST PALM BEACH  
FLORIDA 33407  
PHONE 561-471-8520  
FAX 561-471-8539  
AA C002226

1.7 Perform construction administration services during the construction of this project.

## 2.0 MISCELLANEOUS PROVISIONS

2.1 This proposal is based on the Facilities Development and Operations Department furnishing this office with the following information:

- 2.1.1 Survey
- 2.1.2 Geotechnical Report
- 2.1.3 Structural Information and Design through the general contractor.

## 3.0 EXCLUDED SERVICES

3.1 Not Applicable

## 4.0 COMPENSATION

- 4.1 The services described in Section 1.0 and 2.0 shall be performed in accordance with our continuing contract agreement on a Fixed Fee Basis of Two Hundred and Forty Thousand Dollars (\$240,000.00). This fee includes that portion of the present contract not invoiced, because the services were never rendered, in the amount of Forty Two Thousand Dollars (\$42,000.00). The net increase in professional fees is One Hundred Ninety-Eight Thousand Dollars (\$198,000.00).
- 4.2 All invoices for professional services shall be billed on a monthly basis for the services rendered during the preceding month.
- 4.3 Expenses including but not limited to travel expenses, printing, plotting, etc. shall be billed on a monthly basis for the expenses rendered during the preceding month. Expenses are Four Thousand Dollars (\$4,000.00) and are included in the Fixed Fee as stipulated in section 4.1.

## 5.0 ADDITIONAL SERVICES

- 5.1 Any service not specified in this proposal, any changes requested after approval of the floor plans and elevations, any changes in the scope of work and any revisions to the drawings when such revisions are inconsistent with written approval or instructions previously given shall be considered additional services.
- 5.2 Structural design of a pile foundation should muck be encountered on the project site.
- 5.3 Additional services shall be compensated on a time and material basis in accordance with our contract for continuing services with hourly rates as follows:
  - 5.3.1 Principal (Stephen L. Boruff, AIA) \$125 per hour
  - 5.3.2 Project Architect \$105 per hour
  - 5.3.3 Project Manager \$90 per hour
  - 5.3.4 Drafting Technician \$75 per hour
  - 5.3.5 Clerical \$40 per hour
- 5.4 All additional services shall have written approval from the client before the work commences.



August 10, 2006  
Mr. David Dolan  
Page 3

If you have any questions regarding the contents of this proposal, please call my office. We look forward to working with Palm Beach County and towards the successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Luchner", with a horizontal line extending from the end.

Philip F. Luchner, Architect  
Senior Vice President

U:\PROPOSAL\Palm Beach County\PBC - 2003 Continuing Contract\PBSO Aviation Facility\Proposal of Arch. Serv.DD081006R2.doc

**Scope of Basic Services:**

**Exhibit A**

Professional architectural and engineering consulting services shall include all architectural, civil, mechanical and electrical engineering in accordance with the attached outline. Also included in Basic Services shall be approval from Palm Beach County, landscape architecture, and irrigation design.

The anticipated construction budget is Four Million Dollars (\$4,000,000.00).

Stephen L. Boruff, AIA Architects + Planners  
901 Northpoint Parkway, Suite 101  
West Palm Beach, Florida 33407

**PBSO Aviation**

Palm Beach County, Florida  
Palm Beach County Project No.  
Architects Project No.06-031

**Fee Proposal Analysis**

August 11, 2006

**FEES BY DISCIPLINE:**

**ARCHITECT:**

\$94,540.00

**CONSULTANTS:**

MEP ENGINEERING (Gartek)	\$61,650.00	
CIVIL ENGINEERING (Schorah)	\$23,425.00	
STRUCTURAL ENGINEERING	\$4,110.00	
COST ESTIMATING	N/A	
LANDSCAPE ARCHITECTURE (GHOM)	\$10,275.00	
GEOTECHNICAL	N/A	
SURVEY	N/A	
TOTAL CONSULTANT FEES:	\$99,460.00	\$99,460.00

**TOTAL PROFESSIONAL FEES:**

**\$194,000.00**

PROFESSIONAL FEES REMAINING FROM PREVIOUS CONTRACT:

\$42,000.00

EXPENSES

\$4,000.00

**ADDITIONAL PROFESSIONAL FEES:**

**\$240,000.00**

**FEES BY ARCHITECTURAL PHASES:**

SCHEMATIC DESIGN	\$32,777.50	16.90%
DESIGNING DEVELOPMENT	\$42,552.50	21.93%
CONSTRUCTION DOCUMENTS	\$96,120.00	49.55%
BIDDING	\$11,550.00	5.95%
CONSTRUCTION ADMINISTRATION	\$11,000.00	5.67%
<b>TOTAL PROFESSIONAL FEES</b>	<b>\$194,000.00</b>	<b>100.00%</b>
EXPENSES	\$4,000.00	
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$198,000.00</b>	

Stephen L. Boruff, AIA Architects + Planners  
901 Northpoint Parkway, Suite 101  
West Palm Beach, Florida 33407

**PBSO Aviation**  
Palm Beach County, Florida  
Palm Beach County Project No.  
Architects Project No.06-031

**Fee Proposal Analysis**  
August 11, 2006

	SD	DD	CD	B	CA	TOTAL
ARCHITECTURE	\$15,973.13	\$20,736.66	\$46,841.15	\$5,628.54	\$5,360.51	\$94,540.00
CIVIL ENGINEERING	\$3,957.81	\$5,138.10	\$11,606.24	\$1,304.63	\$1,328.22	\$23,425.00
STRUCT. ENGINEERING			\$4,110.00			\$4,110.00
MEP	\$10,416.15	\$13,522.48	\$30,545.35	\$3,670.40	\$3,495.62	\$61,650.00
LANDSCAPE ARCH.	\$1,736.03	\$2,253.74	\$5,090.89	\$611.73	\$582.60	\$10,275.00
GEOTECHNICAL						
COST ESTIMATING						
SURVEY						
TOTAL	\$32,777.50	\$42,552.50	\$96,120.00	\$11,550.00	\$11,000.00	\$194,000.00

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE CONSULTANTS**

PROJECT NAME: Palm Beach County - PBSO Aviation

PBC PROJECT NO.: \_\_\_\_\_

NAME OF CONSULTANT: Stephen L. Boruff, AIA, Architects + Planners, Inc.

CONTACT PERSON: Stephen L. Boruff

PHONE NO: (561) 471-8520

FAXNO: (561) 471-8539

Name, Address and  
Phone Number of SBE or M/WBE

Type of Work To Be  
Performed

Subcontract Amount

Total  
SBE/M/WBE  
Percent

			Small	Black	Hispanic	Women	Other (Please Specify)	
1.	Stephen Boruff, AIA, Architect + Planner, Inc. 901 Northpoint Parkway, Suite 101 West Palm Beach, Florida 33407	Architecture (561) 471-8520	\$ 94,540.00	\$ _____	\$ _____	\$ _____	\$ _____	47.74%
2.	Gartek Engineering Corporation 7210 SW 39 <sup>th</sup> Terrace Miami, FL 33155	MEP Engineers (305) 266-8997	\$ 61,650.00	\$ _____	\$ _____	\$ _____	\$ _____	31.14%
3.	Gentile Holloway O'Mahoney 1907 Commerce Lane, Suite 101 Jupiter, FL 33458	Landscape Architecture (561) 575-9557	\$ 10,275.00	\$ _____	\$ _____	\$ _____	\$ _____	5.19%
4.	Michael B. Schorah & Associates 1850 Forrest Hill Boulevard West Palm Beach, FL 33406	Civil Engineering (561) 968-0080	\$ 23,425.00	\$ _____	\$ _____	\$ _____	\$ _____	11.83%
5.			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	%
(Please use additional sheets if necessary)		Total	\$ 189,890.00	\$ _____	\$ _____	\$ _____	\$ _____	95.90%

Total Contract Price \$ 198,000.00

Total Value of SBE Participation \$ 189,890.00

NOTE: 1. The amounts listed on this form must be supported by the Subconsultants prices included on Schedule 2 in order to be counted toward goal attainment.  
2. M/WBE information is being collected for tracking purposes only.

**AMENDMENT # 10 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
PBSO AVIATION UNIT FACILITY  
PROJECT NO. 03205**

WHEREAS, the Owner and Construction Manager (Catalfumo Construction, Inc.) acknowledge and agree that the Contract between Owner and Construction Manager dated **09/23/03 (R2003-1543)** is in full force and effect and that this Amendment merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other issues as set forth herein and in the Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

(1) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$4,174,931.73** for the construction costs of the new **PBSO Aviation Unit Facility**. Refer to Exhibit A. The GMP is based on the following: the conceptual program will be in general conformance to the drawings and specifications dated 04/27/06. The new building will be 16,320 sf metal building.

(2) **SCHEDULE OF TIME FOR COMPLETION**

The Construction Manager shall substantially complete the project by July 25, 2007. Liquidated damages shall be \$150/day.

(3) **ATTACHMENTS:** Exhibit A - GMP Proposal w/Qualifications & Clarifications  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

ATT. # 12

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: James Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Shannon McCarthy  
Signature

Shannon McCarthy  
Name (type or print)

CONSTRUCTION MANAGER:

By: Catalfumo Construction, Ltd.  
(Corporate Name)

a Florida Limited Partnership  
(Insert state of incorporation)

By: Catalfumo Construction, Inc.,  
a Florida Corp., its general partner

[Signature]  
Signature

Daniel S. Catalfumo  
Name (type or print)

President  
Title

(Corporate Seal)

**PBSO AVIATION FACILITY**  
**PALM BEACH COUNTY JOB NUMBER: 03205 - CATALFUMO JOB NUMBER: 06-013-00**  
**CATALFUMO CONSTRUCTION, Ltd.**

EXHIBIT 2.1.4.A

Pink colored text denotes items requiring further discussion

GMP Estimate 082306 EXHIBIT 2\_1\_4 Sheet:1



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 964007946

BOND AMOUNT: \$4,174,931.73

CONTRACT AMOUNT: \$4,174,931.73

CONTRACTOR'S NAME: Catalfumo Construction, Ltd.

CONTRACTOR'S ADDRESS: 4300 Catalfumo Way

Palm Beach Gardens, FL 33410

CONTRACTOR'S PHONE: (561) 694-3000

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street

Boston, MA 02117

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 3200 Belvedere Road, Bldg. 1169

West Palm Beach, FL 33406

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: PBSO Aviation Unit Facility

single story metal building and associated site work

PROJECT LOCATION: 4345 Southern Blvd.

West Palm Beach, FL 33406

LEGAL DESCRIPTION: \_\_\_\_\_

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Four Million One Hundred Seventy Four Thousand Nine Hundred Thirty One and 73/100 Dollars (\$ 4,174,931.73 )

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: PBSO Aviation Unit Facility  
Project No.: 03205  
Project Description: single story metal building and associated site work  
Project Location: 4345 Southern Blvd., West Palm Beach FL 33406

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM Steve Boruss  
LOCATION OF FIRM 901 North Point Parkway, West Palm Beach FL 33407  
PHONE (561) 471-8520  
FAX (561) 471-8539

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Catalfumo Construction, Ltd.  
By: Catalfumo Construction, Inc. its  
general partner

Principal

(Seal)

Title Daniel S. Catalfumo, President

Witness

Liberty Mutual Insurance Company  
Surety

(Seal)

Title Brett Rosenhaus, Attorney in Fact  
and Florida Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

1866110

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2006

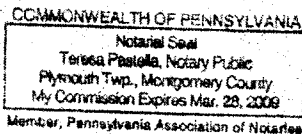
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 4th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of August, 2006.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) Catalfumo Construction, Ltd.  
and Liberty Mutual Insurance Company

PBSO Aviation Unit Facility , 03205

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED \_\_\_\_\_

(Date of substantial completion)

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

Catalfumo Construction, Ltd.

By: Catalfumo Construction, Inc. its  
general partner

(Contractor)

(Seal)

By: \_\_\_\_\_

(Signature)  
Daniel S. Catalfumo,

President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: \_\_\_\_\_

(Signature)

Brett Rosenhaus, Attorney in Fact  
and Florida Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2006

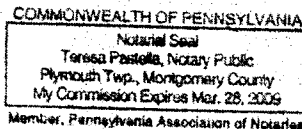
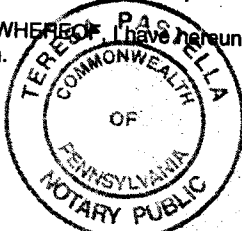
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 4th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2006

PRODUCER (305)822-7800 FAX  
Collinsworth, Alter, Fowler, Dowling & French  
P. O. Box 9315  
Miami Lakes, FL 33014-9315  
Lourdes Randolph

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Catalfumo Construction Ltd  
4300 Catalfumo Way  
Palm Beach Gardens, FL 33410

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins. Co.	
INSURER B:	Zurich American Ins. Co.	
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL09137770-0	05/15/2006	05/15/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
B	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BAP380808802	05/15/2006	05/15/2007	GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY				PRODUCTS - COMPIOP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC380808902	05/15/2006	05/15/2007	DEDUCTIBLE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				RETENTION \$
	If yes, describe under SPECIAL PROVISIONS below				
	OTHER				
					WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Palm Beach County, PBSO Aviation Hanger

Certificate Holder is named additional insured as respects Commercial General Liability, per policy terms & conditions.

\*10 Day Notice of Cancellation will apply for nonpayment.

## CERTIFICATE HOLDER

Palm Beach County Board of  
County Commissioners  
Capital Improvement Division  
310 N Olivia Avenue  
West Palm Beach, FL 33401

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mei Wiesel/LBR

*Mei Wiesel*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.