

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 8, 2008 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing  
Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Nine (9) original Agreements for the Department of Airports.

- A. Agreement to Terminate Hangar Lease Agreement with Ronald Ash, Unit 11, Building 11350 at North County Airport, terminating R-2003-1589 on 5/31/2008. (JB)
- B. Agreement to Terminate Hangar Lease Agreement with Joplin Flying Services Company, Inc. and Wayne O. Joplin, Unit 8, Building 11230 at North County Airport, terminating R-2003-1942 on 4/30/2008. (JB)
- C. Agreement to Terminate Hangar Lease Agreement with John Sager, Unit 14, Building 11720 at North County Airport, terminating R-2007-1295 on 6/30/2008. (JB)
- D. North County General Aviation Airport Hangar Lease Agreement with Aerouautx Flight Training, LLC, Unit 11, Building 11720, for one (1) year, automatically renewed at one (1) year intervals, commencing on 6/1/2008. (JB)
- E. North County General Aviation Airport Hangar Lease Agreement with Aerouautx Flight Training, LLC, Unit 13, Building 11720, for one (1) year, automatically renewed at one (1) year intervals, commencing on 6/1/2008.(JB)
- F. North County General Aviation Airport Hangar Lease Agreement with Thomas Brown, Unit 14, Building 11750, for one (1) year, automatically renewed at one (1) year intervals, commencing on 5/15/2008. (JB)
- G. North County General Aviation Airport Hangar Lease Agreement with Dean Markham, Unit 11, Building 11350, for one (1) year, automatically renewed at one (1) year intervals, commencing on 6/1/2008. (JB)
- H. Access Agreement with Dunkelberger Engineering & Testing, Inc. to access Air Cargo Building 1475 including aircraft parking apron areas adjacent thereto at Palm Beach International Airport (PBIA) from 6/2/08 to 6/10/08. (JB)
- I. Non-Concessionaire Rental Car Airport Permit with Floral Leasing Corp. d/b/a Advantage Rent A Car at PBIA , commencing 1/24/08 to 9/30/08 and will automatically renew on a yearly basis. (JB)

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-2004-1367, R-2005-0451, R2006-2716, and R-2007-1755. Countywide

Background and Justification: N/A

Attachments: Nine (9) Standard Agreements for the Department of Airports

Recommended By: [Signature] 6/9/08  
Department Director Date

Approved By: [Signature] 6/11/08  
County Administrator Date



**AGREEMENT TO TERMINATE  
HANGAR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
RONALD ASH**

This Agreement to Terminate (this "Agreement") is made and entered into MAY 30, 2008 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Ronald Ash, residing at 2352 Palm Harbor Drive, Palm Beach Gardens, Florida, 33410 (the "LESSEE").

WITNESSETH:

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

**WHEREAS**, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated August 1, 2003 (R-2003-1589) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 11, building 11350 on Airport property; and

**WHEREAS**, LESSEE has requested to terminate the Hangar Lease Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of the Hangar Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

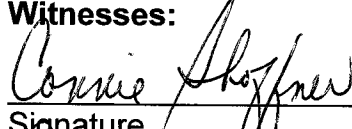
1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective May 31, 2008 (the "Termination Date").
3. COUNTY is holding LESSEE's security deposit in the amount of Eight Hundred Fifty-Five Dollars (\$855.00) which County shall return to LESSEE within thirty (30) days of the Termination Date.
4. This Agreement shall become effective upon execution by the parties hereto.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BY ITS DIRECTOR OF AIRPORTS**

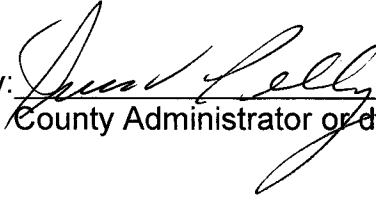
**Witnesses:**

  
Signature

Connie Shoffner  
Print Name

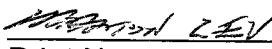
  
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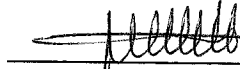
RAY WALTER  
Print Name

By:   
County Administrator or designee

**Witnesses:**

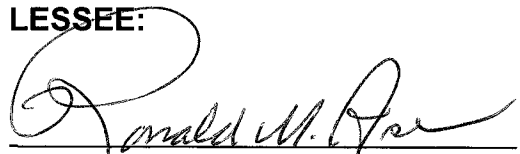
  
Signature

  
Print Name

  
Signature


Ninoska Martinez  
Print Name

**LESSEE:**

  
Signature

Ronald Ash  
Print Name

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

By:   
County Attorney

**AGREEMENT TO TERMINATE  
HANGAR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
JOPLIN FLYING SERVICES COMPANY, INC.**

This Agreement to Terminate (this "Agreement") is made and entered into May 15, 2008 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Joplin Flying Services Company, Inc. and Wayne O. Joplin, individually, whose address is 740 Waterway Drive, North Palm Beach, Florida, 33408 (collectively, the "LESSEE").

WITNESSETH:

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

**WHEREAS**, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated October 31, 2008 (R-2003-1942) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 8, building 11230 on Airport property; and

**WHEREAS**, LESSEE has requested to terminate the Hangar Lease Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of the Hangar Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective April 30, 2008 (the "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the termination date in accordance with Section 6 of the Hangar Lease Agreement.
4. This Agreement shall become effective upon execution by the parties hereto.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY, a political subdivision of the State of Florida  
BY ITS DIRECTOR OF AIRPORTS**

**Witnesses:**

*Cornie Shoffner*  
Signature

Cornie Shoffner  
Print Name

*Ray Walter*  
Signature

Ray WALTER  
Print Name

By: *[Signature]*  
County Administrator or designee

**Witnesses:**

*[Signature]*  
Signature

Joe E. Miller  
Print Name

*[Signature]*  
Signature

W.E. DALLAS  
Print Name

**LESSEE: Joplin Flying Services, Inc.  
and Wayne O. Joplin individually**

By: *[Signature]*  
Signature

WAYNE O Joplin  
Print Name

Title: Pres

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

By: *[Signature]*  
County Attorney

**AGREEMENT TO TERMINATE  
HANGAR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
JOHN SAGER**

This Agreement to Terminate (this "Agreement") is made and entered into May 27, 2008 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and John Sager, residing at 522 Quail Point, Jupiter, Florida, 33458 (the "LESSEE").

WITNESSETH:

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

**WHEREAS**, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated July 10, 2007 (R-2007-1295) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 14, building 11720 on Airport property; and

**WHEREAS**, LESSEE has requested to terminate the Hangar Lease Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of the Hangar Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

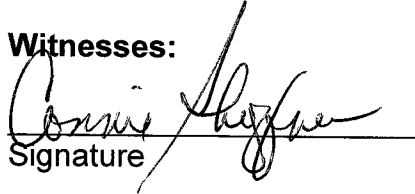
1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective June 30, 2008 (the "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the termination date in accordance with Section 6 of the Hangar Lease Agreement.
4. This Agreement shall become effective upon execution by the parties hereto.

(Remainder of page left blank intentionally)

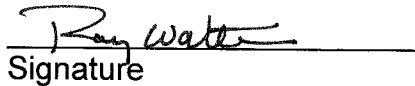
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BY ITS DIRECTOR OF AIRPORTS**

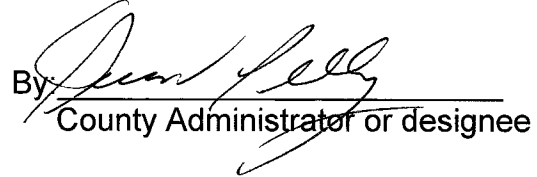
**Witnesses:**

  
Signature

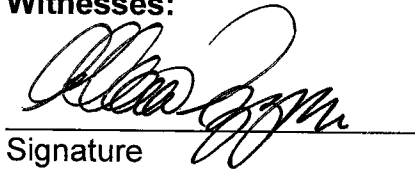
CONNIE SHOFFNER  
Print Name

  
Signature

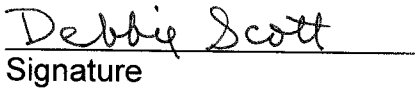
RAY WALTER  
Print Name

By:   
County Administrator or designee

**Witnesses:**

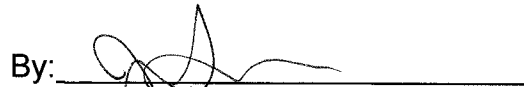
  
Signature

Colleen Scorzari  
Print Name

  
Signature

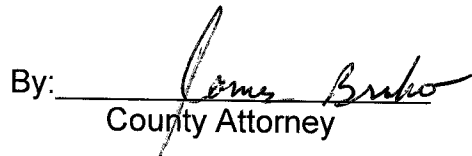
Debbie Scott  
Print Name

**LESSEE:**

By: 

John Sager  
Print Name

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

By:   
County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT  
HANGAR LEASE AGREEMENT**

**This Lease**, is made and entered into this 30 day of MAY, 2008, (the "Effective Date") by and between Palm Beach County, a political subdivision of the state of Florida (the "COUNTY"), and Aerouautx Flight Training, LLC whose address is 11610 Aviation Blvd., Unit A-3, West Palm Beach Florida, 33412 ("LESSEE").

**WITNESSETH**

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

**WHEREAS**, COUNTY has certain property at the Airport which is available for lease; and

**WHEREAS**, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

1. Term. The term of this Lease shall be for a period of one (1) year commencing on the 1st day of June, 2008, (the "Commencement Date") and terminating on the 31st day of May, 2009. This Lease shall be automatically renewed at one (1) year intervals thereafter; provided, however, either party may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term.

2. Premises. COUNTY hereby leases to LESSEE and LESSEE hereby rents from COUNTY that certain hangar identified as unit number 11, Building 11720, containing approximately 1,399 square feet, located at the Airport, all as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Premises").

3. Rental. LESSEE shall pay COUNTY as the initial annual rental for the Premises, the sum of Six Thousand Seven Hundred Twenty Dollars (\$6,720.00), payable in equal monthly installments of Five Hundred Sixty Dollars (\$560.00), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to County shall commence on the Commencement Date. Rental shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the term of this Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to Palm Beach County Board of County Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports  
Fiscal Department  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Lease and to collect rent payments on behalf of COUNTY and the Department. COUNTY will provide thirty (30) days written notice to LESSEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (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) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such