

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: April 5, 2011

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. License Agreement with Bullet Delivery of WPB, Inc., for use of property solely and exclusively for storage of cargo, commencing 2/25/2011, expiring 3/31/2011. **(AH)**
- B. Consent to Sublease for a Sublease Agreement between Galaxy Aviation of Palm Beach, Inc. and NetJets Aviation, Inc., commencing 2/16/2011. **(AH)**
- C. Summary of 2010 Rental Rate Adjustments at PBIA effective 10/1/2010.
- D. Federal Aviation Administration Letter of Release including Deed of Release for Release of Federal Surplus Property Obligations at the Northwest Corner of Congress Avenue and Gun Club Road (15.83 acre parcel). **(HJF)**
- E. Amendment No. 1 to contract with David Brooks Enterprises for Terminal Flooring Improvements – Phase 1 at PBIA (Project No. PB10-8). **(JM)**
- F. Amendment No. 1 to contract with Rosso Paving and Drainage Incorporated for Runway 14-32 RSA Improvements at PBIA Project No. PB10-10. **(JM)**
- G. Amendment No. 1 to contract with Engineered Arresting Systems Corporation for EMAS Improvements Departure End of Runway 14 at PBIA. **(JM)**
- H. Amendment No. 10 to contract with The LPA Group Incorporated for Consulting/ Professional Services. **(JM)**
- I. Amendment No. 4 to contract with Ricondo & Associates, Inc. for General Consulting Services for Architectural, Engineering, Construction Management and Land Development. **(JM)**

**Summary:** Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-1994-1453, R-2007-1291, R-2007-2070 and Agenda Item 7B1 approved on 9/28/2010 implementing Palm Beach County Ordinance No. 2009-049 as amended 9/28/ 2010. **Countywide**

**Background and Justification:** N/A

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

**Recommended By:**

  
Department Head

3/14/11  
Date

**Approved By:**

  
County Administrator

3/9/11  
Date

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this 7 day of MARCH, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Bullet Delivery of WPB, Inc., a Florida corporation, , whose principal place of business is located at 1309 N. Perimeter Road, West Palm Beach, FL 33406, hereinafter referred to as ("Licensee").

### WITNESSETH:

**WHEREAS**, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

**WHEREAS**, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

### **ARTICLE 1 BASIC PROVISIONS**

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

### **ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on February 25, 2011 (the "Commencement Date") and expire on March 31, 2011 (the "Term"), unless terminated earlier as provided for herein.

### **ARTICLE 3 LICENSE FEE**

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of four hundred dollars (\$400.00), together with applicable sales taxes thereon.

### **ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE**

4.01 Use of Property. Licensee shall use the Property solely and exclusively for the storage of cargo. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, familial status, or disability shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, familial status, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

**ARTICLE 5  
REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

**ARTICLE 6  
INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

**ARTICLE 7  
INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8  
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

**ARTICLE 9  
REVOCATION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

**ARTICLE 10  
MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee 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 Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee 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 Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective 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.

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

10.04 Notices. All notices and elections (collectively, Notices) to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), 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 overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business

day and on the next business day if transmitted after 5PM or on a non-business day, 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 County at:

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Attn: Deputy Director, Airports Business Affairs  
Fax: (561) 471-7427

(b) If to the Licensee at:

Milton C. Brown, President  
Bullet Delivery of WPB, Inc.  
1309 N. Perimeter Road  
West Palm Beach, FL 33406  
Fax: 561-687-5289

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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

**WITNESSES:**

Laura Beebe  
Signature

Laura Beebe  
Typed or Printed Name

Ray Walter  
Signature

RAY WALTER  
Typed or Printed Name

**PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

By: Don Kelly  
Director, Department of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Anne Delgado  
County Attorney

**WITNESSES:**

Richard D Jones  
Signature

RICHARD D JONES  
Typed or Printed Name

Ray Walter  
Signature

RAY WALTER  
Typed or Printed Name

**LICENSEE:**

**Bullet Delivery of WPB, Inc.**

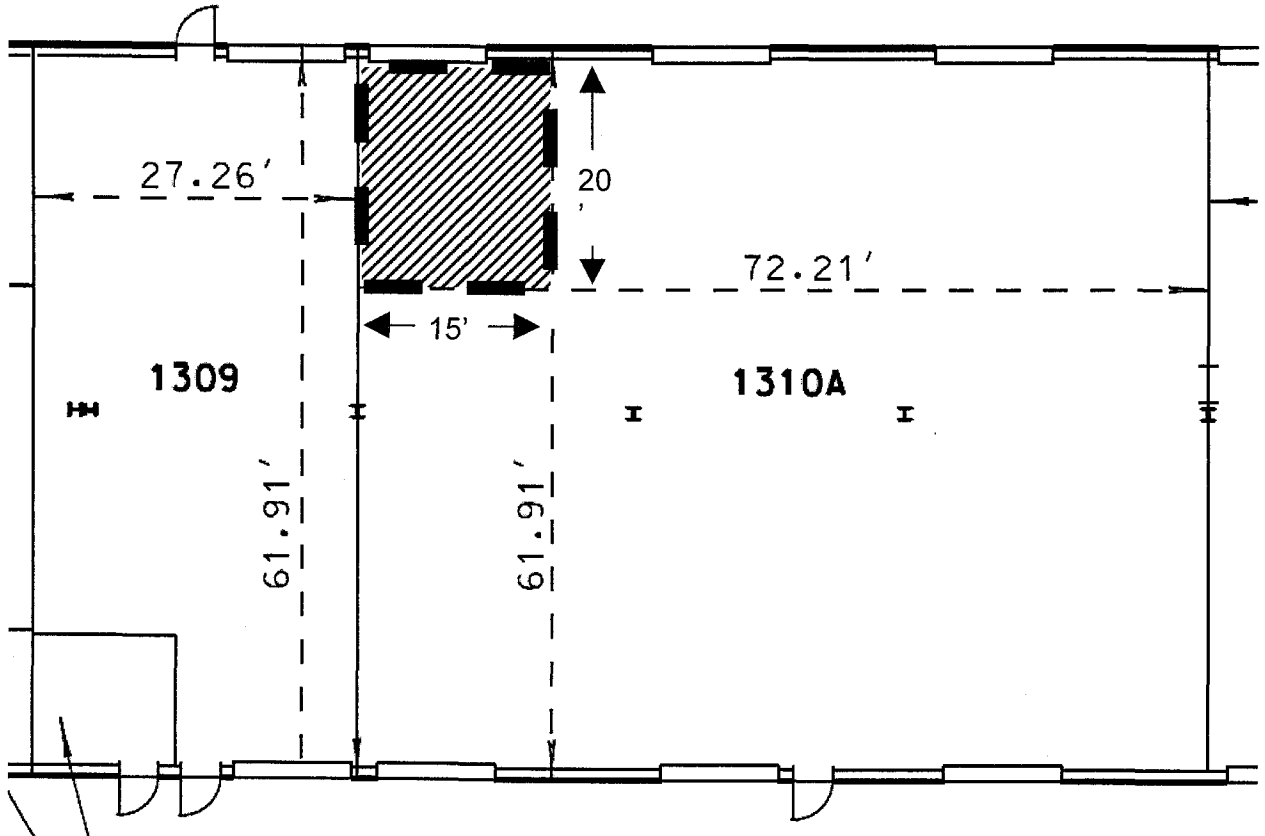
By: Milton Brown  
Milton Brown, President

(Corporate Seal)



**EXHIBIT "A"**  
**THE PROPERTY**

**A portion of Unit 1310-A consisting of 300 square feet:**



## **EXHIBIT "B"** **INSURANCE**

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

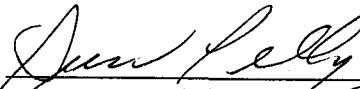
**CONSENT TO SUBLEASE**

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 16, 2011 (the "Sublease") with NetJets Aviation, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

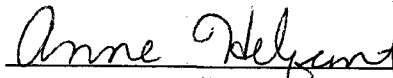
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this \_\_\_ day of MAR 09 2011 20\_\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By:   
County Attorney

BY:   
Director, Department of Airports

LESSEE	DESCRIPTION OF PREMISES	PARCEL #	COMMENTS	SQFT OF PREMISES	CURRENT RATE PER SQFT	2010		NEW RATE PER SQFT	NEW ANNUAL RENT
						APPRAISED RATE PER SQFT	CPI ADJ. RATE PER SQFT		
Galaxy Aviation of Palm Beach, In Building 1625 D & 1625 E (aka 1628 & 1629)		PBI S9	Appraisal Rate / CPI	36,724.00	\$3.75	\$5.00	\$3.97	\$3.97	\$145,886.74
Galaxy Aviation of Palm Beach, In East Tract - Ground Rental (Sec 5.01 (A) of Agreement)		PBI S9	Appraisal Rate / CPI	470,471.00	\$0.65	\$0.65	\$0.69	\$0.65	\$305,806.15
Galaxy Aviation of Palm Beach, In West Tract - Ground Rental (Sec 5.01 (B) of Agreement)		PBI S1B	Appraisal Rate / CPI	384,963.00	\$0.65	\$0.65	\$0.65	\$0.65	\$250,225.95
Galaxy Aviation of Palm Beach, In Parcel S5 - Ground Rental		PBI S5	Appraisal Rate / CPI	327,282.00	\$0.65	\$0.65	\$0.69	\$0.65	\$212,733.30
Galaxy Aviation of Palm Beach, In Galaxy License - GA Parking Apron per 5th Amend.		GA Apron	Commencing 10/1/10	43,122.00	\$0.65	\$0.65	NA	\$0.65	\$28,029.30
Jet Aviation Associates	Unimproved Ground, Tracts 1 & 2	PBI S15	Appraisal Rate / CPI.	494,858.00	\$0.65	\$0.65	\$0.75	\$0.65	\$321,657.70
Jet Aviation Associates	Unimproved Ground, Tract 3	PBI S15A	Appraisal Rate / CPI.	19,255.00	\$0.65	\$0.65	\$0.76	\$0.65	\$12,515.75
Jet Aviation Associates	Building 1509 Hangar - Building Rent Only	PBI S15	Appraisal Rate / CPI.	32,750.00	\$7.68	\$5.10	\$8.34	\$7.68	\$251,520.00
Jet Aviation Associates	Building 1509 Support Area - Building Rent Only	PBI S15	Appraisal Rate / CPI.	27,390.00	\$7.11	\$11.80	\$7.72	\$7.72	\$211,456.03
Jet Aviation Associates	Building 1515 Terminal - Building Rent Only	PBI S15	Appraisal Rate / CPI.	17,300.00	\$16.89	\$17.20	\$17.92	\$17.20	\$297,560.00
Jet Aviation Associates	Building 1516 Hangar - Building Rent Only	PBI S15	Appraisal Rate / CPI.	30,185.00	\$5.37	\$5.10	\$5.70	\$5.37	\$162,093.45
Jet Aviation Associates	Building 1516 Offices - Building Rent Only	PBI S15	Appraisal Rate / CPI.	4,415.00	\$4.81	\$11.48	\$5.10	\$5.10	\$22,531.34
Signature Flight Support Corporati East Tract		PBI S14	Appraisal Rate / CPI.	487,127.00	\$0.65	\$0.65	\$0.74	\$0.65	\$303,632.55
Signature Flight Support Corporati West Tract		PBI S7	Appraisal Rate / CPI.	102,464.00	\$0.65	\$0.65	\$0.76	\$0.65	\$66,601.60
Signature Flight Support Corporati Building 1500 C - Building Rent Only		PBI S14	Appraisal Rate / CPI.	18,559.00	\$3.98	\$7.70	\$7.70	\$7.70	\$142,904.30
Signature Flight Support Corporati Building 1500 Terminal - Building Rent Only		PBI S14	Appraisal Rate / CPI.	9,550.00	\$18.31	\$17.10	\$18.58	\$18.31	\$174,860.50
Signature Flight Support Corporati Building 1500-A Hangar & Offices - Building Rent Only		PBI S14	Appraisal Rate / CPI.	33,385.00	\$5.23	\$5.50	\$5.50	\$5.50	\$183,617.50
Signature Flight Support Corporati Building 1500-C ADDITION - Building Rent Only		PBI S14	Begin rent 12-1-10; Appraisal w/CPI ca	4,879.00	\$0.00	\$7.50	\$7.50	\$7.50	\$36,592.50
Signature Flight Support Corporati Building 1500-D - Building Rent Only		PBI S14	Begin rent 12-1-10; Appraisal w/CPI ca	34,415.00	\$0.00	\$5.80	\$5.80	\$5.80	\$199,607.00
Signature Flight Support Corporati Building 1631 - Building Rent Only		PBI S7	Begin rent 12-1-10; Appraisal w/CPI ca	16,715.00	\$0.00	\$6.40	\$6.40	\$6.40	\$106,976.00
Signature Flight Support Corporati Building 1632 - Building Rent Only		PBI S7	Begin rent 12-1-10; Appraisal w/CPI ca	6,539.00	\$0.00	\$6.40	\$6.40	\$6.40	\$41,849.60
Signature Flight Support Corporati Building 1633 - Building Rent Only		PBI S7	Begin rent 12-1-10; Appraisal w/CPI ca	14,990.00	\$0.00	\$6.40	\$6.40	\$6.40	\$95,936.00
Signature Flight Support Corporati Northwest Tract - Land Only		Not Assigned	Begin rent upon occupancy of building(s)	326,700.00	\$0.00	\$0.65	\$0.00	\$0.65	\$0.00
A.S.I.I.	Improved Ground, Fuel Farm	PBI N5-6-7	Appraisal Rate / CPI.	84,936.00	\$0.65	\$0.65	\$0.69	\$0.65	\$55,208.40
A.S.I.I.	Fuel Tanks on Parcel 1 - Lump-Sum value	PBI N5	Appraisal Rate / CPI.	Lump-Sum	\$76,500.00	\$70,350.00	\$81,039.36	\$76,500.00	\$76,500.00
A.S.I.I.	Bldg 1332, rate to include ground under building	PBI N4	Appraisal Rate / CPI.	756.00	\$4.00	\$4.40	\$4.24	\$4.24	\$3,203.44
A.S.I.I.	Bldg 1334, rate to include ground under building	PBI N4	Appraisal Rate / CPI.	4,800.00	\$6.25	\$6.40	\$6.62	\$6.40	\$30,720.00
A.S.I.I.	Unimproved Ground (excludes land under Bldg 1332 & 1334)	PBI N4	Appraisal Rate / CPI.	68,248.00	\$0.65	\$0.65	\$0.69	\$0.65	\$44,361.20
Computer Sciences Corp (AUTEC Improved Ground - Sec. 5.01(A)(1) of Lease (Parcels 1,2,3,4		PBI S11	Appraisal Rate / CPI	46,279.00	\$0.65	\$0.65	\$0.67	\$0.65	\$30,081.35
Computer Sciences Corp (AUTEC Bldg 1624 Aeronautical Building - Office/Passenger Terminal		PBI S11	Appraisal Rate / CPI	4,598.00	\$16.00	\$17.17	\$16.48	\$16.48	\$75,761.33
Computer Sciences Corp (AUTEC Bldg 1624 Aeronautical Building - Hangar - - Sec. 5.01(A)(3)		PBI S11	Appraisal Rate / CPI	10,915.00	\$7.25	\$6.74	\$7.47	\$7.25	\$79,133.75
Computer Sciences Corp (AUTEC Improved Ground - Aircraft Parking Apron - License Fee (par		PBI S11	Appraisal Rate / CPI	27,186.00	\$0.65	\$0.65	\$0.67	\$0.65	\$17,670.90
Computer Sciences Corp (AUTEC License Agreement for Vehicle Parking - Bldg 1475 (Parcel E		PBI E-3 (Portion	Appraisal Rate - NO CPI	48,716.64	\$0.81	\$0.65	N/A	\$0.81	\$39,582.27
PBC Health Care District	Unimproved Ground	PBI S4	Appraisal Rate / CPI.	87,259.39	\$0.65	\$0.65	\$0.79	\$0.65	\$56,718.60
FlightSafety International, Inc.	Unimproved Ground	PBI S6	Appraisal Rate / CPI.	127,021.00	\$0.70	\$0.65	\$0.90	\$0.70	\$88,914.70
PBC FD&O (PBSO Hangar)	Unimproved Ground	PBI S1-A	Appraisal Rate / CPI.	85,901.00	\$0.65	\$0.65	\$0.70	\$0.65	\$55,835.65
Hertz Corporation	Unimproved Ground, Overflow Parking - Carmichael @ 5th S	PBI 22	Appraisal only - no CPI	73,656.00	\$1.05	\$0.85	N/A	\$1.05	\$77,338.80
Hertz Corporation	Unimproved Ground, Overflow Parking, 6th/Marine Drive	PBI 56	Appraisal only - no CPI	102,800.00	\$1.05	\$0.85	N/A	\$1.05	\$107,940.00
Hertz Corporation	License Agreement - Parcel S12A (portion) by Galaxy	PBI S12A	Appraisal only - no CPI	10,000.00	\$0.94	\$0.65	N/A	\$0.94	\$9,375.00
Vanguard Car Rental USA	Bldg-2125 Belvedere Rd, including ground under building	PBI 26/27	Appraisal Rate / CPI.	4,588.00	\$4.39	\$3.30	\$4.61	\$4.39	\$20,141.32
Vanguard Car Rental USA	Unimproved Ground, Excluding land under building	PBI 26/27	Appraisal Rate / CPI.	204,064.40	\$0.88	\$1.35	\$0.92	\$0.92	\$188,238.88
Vanguard Car Rental USA	Unimproved Ground, Pond Area	PBI 28	Appraisal Rate / CPI.	220,413.60	\$0.88	\$1.35	\$0.92	\$0.92	\$203,320.18
Avis Rent A Car	Aeronautical Land	PBI N9	Appraisal Rate / CPI.	348,760.00	\$0.65	\$0.65	\$0.66	\$0.65	\$226,694.00
Avis Rent A Car	Building 2500 and Site Improvements	PBI N9	Appraisal Rate / CPI.	8,967.00	\$158,934.75	\$153,126.00	\$161,519.07	\$158,934.75	\$158,934.75
DTG Operations/Thrifty	Aeronautical Land	PBI N8	Appraisal Rate / CPI.	303,872.00	\$0.65	\$0.65	\$0.66	\$0.65	\$197,516.80
DTG Operations/Thrifty	Building 2600 and Site Improvements	PBI N8	Appraisal Rate / CPI.	8,243.00	\$141,504.70	\$137,466.00	\$143,805.60	\$141,504.70	\$141,504.70

**DEPARTMENT OF AIRPORTS  
2010 3-YEAR RENTAL RATE ADJUSTMENT**

LESSEE	DESCRIPTION OF PREMISES	PARCEL #	COMMENTS	SQFT OF PREMISES	CURRENT RATE PER SQFT	2010		NEW RATE PER SQFT	NEW ANNUAL RENT
						APPRAISED RATE PER SQFT	CPI ADJ. RATE PER SQFT		
<b>AIR CARGO BUILDING 1475</b>									
United Parcel Service	Air Freight Bldg - 1475 Unit - A	1475-A	Appraisal rate only	6,000.00	\$11.50	\$11.50	NA	\$11.50	\$69,000.00
United Parcel Service	Aeronautical Land @ Building 1475 (GSE Storage)	1475-A	Appraisal rate only	13,800.00	\$0.65	\$0.65	NA	\$0.65	\$8,970.00
Federal Express Corp	Air Freight Bldg - 1475 Unit - C-F	1475 C-F	Appraisal rate only	29,914.00	\$11.50	\$11.50	NA	\$11.50	\$344,011.00
Vacant	Air Freight Bldg - 1475 Unit - B	1475-B	Appraisal rate only	4,071.00	\$11.50	\$11.50	NA	\$11.50	\$46,816.50
<b>AIR CARGO BUILDING 1300</b>									
Centerport	Air Freight Bldg - Unit 1301	1301	Appraisal only, never less than initial rat	5,028.00	\$8.50	\$8.50	N/A	\$8.50	\$42,738.00
Big Sky Aviation	Air Freight Bldg - Unit 1302	1302	Appraisal only, never less than initial rat	1,000.00	\$8.50	\$8.50	N/A	\$8.50	\$8,500.00
Centerport	Air Freight Bldg - Unit 1303	1303	Appraisal only, never less than initial rat	1,989.00	\$8.50	\$8.50	N/A	\$8.50	\$16,906.50
FAA	Air Freight Bldg - Unit 1304	1304	NO COST - Included in Master Lease	1,988.00	\$8.50	\$8.50	N/A	\$8.50	\$0.00
Lund & Pullara	Air Freight Bldg - Unit 1305	1305	Appraisal only, never less than initial rat	1,472.00	\$8.50	\$8.50	N/A	\$8.50	\$12,512.00
Continental Airlines	Air Freight Bldg - Unit 1306	1306	Appraisal only, never less than initial rat	1,984.00	\$8.50	\$8.50	N/A	\$8.50	\$16,864.00
US Customs	Air Freight Bldg - Unit 1307	1307	NO COST - Federal Gov't	1,000.00	\$8.50	\$8.50	N/A	\$8.50	\$0.00
JetStream Ground Services, Inc.	Air Freight Bldg - Unit 1308	1308	Appraisal only, never less than initial rat	1,672.00	\$8.50	\$8.50	N/A	\$8.50	\$14,212.00
Bullet Delivery of West Palm Beac	Air Freight Bldg - Unit 1309	1309	Appraisal only, never less than initial rat	1,555.00	\$8.50	\$8.50	N/A	\$8.50	\$13,217.50
GFM Service, Inc.	Air Freight Bldg - Unit 1310	1310	Appraisal only, never less than initial rat	1,994.00	\$8.50	\$8.50	N/A	\$8.50	\$16,949.00
Vacant - Unit 1310A	Air Freight Bldg - Unit 1310A	1310A	Appraisal only, never less than initial rat	4,471.00	\$8.50	\$8.50	N/A	\$8.50	\$38,003.50
Delta Air Lines	Air Freight Bldg - Unit 1311	1311	Appraisal only, never less than initial rat	7,019.00	\$8.50	\$8.50	N/A	\$8.50	\$59,661.50



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

RECEIVED  
Airports District Office  
5950 Hazeltine National Drive  
Suite 400  
Orlando, Florida 32822  
JAN 26 AM 11:22  
DEPT. OF AIRPORTS  
BLDG. 846. PBIA

January 20, 2011

Mr. Jerry L. Allen, AAE  
Deputy Director  
Palm Beach County Department of Airports  
846 Palm Beach International Airports  
West Palm Beach, Florida 33406-1470

Release of Federal Surplus Property Obligations  
Northwest Corner of Congress Avenue and Gun Club Road  
15.83 acre parcel

Dear Mr. Allen:

This is in response to your letter dated August 25, 2010, requesting that 15.83 acres, more or less, of federally obligated land be released from conditions of the Surplus Property Quitclaim Deeds dated September 11, 1948 and March 22, 1961. This property was transferred to the Palm Beach County under the authority of the Surplus Property Act of 1944, and the Federal Property and Administrative Services Act of 1949, respectively.

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. §47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes. In this instance, the 15.83 acres released is to be swapped for a 16.92 parcel located in Airport Center, at the northeast corner of Australian Avenue and Southern Boulevard.

Under 49 U.S.C. §§47153(c), FAA is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on October 8, 2010.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for municipal purposes will not interfere with the operation, maintenance or future development of the airport.





**DEED OF RELEASE**

FILE NUM 20110053615 OR BOOK/PAGE 24353M162 DATE: 02M4/2011 14:39:48 Pgs 1162 - 1165 (4pgs)  
Sharon R. Book, CLERK & COMPTROLLER

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to Palm Beach County, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

**WHEREAS**, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. §47153, and applicable rules, regulations, and orders by two instruments of transfer entitled "Quitclaim Deed" dated September 11, 1948 and March 22, 1961, did remise, release and forever quitclaim to Palm Beach County, its successors and assigns, all rights, title and interest in and to that certain property located and situated in West Palm Beach, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deeds being recorded in the public records of Palm Beach County, Florida, Deed Book No. 856, Pages 30-47, and Official Record Book No. 619, Pages 344-356, respectively, reference being hereto made as if fully set out herein; and

**WHEREAS**, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

**WHEREAS**, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

**WHEREAS**, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

**WHEREAS**, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

**NOW THEREFORE**, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Palm Beach County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- (1) That the Palm Beach 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 real property hereinafter described, 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 use of said airspace for landing on, or taking off from or operating on Palm Beach International Airport.

- (2) That the Palm Beach County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- (3) That the Palm Beach County expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Palm Beach International Airport or interfere with air navigation and or communication facilities serving Palm Beach International Airport, or otherwise constitute an airport hazard.
- (4) Ensure that the Palm Beach County and their successors and assigns shall not permit/afford access from the subject property onto Palm Beach International Airport property for aeronautical purposes.

**HEREBY**, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instruments of Transfer from the United States of America to the Palm Beach County dated September 11, 1948 and March 22, 1961, which real property is described as follows:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 & 8, BLOCK 1 OF THE PLAT OF PALM BEACH PLANTATION AS RECORDED IN PLAT BOOK 10, PAGE 20 AND A PORTION OF THE GUN CLUB ROAD RIGHT-OF-WAY AS SHOWN ON ROAD PLAT BOOK 3, PAGE 181 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 88°38'58" EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 6, A DISTANCE OF 5330.50 FEET TO THE BASELINE OF SURVEY FOR STATE ROAD 807 - CONGRESS AVENUE, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93120-2517; THENCE NORTH 02°31'02" EAST ALONG SAID BASELINE, A DISTANCE OF 1174.29 FEET; THENCE NORTH 87°28'58" WEST AT RIGHT ANGLES TO SAID BASELINE, A DISTANCE OF 154.84 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF CONGRESS AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1837 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE NORTH 89°21'55" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD AS SHOWN ON THE LEGAL AND SKETCH FOR PARCEL NO. 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, A DISTANCE OF 80.51 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE

NORTHEAST AND HAVING A RADIUS OF 914.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'37", AN ARC DISTANCE OF 358.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°53'18" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.91 FEET; THENCE NORTH 65°36'45" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.03 FEET TO THE WEST LINE OF SAID TRACT 8, BLOCK 1; THENCE NORTH 02°23'24" EAST ALONG THE WEST LINE OF SAID TRACT 8, BLOCK 1 AND THE WEST LINE OF SAID TRACT 1, BLOCK 1, A DISTANCE OF 1148.04 FEET TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF THE C-51 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 OF SAID PUBLIC RECORDS; THENCE SOUTH 79°11'02" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 610.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1614.17 FEET A RADIAL LINE FROM SAID POINT BEARS NORTH 10°48'58" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'41", AN ARC DISTANCE OF 1.73 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF CONGRESS AVENUE AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93580-2601; THENCE SOUTH 02°31'02" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 696.67 FEET TO SAID EXISTING RIGHT-OF-WAY LINE OF CONGRESS AVENUE RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 BEING A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 938.58 FEET A RADIAL LINE FROM SAID POINT BEAR SOUTH 69°15'29" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°13'30", AN ARC DISTANCE OF 298.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°31'02" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 111.23 FEET; THENCE SOUTH 61°17'21" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 59.65 FEET; THENCE SOUTH 02°18'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.70 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 15.8290 ACRES OR 689,512 SQUARE FEET MORE OR LESS.

This release is for the specific purpose of permitting Palm Beach County to sell and convey title to the above described property for municipal purposes.

By its acceptance of this Deed of Release Palm Beach County also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 20<sup>th</sup> day of January, 2011.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION

By [Signature]  
Manager, Orlando Airports District Office  
Airports Division, Southern Region  
Federal Aviation Administration

STATE OF FLORIDA        )  
                                  ) ss  
COUNTY OF ORANGE    )

On this 20<sup>th</sup> day of January, 2011, before me a Notary Public in and for the County of Orange, State of Florida, personally appeared W. Dean Stringer, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.



[Signature: Kathy Dees]  
Notary Public in and for said County and State

(SEAL)

My commission expires April 24, 2011

Accepted:

Palm Beach County

By: [Signature]

Title: Director of Airports

Date: January 25, 2011

Agenda Item 6D-5 6/8/2010

APPROVED BY THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ON 6/8/10 R2010-0939  
[Signature]  
County Attorney or Designee



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 14 DAY OF Feb, 2011  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By [Signature]  
DEPUTY CLERK

**AMENDMENT NO. 1 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
DAVID BROOKS ENTERPRISES  
FOR  
TERMINAL FLOORING IMPROVEMENTS – PHASE 1  
AT PALM BEACH COUNTY INTERNATIONAL AIRPORT**

This Amendment No. 1 to the Contract is made as of the 14th day of February, 2011, by and between Palm Beach County, Florida (COUNTY) and DAVID BROOKS ENTERPRISES INCORPORATED, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, having its office and principal place of business at 9000 Burma Road, Suite 101 Palm Beach Gardens, FL 33403, Federal Tax ID 65-0281453

**WITNESSETH**

WHEREAS, on October 5, 2010, the County entered into an Agreement (R2010-1605) with the CONTRACTOR for the CONTRACTOR to provide Construction Services for the Terminal Flooring Improvements - Phase 1 Project at Palm Beach International Airport; and

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to delete all references to the imposition of a Inspector General Fee (“IG Fee”) due to the changes adopted by the Board of County Commissioners on September 28, 2010, through an Amendment to the Palm Beach County Office of Inspector General Ordinance.
2. Amend the Agreement to delete the following language from Special Provisions SP 15 Progress Payment Procedures:

*The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.*

*Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.*

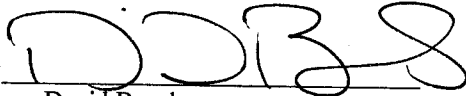
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

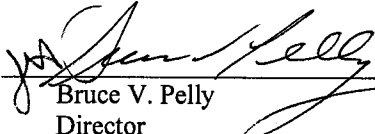
**IN WITNESS WHEREOF**, the parties have caused the first Amendment to the Contract to be signed by the Director of the Department of Airports, on behalf of the Board of County Commissioners, and the CONTRACTOR, DAVID BROOKS ENTERPRISES INCORPORATED, to be signed in its corporate name

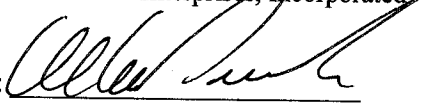
by its duly authorized officer David Brooks, acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above

**DAVID BROOKS ENTERPRISES,  
INCORPORATED**

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By:   
David Brooks  
President  
David Brooks Enterprises, Incorporated

By:   
Bruce V. Pelly  
Director  
Department of Airports

ATTEST: 

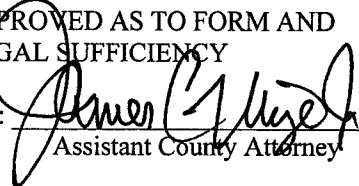
DATE: 2/1/11

BY: M.L. Davidson

TITLE: V.P.

(Corporate Seal)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
Assistant County Attorney

**AMENDMENT NO. 1 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
ROSSO PAVING AND DRAINAGE INCORPORATED  
FOR  
RUNWAY 14-32 RSA IMPROVEMENTS  
AT PALM BEACH COUNTY INTERNATIONAL AIRPORT  
PALM BEACH COUNTY PROJECT NO PB10-10**

This Amendment No. 1 to the Contract is made as of the 14th day of February, 2011, by and between Palm Beach County, Florida (COUNTY) and ROSSO PAVING AND DRAINAGE, INCORPORATED, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, having its office and principal place of business at 350 Martin Lane West, Palm Beach, Florida 33413

**WITNESSETH**

WHEREAS, on October 19, 2010, the County entered into an Agreement (R2010-1666) with the CONTRACTOR for the CONTRACTOR to provide Construction Services for the Runway 14-32 RSA Improvements at Palm Beach International Airport; and

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to delete all references to the imposition of a Inspector General Fee ("IG Fee") due to the changes adopted by the Board of County Commissioners on September 28, 2010, through an Amendment to the Palm Beach County Office of Inspector General Ordinance.
2. Amend the Agreement to delete the following language from Special Provisions SP 15 Progress Payment Procedures:

*The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.*

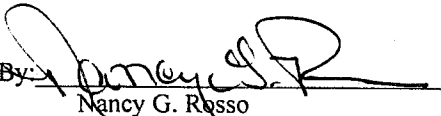
*Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.*

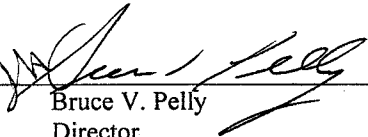
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

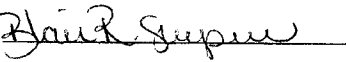
IN WITNESS WHEREOF, the parties have caused the first Amendment to the Contract to be signed by the Director of the Department of Airports, on behalf of the Board of County Commissioners, and the CONTRACTOR, ROSSO PAVING AND DRAINAGE INCORPORATED, to be signed in its corporate name by its duly authorized officer Nancy G. Rosso, acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above

ROSSO PAVING AND DRAINAGE,  
INCORPORATED

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

By:   
Nancy G. Rosso  
President  
Rosso Paving and Drainage, Incorporated

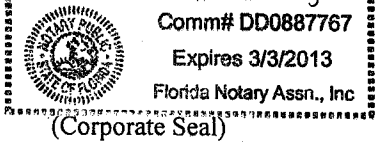
By:   
Bruce V. Pelly  
Director  
Department of Airports

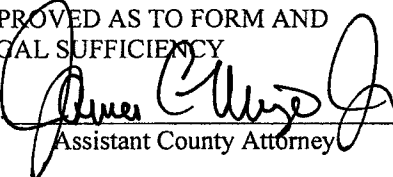
ATTEST: 

DATE: 2/4/2011

BY: Blair R. Simpson

TITLE: Notary Public  
BLAIR R. SIMPSON



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
BY:   
Assistant County Attorney

**AMENDMENT NO. 1 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
ENGINEERED ARRESTING SYSTEMS CORPORATION  
FOR  
EMAS IMPROVEMENTS DEPARTURE END OF RUNWAY 14  
AT  
PALM BEACH INTERNATIONAL AIRPORT**

This Amendment No. 1 to the Contract is made as of the 24th day of February, 2011, by and between Palm Beach County, Florida (COUNTY) and ENGINEERED ARRESTING SYSTEMS CORPORATION (ESCO), a corporation authorized to do business in the State of Florida, hereinafter referred to as ESCO, having its office and principal place of business at 2239 High Hill Road, Logan Township, NJ 08085.

**WITNESSETH**

WHEREAS, on October 19, 2010, the County entered into an Agreement (R2010-1665) with ESCO for ESCO to provide materials and on-site support services to facilitate the installation of an Engineered Materials Arresting System (EMAS) block system at Palm Beach International Airport (PBIA); and

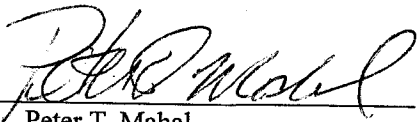
NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.


1. The parties hereby agree to amend the Contract to delete all references to the imposition of a Inspector General Fee ("IG Fee") included in the Contract, due to the changes adopted by the Board of County Commissioners on September 28, 2010, through an Amendment to the Palm Beach County Office of Inspector General Ordinance.
2. Amend the Contract to delete the following language:  
*Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.*
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused the First Amendment to the Contract to be signed by the Director of the Department of Airports, on behalf of the Board of County Commissioners, and ENGINEERED ARRESTING SYSTEMS CORPORATION, has caused these presents to be signed in its corporate name by its duly authorized officer **Peter T. Mahal, Executive Vice President**, acting on behalf of said ESCO, and the Seal of ESCO to be affixed hereto and attested by the Secretary of ESCO, the day and year first written above.



**ENGINEERED ARRESTING SYSTEMS CORPORATION**

By:   
Peter T. Mahal  
Executive Vice President  
Engineered Arresting Systems Corp.

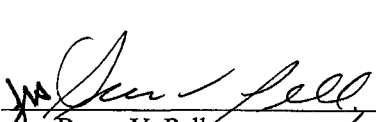
ATTEST:   
DATE: 2/9/11

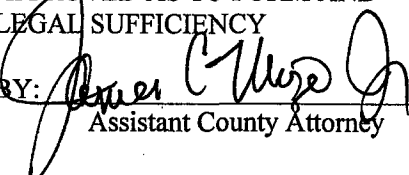
BY: Nicholas M. Gallogly

TITLE: Assistant Secretary

(Corporate Seal)

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
Bruce V. Pelly  
Director  
Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY:   
Assistant County Attorney

**AMENDMENT NO. 10 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
THE LPA GROUP INCORPORATED  
FOR  
CONSULTING/PROFESSIONAL SERVICES AT  
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 10 to the Contract is made as of the 24th day of February, 2011, by \_\_\_\_\_ and between Palm Beach County, Florida (COUNTY) and THE LPA GROUP INCORPORATED, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 700 Huger Street, Columbia, South Carolina, 29201, whose Federal Tax I.D. number is 57-0716200.

**WITNESSETH**

WHEREAS, on November 21, 2006, the County entered into an Agreement (R2006-2418) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, on May 1, 2007, the COUNTY entered into an Amendment #1 (R2007 0635) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on November 20, 2007, the COUNTY entered into an Amendment #2 (R2007 2072) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on June 17, 2008, the COUNTY entered into an Amendment #3 (R2008 1048) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on October 21, 2008, the COUNTY entered into an Amendment #4 (R2008 1847) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and, further, amended the Agreement in order to exercise the first one (1) year renewal option, with an effective date for year three of November 21, 2008; and

WHEREAS, on February 24, 2009, the COUNTY entered into an Amendment #5 (R2009 0282) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and

WHEREAS, on May 19, 2009, the COUNTY entered into an Amendment #6 (R2009 0841) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and

WHEREAS, on November 3, 2009, the COUNTY entered into an Amendment #7 (R2009 1877) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and, further, amended the Agreement in order to exercise the 2nd one (1) year renewal option, with an effective date for year four of November 21, 2009, and

WHEREAS, on April 20, 2010, the COUNTY entered into an Amendment #8 (R2010 0606) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and, further, amended the Agreement to include additional language to the original Agreement related to the Office of Inspector General Ordinance, and

WHEREAS, on October 19, 2010, the COUNTY entered into an Amendment #9 (R2010 1664) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to delete all references to the imposition of a Inspector General Fee ("IG Fee") added to the Contract under Amendment No. 8, due to the changes adopted by the Board of County Commissioners on September 28, 2010, through an Amendment to the Palm Beach County Office of Inspector General Ordinance.
2. Amend the Agreement to delete the following language added under Amendment No. 8:  
*The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.*  
*Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.*
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Tenth Amendment to the Contract to be signed by the Director of the Department of Airports, on behalf of the Board of County Commissioners, and the CONSULTANT, THE LPA GROUP INCORPORATED, has caused these presents to be signed in its corporate name by its duly authorized officer Paul A. Holt, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above

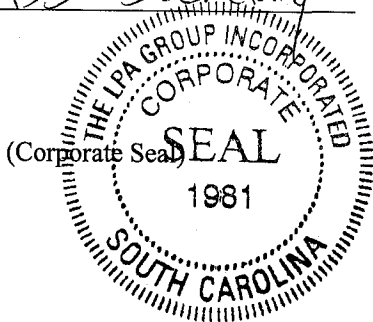
**THE LPA GROUP, INCORPORATED**

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: *PAH*  
Paul A. Holt  
Senior Vice President  
The LPA Group, Incorporated

By: *Bruce V. Pelly*  
Bruce V. Pelly  
Director  
Department of Airports

ATTEST: *Julie A. Lorenz*  
DATE: 2/4/11  
BY: *Julie A. Lorenz*  
TITLE: Asst. Secretary



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
BY: *James C. [Signature]*  
Assistant County Attorney

**AMENDMENT NO. 4 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
RICONDO & ASSOCIATES, INC.  
FOR  
GENERAL CONSULTING SERVICES FOR ARCHITECTUAL, ENGINEERING, CONSTRUCTION  
MANAGEMENT AND LAND DEVELOPMENT  
AT  
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 4 to the Contract is made as of the 24<sup>th</sup> day of February, 2011, by and between Palm Beach County, Florida (COUNTY) and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 20 North Clark Street, Suite 1500, Chicago, IL 60602, whose Federal Tax I.D. number is 36-3663903.

**WITNESSETH**

WHEREAS, on October 6, 2009, the County entered into an Agreement (R2009-1643) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, on March 9, 2010, the COUNTY entered into an Amendment #1 (R2010-0324) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on April 20, 2010, the COUNTY entered into an Amendment #2 (R2010-0605) with the CONSULTANT to include additional language to the original Agreement related to the Office of Inspector General Ordinance; and

WHEREAS, on September 14, 2010, the COUNTY entered into an Amendment #3 (R2010-1391) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to delete all references to the imposition of a Inspector General Fee ("IG Fee") added to the Contract under Amendment No. 2, due to the changes adopted by the Board of County Commissioners on September 28, 2010, through an Amendment to the Palm Beach County Office of Inspector General Ordinance.
2. Amend the Agreement to delete the following language added under Amendment No. 2:

The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

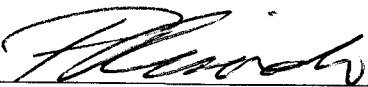
Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.

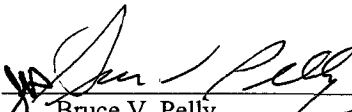
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

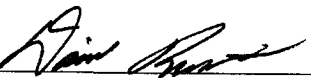
IN WITNESS WHEREOF, the parties have caused the Fourth Amendment to the Contract to be signed by the Director of the Department of Airports, on behalf of the Board of County Commissioners, and the CONSULTANT, RICONDO & ASSOCIATES, INC., has caused these presents to be signed in its corporate name by its duly authorized officer Pete Ricondo, Vice President, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

RICONDO & ASSOCIATES, INC.

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

By:   
Pete Ricondo  
Vice President  
Ricondo & Associates, Inc.

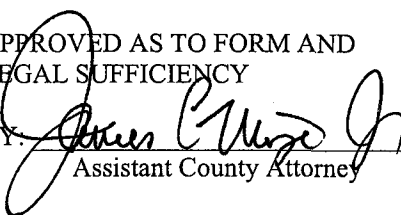
By:   
Bruce V. Pelly  
Director  
Department of Airports

ATTEST: 

DATE: 2/17/11

BY: David Ramacorti

TITLE: Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
BY:   
Assistant County Attorney

(Corporate Seal)

