

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: May 15, 2012 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Thirteen (13) original Documents for the Department of Airports.

- A. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and N50PS-1, LLC, commencing 10/1/2011.
B. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and Complete Island Homes LLC d/b/a CIH Airways, commencing 11/1/2011.
C. Consent to Sublease for Jet Aviation Associates, Ltd. and C.A.A. Leasing Enterprises, Inc., commencing 2/1/2012.
D. Consent to Sublease for Jet Aviation Associates, Ltd. and East Coast Brokerage Services, commencing 1/1/2012.
E. Consent to Sublease for Jet Aviation Associates, Ltd. and Advanced Airways, commencing 12/21/2011.
F. Consent to Sublease for Jet Aviation Associates, Ltd. and Katakana (BVI) Ltd., commencing 2/1/2012.
G. Consent to Sublease for Jet Aviation Associates, Ltd. and Jet Lease Palm Beach, Inc., commencing 1/1/2012.
H. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Whisky Aviation LLC, Erik Waldin, President, commencing 2/1/2012.
I. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Aaron G. Caraveo, commencing 2/1/2012.
J. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and The Murray Company LLC, Dickron Murray, Managing Officer, commencing 2/1/2012.
K. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Topps Air LLC, John T. Slattery, commencing 1/6/2012.
L. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Kelmscott Ventures LLC, James Strathmeyer, commencing 1/1/2012.
M. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Chris Kuebler, commencing 1/5/2012

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-94-1453. Countywide (AH)

Background and Justification: N/A

Attachments: Thirteen (13) Standard Agreements for the Department of Airports

Recommended By: [Signature] Department Director Date: 4/18/12

Approved By: [Signature] County Administrator Date: 4/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____ <i>~0~ *see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

* There is no direct fiscal impact for the attached Receive and File Sublease and Sub-Sublease Agreements. The County leases, under a Master Lease, to tenants such as Galaxy and Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, who in turn sublease these properties. This agenda item only deals with subleases which the County has no direct interest.

C. Departmental Fiscal Review: *CM Seim*

III. REVIEW COMMENTS

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

Chris Halborn
 OFMB
4/23
4/23/12

Dr. J. Jacob 5/11/12
 Contract Dev. and Control
5-1-12 B. Wheeler

B. Legal Sufficiency:

Anne Helgert 5/11/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

CONSENT TO SUBLEASE

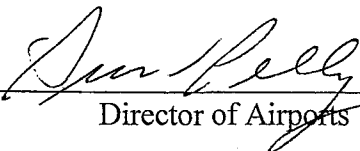
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support Corporation of Palm Beach, Inc. (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement (the "Sublease"), with N50PS-1, LLC, (the "SUBLESSEE"), commencing on October 1, 2011, 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.

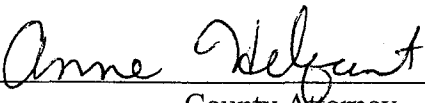
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

MAR 23 2012

APPROVED this ___ day of _____ 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

CONSENT TO SUBLEASE

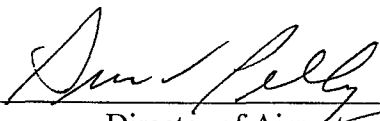
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Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision 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.

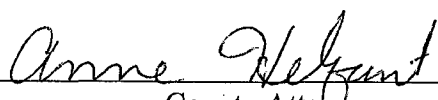
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By: 
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By: 
County Attorney

CONSENT TO SUBLEASE

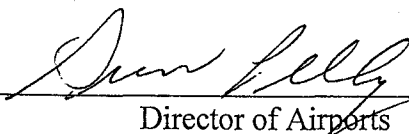
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 1, 2012, (the "Sublease") with C.A.A. Leasing Enterprises, 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.


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County Attorney

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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.

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APPROVED this ___ day of _____ 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: *Don Kelly*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: *Anne Delgado*
County Attorney

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 Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated December 21, 2011, (the "Sublease") with Advanced Airways, (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.

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By: [Signature]
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: [Signature]
County Attorney

CONSENT TO SUBLEASE

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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.

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APPROVED this ___ day of ^{MAR 23 2012} _____ 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: *Sam Pelly*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: *Anne Delaney*
County Attorney

CONSENT TO SUBLEASE

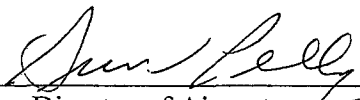
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Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision 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.

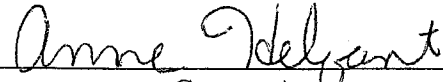
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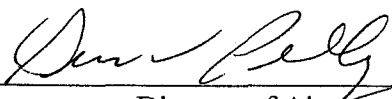
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 14, 2012, and commencing on February 1, 2012, (the "Sublease") with Whisky Aviation, LLC, Erik Waldin, President, (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.


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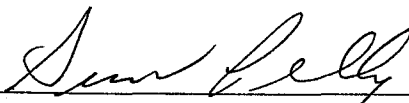
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Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision 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.

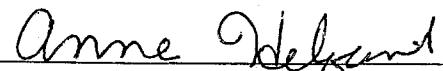
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Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision 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.

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By: [Signature]
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By: [Signature]
County Attorney

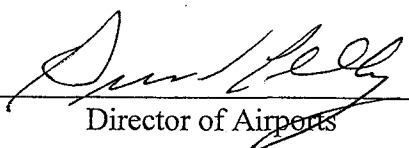
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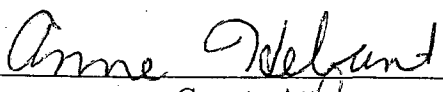
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Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision 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.

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APPROVED this 23 day of ^{MAR 23 2012} 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: [Signature]
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: [Signature]
County Attorney

CONSENT TO SUBLEASE

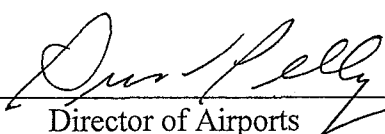
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated January 5, 2012, and commencing on January 5, 2012, (the "Sublease") with Chris Kuebler, (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.

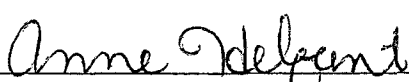
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

MAR 23 2012

APPROVED this ___ day of _____ 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