

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 10, 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: Twelve (12) original Documents for the Department of Airports.

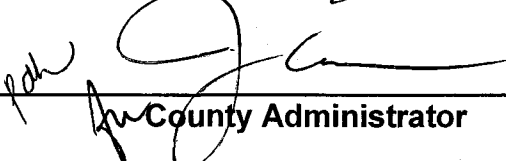
- A. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and TRT Leasing, Inc., commencing 3/1/2012 for approximately 1,791 square feet of Hangar Deck Space in Hangar A (#2).
- B. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and TRT Leasing, Inc., commencing 3/1/2012 for approximately 6,816 square feet of Hangar Deck Space in Hangar A (#2).
- C. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and TRT Leasing, Inc., commencing 3/1/2012 for approximately 6,893 square feet of Hangar Deck Space in Hangar A (#2).
- D. Consent to Sublease for Jet Aviation Associates, Ltd. and Brunskole Aviation Group, Inc. d/b/a Skyloft Aviation, commencing 2/1/2012.
- E. Consent to Sublease for Jet Aviation Associates, Ltd. and Brunskole Aviation Group, Inc. d/b/a Skyloft Aviation, commencing 2/1/2012 for approximately 381 rentable square feet of space located in the Hangar as Suite ME 103 and ME 098.
- F. Consent to Sublease for Jet Aviation Associates, Ltd. and Florida Jet Sales, Inc., commencing 4/1/2012.
- G. Consent to Sublease for Jet Aviation Associates, Ltd. and Kaitar Resources, LLP, commencing 1/1/2012.
- H. Consent to Sublease for Jet Aviation Associates, Ltd. and Piaggio America, Inc., commencing 1/1/2012.
- I. Consent to Sublease for Jet Aviation Associates, Ltd. and N250RG, LLC, commencing 5/1/2011.
- J. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Foresight Energy Services, LLC, commencing 2/1/2012.
- K. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Challenger Management, LLC, commencing 2/1/2012.
- L. Consent to Sublease for Piedmont Hawthorne Aviation LLC, d/b/a Landmark Aviation and Screendreams USA Inc., Erik Simons, CEO, commencing 3/14/2012.

Summary: Delegation of authority for execution of the standard County documents above was approved by the BCC in R-1994-1453. **Countywide (AH)**

Background and Justification: N/A

Attachments: Twelve (12) Standard Agreements for the Department of Airports

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Recommended By:  6/12/12
Department Director Date

Approved By:  6/20/12
County Administrator Date

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	* see below	_____	_____	_____	_____
# 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 Sumner

III. REVIEW COMMENTS

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

 John A. Welch
 OFMB
 6/14/12
 6/14/12
 6/14/12

 Dr. J. Jacob
 Contract Dev. and Control
 6-19-12
 B. Weekly

B. Legal Sufficiency:

 Anne Delaney 6/20/12
 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 TRT Leasing Inc., (the "SUBLESSEE"), commencing on March 1, 2012, 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.

APR 17 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: Don Kelly
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: Anne Helfant
County Attorney

CONSENT TO SUBLEASE

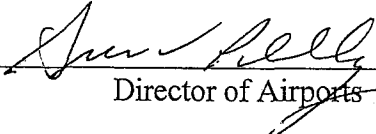
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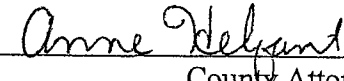
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By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

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APR 17 2012

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By: *Dean Kelly*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: *Anne W. Delmont*
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, and subsequent Amendment 1 effective on February 1, 2012, (the "Sublease") with Brunskole Aviaiton Group, Inc. d/b/a Skyloft Aviation, (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

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By: [Signature]
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County Attorney

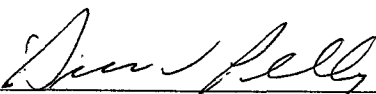
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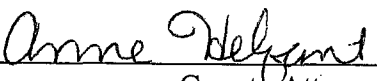
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By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

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APPROVED this 17 day of APR 17 2012 2012, 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: Anne Helgand
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 January 1, 2012, (the "Sublease") with Piaggio America, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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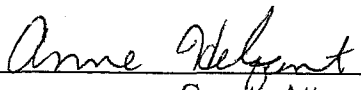
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Approved as to Form and Legal Sufficiency:

By: 
County Attorney

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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 **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 20, 2012, and commencing on February 1, 2012, (the "Sublease") with Challenger Management, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

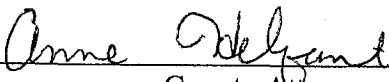
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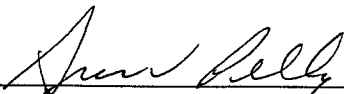
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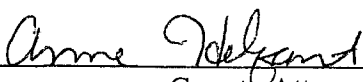
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