

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 11, 2020 Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Third Amendment (Amendment) to Amended and Restated Fixed Base Operator Lease Agreement (Lease) (R-2016-0759) with Galaxy Aviation of Lantana, Inc. d/b/a Stellar Aviation of South Palm Beach (Stellar), providing for reimbursement of water and sewer charges in the amount of \$65,272 and monthly water and sewer charges applicable to Fire Station 35 of approximately \$1,565.18 per month.

Summary: In July 2017, the County entered into a contract with West Construction, Inc. (R-2017-9035), for various airside and landside improvements at the Palm Beach County Park Airport (Lantana Airport), which included utility infrastructure improvements. As a result of the project, it was discovered that Fire Station 35, which is located on the Lantana Airport, is not separately metered by the utility provider for the provision water and sewer services, and Stellar has been paying for the monthly utility services for Fire Station 35. The construction cost to directly connect Fire Station 35 to water and sewer services has been estimated to exceed \$600,000, exclusive of engineering costs. Rather than requiring a separate connection, Stellar has agreed to invoice the Fire Rescue Department (Fire Rescue) for water and sewer costs based on estimated consumption volumes for comparable fire stations in Palm Beach County. The anticipated monthly cost for water and sewer services for Fire Station 35 is \$1,565.18 per month based on current utility rates established by the City of Lake Worth, which will be payable on a quarterly basis. The Amendment also provides that Fire Rescue will reimburse Stellar in the amount of \$56,375 for historical costs incurred by Stellar for water and sewer services from the commencement of the Lease. The Department of Airports will also reimburse Stellar \$8,897 for a temporary increase base facility charges resulting from the County's construction project. The County may elect to install a separate, direct connection to water and sewer services at any time during the Lease. **Countywide (HJF)**

Background and Justification: Stellar has provided fixed based operator services at the Lantana Airport since 2014. Stellar is a Florida corporation with its principal place of business in Lantana, Florida. The Lease provides that Stellar will pay all utility costs for its leasehold premises, but does not contemplate payment of utility services for Fire Station 35. The reimbursement amount was calculated using the estimated consumption volume based on the rates that applied at the time the charges were incurred. As an accommodation to the County, Stellar has agreed to invoice Fire Rescue for future water and sewer services rather than providing for separate connection.

Attachments:

- 1. Third Amendment (3)

Recommended By: Laura Burke 1-14-20
 Department Director Date
 Approved By: J 1- 1-31-2020
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|-----------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>\$82,489</u> | <u>\$19,721</u> | <u>\$20,707</u> | <u>\$21,743</u> | <u>\$22,830</u> |
| Operating Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | <u>\$82,489</u> | <u>\$19,721</u> | <u>\$20,707</u> | <u>\$21,743</u> | <u>\$22,830</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No: Fund 1300 Department 440 Unit 4233 Object 4304
 Fund 4100 Department 120 Unit 2230 Object 4304
 Reporting Category _____

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

This Amendment provides for reimbursement from Fire Rescue in the amount of \$56,375 (1300-440-4233-4304) for water and sewer services provided from the commencement of the Lease in 2014 through the billing cycle ending on October 29, 2019 plus \$17,216.98 for billing cycle of November 2019 to September 30, 2020. Fire Rescue will be responsible for payment of water and sewer charges to Stellar Aviation based on the then current utility rates, which is anticipated to be \$18,782.16 per year (1300-440-4233-4304), assuming a five-percent (5%) per year escalator in the utility rates. This Amendment also provides for reimbursement in the form of rental credit in the amount of \$8,897 (4100-120-2230-4304) from the Department of Airports for a short-term increase in base facility charges associated with the installation of a larger water meter during the Project. The amount of \$8,897 is included in the Department of Airports current budget.

C. Departmental Fiscal Review:

Heather Mancannon

III. REVIEW COMMENTS

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

[Signature] 1/16/2020
 OFMB 1/16/2020

[Signature] 1/23/2020
 Contract Dev. and Control 1/23/2020

B. Legal Sufficiency:

[Signature] 1/24/20
 Assistant County Attorney

C. Other Department Review:

Acting: [Signature]
 Department Director

REVISED 11/17



**STARR
COMPANIES**

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: PALM BEACH COUNTY - DEPARTMENT OF AIRPORTS

Named Insured: GALAXY AVIATION OF LANTANA, INC
2633 LANTANA ROAD
LAKE WORTH, FL 33437

Policy Period: From APRIL 1, 2019 To APRIL 1, 2020

Policy Number: 1000221151-04

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability

Limits of Insurance

| | | | |
|-----------------------------------------------|----|-----------------------|------------------|
| Each Occurrence Limit | \$ | <u>2,500,000.</u> | |
| Damage to Premises Rented to You Limit | \$ | <u>50,000.</u> | Any one premises |
| Medical Expense Limit | \$ | <u>10,000.</u> | Any one person |
| Personal & Advertising Injury Aggregate Limit | \$ | <u>2,500,000.</u> | |
| General Aggregate Limit | \$ | <u>NOT APPLICABLE</u> | |
| Products/Completed Operations Aggregate Limit | \$ | <u>2,500,000.</u> | |
| Hangarkeepers Limit | | | |
| Each Aircraft Limit | \$ | <u>2,500,000.</u> | |
| Each Loss Limit | \$ | <u>2,500,000.</u> | |
| Hangarkeeper's Deductible | \$ | <u>5,000.</u> | Each Aircraft |

Certificate Number: 6.1

Issued By and Date: MARCH 29, 2019 (AH)

Starr 10058 (6/06)

By 
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

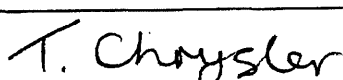
| PRODUCER Avion Insurance Agency, Inc. 1307 S International Pkwy Suite 1071 Lake Mary, FL 32746 | CONTACT NAME: Tabitha Chrysler PHONE (A/C, No, Ext): 407-936-6805 FAX (A/C, No): E-MAIL ADDRESS: tabitha@avioninsurance.com | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|-------|------------|-------------------------------------|-------|------------|-----------------------|-------|------------|----------------------------|-------|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>American Southern Insurance Company</td> <td>10235</td> </tr> <tr> <td>INSURER B:</td> <td>QBE Insurance Company</td> <td>39217</td> </tr> <tr> <td>INSURER C:</td> <td>Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC# | INSURER A: | American Southern Insurance Company | 10235 | INSURER B: | QBE Insurance Company | 39217 | INSURER C: | Nautilus Insurance Company | 17370 | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC# | | | | | | | | | | | | | | | | | | | |
| INSURER A: | American Southern Insurance Company | 10235 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | QBE Insurance Company | 39217 | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Nautilus Insurance Company | 17370 | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Galaxy Aviation of Lantana, Inc. 2633 Lantana Road Lake Worth, FL 33462 | | | | | | | | | | | | | | | | | | | | | |

| | | |
|------------------|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|------------------|----------------------------|-------------------------|

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | BA 900886 | 04/01/2019 | 04/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ Included \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | AWC0500391 | 04/01/2019 | 04/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Site Specific Pollution Liability | Y | | SSP2011219-15 | 04/01/2019 | 04/01/2020 | \$1M per Cond \$2M Total All |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Evidence of Insurance Only

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Michael Faren is the Secretary of Galaxy Aviation of Lantana Inc. d/b/a Stellar Aviation of Palm Beach, a corporation organized and existing in good standing under the laws of the State Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 14th day of January, 2020, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

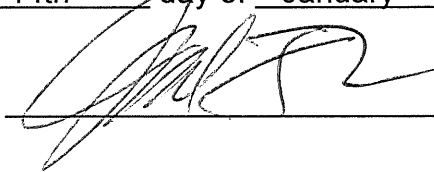
RESOLVED, that the Corporation shall enter into that certain Third Amendment to Amended and Restated Fixed Base Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Jonathan Miller, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 14th day of January, 2020.



Corporate Seal

_____ Michael Faren, Secretary

**FIXED BASE OPERATOR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND GALAXY AVIATION OF LANTANA, INC.**

This Third Amendment to Amended and Restated Fixed Based Operator Lease Agreement (this "Amendment") is made and entered into this _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Galaxy Aviation of Lantana, Inc., d/b/a Stellar Aviation of South Palm Beach, a Florida corporation, having its office and principal place of business at 2633 Lantana Road, Suite 18, Lantana, Florida 33462 ("Tenant").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Amended and Restated Fixed Base Operator Lease Agreement dated June 21, 2016 (R-2016-0759), as amended (the "Lease"); and

WHEREAS, Palm Beach County Fire Station 35 ("Fire Station 35") is located on the Airport pursuant to an interdepartmental Memorandum of Understanding by and between the Department and Fire Rescue Department ("Fire Rescue"), which provides that the Department shall not be responsible for utility services associated with Fire Station 35; and

WHEREAS, as a result of Southside Redevelopment Project Phase 1 and 2 (R-2017-0935), involving utility infrastructure improvements at the Airport ("Project"), it was discovered that Fire Station 35 does not have a standalone water meter and has not paid utility charges for water and sewer utility services; and

WHEREAS, the parties were not aware of the lack of a direct connection for Fire Station 35 to water and sewer services prior to entering into the Lease; and

WHEREAS, Fire Rescue desires to reimburse Tenant for prior water and sewer utility services it has received since the Commencement Date (as defined in the Lease); and

WHEREAS, Tenant has agreed to invoice Fire Rescue for future water and sewer utility services based upon the methodology set forth in this Amendment in lieu of requiring Fire Rescue to obtain a separate direct connection to such utility services; and

WHEREAS, the parties now desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties

hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease.

2. Section 11.01, Utility Costs, of the Lease is hereby deleted in its entirety and replaced with the following:

11.01 Utility Costs.

- (A) Tenant shall pay for all electric, garbage, water, telephone and other utilities charges for the Premises. Although Tenant shall remain liable to County for any costs incurred by County due to Tenant or its subtenant's failure to pay utility charges, Tenant may require its subtenants to pay directly for utility charges, which are separately metered by the utility provider or which may be reasonably prorated among the subtenants by Tenant. The parties shall coordinate to transfer all utility accounts for the utilities serving the Premises prior to the Commencement Date.

- (B) The parties acknowledge that: (i) Fire Station 35 is not independently metered for water and sewer service; and (ii) both the Airport and Fire Station receive water and sewer service through a looped system containing two (2) separate meters, which includes an eight inch (8") meter located southeast of Fire Station 35 ("East Meter") and a four inch (4") meter located near the Airport's main entrance ("West Meter"). Tenant agrees to pay for all water and sewer charges for Fire Station 35, subject to reimbursement of the cost of such services as hereinafter provided. For purposes of reimbursement, the parties agree that: (i) Fire Station 35 shall be deemed to consume nine thousand two hundred fifty (9,250) gallons of water per month for purposes of determining water and sewer volumes; (ii) Fire Station shall be responsible for reimbursement of 57.44% of the water and sewer base facility charges applicable to the East Meter; and (iii) Fire Rescue shall be responsible for payment of its share of any surcharges applicable to the provision of water and sewer services. The parties agree that Fire Rescue shall not be responsible for any portion of the base facility charge for the West Meter. Reimbursement shall be paid by Fire Rescue to Tenant at the then current utility rates established by the City of Lake Worth ("City"), or the then current utility provider, on a quarterly basis within forty-five (45) days of the date of Tenant's invoice. The first quarterly invoice shall include all charges incurred after the billing cycle ending on October 29, 2019.

An example calculation based on the rates established by the City effective on October 1, 2018, is set forth below for purposes of clarity:

Water & Sewer Volume Charges

9,250/100 gallons x \$1.505 = \$139.21

9,250/100 gallons x \$0.412 = \$ 38.11

\$177.32

8" Meter Base Facility Charge

\$1,185.60 water base facility fee x 57.44% = \$681.01

\$685.60 sewer base facility fee x 57.44% = \$393.81

\$1,074.82

25% Surcharge (for service outside City limits) x \$1,252.14
(Consumption + Base Fee) = \$313.04

Total Cost/Month = \$1,565.18

Tenant shall deliver invoices for reimbursement of water and sewer charges by Fire Rescue at the following address:

Palm Beach County Fire Rescue Headquarters
405 Pike Road
West Palm Beach, FL 33411-3815

or at such other address as may be directed by Fire Rescue from time to time upon no less than ten (10) days' prior written notice to Tenant.

Reimbursement payments shall be delivered to Tenant at the following address:

Stellar Aviation of South Palm Beach
2633 Lantana Road, Suite 18
Lantana, Florida 33462

or at such other address as may be directed by the Tenant from time to time upon no less than ten (10) days' prior written notice to Fire Rescue.

In the event additional improvements are constructed to the Airport or Fire Station 35 that would impact water consumption or meter sizes, the parties agree to reevaluate the estimated consumption utilized for determining volume charges and the percentage of base facility charges applicable to Fire Station 35. Any revision to the basis for such charges shall require a formal amendment to this Lease. In the event the parties are unable to reach agreement as to any revisions, after using good faith efforts to do so, Tenant may provide County with no less than twelve (12) months' prior written notice of its intent to disconnect Fire Station 35 from the water and sewer system serving the Premises.

At any time during the Term of this Lease, County may elect to separately connect Fire Station 35 to water and sewer services and provide for the installation of a water meter, at County's sole cost and expense, through a funding source other than airport revenues. Upon installation of a separate connection to water and sewer services, the parties shall be released from all further obligation under this Section 11.01(B), with the exception of those obligations arising prior to the installation of such connection and meter.

- (C) Tenant acknowledges that electric and water meters currently serving the Premises may share meters with equipment and facilities that serve Airport equipment and facilities, which are not included in the Premises. In such event, County agrees to reimburse Tenant for County's share of the electric and/or water costs on a quarterly basis, which reimbursement may be in the form of a rental credit against amounts payable to County hereunder. The amount of such reimbursement shall be determined based upon a good faith estimate of County's use of such services. County may also elect to separately meter such equipment and facilities at County's sole cost and expense. The parties acknowledge and agree that this Section 11.01(C) is limited to equipment and facilities serving the Airport and does not include Fire Station 35, which is addressed in Section 11.01(B) above.
- (D) Extension of utility mains or services to meet the needs of Tenant with respect to future Tenant Improvements on the Premises shall be at the expense of Tenant and shall become the property of County upon installation. Tenant shall be required to make one (1) telephone available for public use on a twenty-four (24) hour basis, which may be a pay telephone.

3. Within sixty (60) days of the effective date of this Amendment, County, by and through Fire Rescue, shall reimburse Tenant the amount of Fifty Six Thousand Three Hundred Seventy-Five Dollars (\$56,375.00) for water and sewer services received by Fire Station 35 from the Commencement Date through the billing cycle ending on October 29, 2019, which payment shall be deemed to fully reimburse Tenant for all past water and sewer service charges, including volume charges, base facility charges and surcharges.

4. As a result of the Project, the parties acknowledge that: (i) the West Meter was temporarily replaced with an eight inch (8") meter, which resulted in an increased base facility charge of approximately One Thousand Two Hundred Fifty-Nine Dollars (\$1,259.00) per month commencing in December 2018 until the four inch (4") meter was restored in August 2019; and (ii) Tenant received reimbursement in the amount of Two Thousand Four Hundred Thirty-Seven Dollars (\$2,437.00) from County's contractor as a result of the increased charge. Accordingly, County, by and through the Department, agrees to reimburse Tenant the amount of Eight Thousand Eight Hundred Ninety-Seven Dollars (\$8,897.00) for unreimbursed costs incurred by Tenant as a

result of the increased meter size, which reimbursement shall be in the form rental credit against future payments due and payable to County under the Lease.

5. Within sixty (60) days of receipt of the reimbursement payment and rental credit from County pursuant to Sections 3 and 4 of this Amendment, Tenant shall reimburse, or provide a rental credit to, its subtenants for their proportionate share of water and sewer charges paid to Tenant for water and sewer services prior to the effective date of this Amendment, less any administrative costs of Tenant. Tenant, on behalf of itself as well as its successors, assigns and subtenants, hereby releases, acquits and forever discharges County and its officers, agents, commissioners, employees, successors and assigns (hereinafter collectively referred to as "County Parties"), from any and all claims, demands, rights, damages, costs, payments, expenses, compensation, attorney's fees, actions, causes of action or suits of any kind or nature whatsoever, which Tenant ever had, now has, or may have against the County Parties arising out of or relating to the payment of water and sewer services by Tenant or its subtenants for the benefit of Fire Station 35, the provision of water and sewer services to Fire Station 35, or costs associated with changes in water meter sizes as a result of the Project. Furthermore, Tenant agrees to protect, defend, reimburse, indemnify and hold the County Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of or relating to the payment water and sewer services by Tenant or its subtenants for the benefit of Fire Station 35, the provision of water and sewer services to Fire Station 35, or costs associated with changes in meter sizes as a result of the Project, including any claims of Tenant's subtenants.

6. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

7. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *Laura Bube*
Director, Department of Airports

By: _____
Fire Chief, Fire Rescue Department

Signed, sealed and delivered in the
presence of two witnesses for
TENANT:

TENANT:
Galaxy Aviation of Lantana, Inc. d/b/a
Stellar Aviation of South Palm Beach

[Signature]
Signature

By: *[Signature]*
Signature

Aggon Klein
Print Name

Jonathan Miller
Print Name

[Signature]
Signature

PRESIDENT
Title

Michael Faren
Print Name

(SEAL)