


AGENDA ITEM SUMMARY

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

I. EXECUTIVE BRIEF

1. 711 Finad LLC, effective 4/1/2021
2. Beagles Eagle, LLC, effective 5/1/2021
3. CMB Aviation 1 LLC, effective 5/1/2021
4. Georgetown Management, LLC, effective 4/1/2021

Approved By:  5-21-21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4100 Department 120 Unit RSource
Reporting Category

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

No fiscal impact.

C. Departmental Fiscal Review: Debbie Duncan

III. REVIEW COMMENTS

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

Lisa M. Smith
OFMB QA 5-12-21
5-13-21

Ann J. Jaworski 5/20/21
Contract Dev. and Control
5-20-21 TW

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County"), by and through its Department of Airports, under that certain Lease Agreement with **Atlantic Aviation West Palm Beach LLC, d/b/a Atlantic Aviation PBI**, ("Lessee"), dated October 18, 2000 (R-2000-1067, as amended and assigned), (the "Lease Agreement"), hereby consents to lessee entering into a Use and Occupancy Agreement for Hangar Space effective April 1, 2021, with 711 Finad LLC ("Sublessee") (the "Sublease") for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Summary of Terms".

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

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

APPROVED this ____ day of APR 30 2021 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


**USE AND OCCUPANCY AGREEMENT
HANGAR SPACE (FL)**

SUMMARY OF TERMS

Contract No.	601400
Airport	Palm Beach International
Operator	Atlantic Aviation -West Palm Beach LLC
Master Lease Agreement(s)	Dated 10/18/2000 as amended by Palm Beach County & Atlantic Aviation-West Palm Beach LLC on file at Dept. of Airports
Facility	3800 Southern Blvd. West Palm Beach FL 33406
User	711 Finad LLC
Aircraft	Type: Cessna 425 Reg. No.: N425ES Serial No.: 425-0232
Registered Owner of Aircraft	Name: 711 Finad LLC Address: 233 Industrial Ave Teterboro, NJ 07608 Phone: 646-509-1320 Email: Esenior@Allenco.com
Space	Guaranteed hangar space for a Cessna 425
Purpose(s) for Use of Space	Storage of Aircraft
Effective Date	4/1/2021
Initial Term	1 Year
Use Fees, Other Fees and Charges*	Space Use Fee (monthly) - Hangar Space + Florida state sales tax Credit on File: Y
Security Deposit	representing one month Space Use Fees)
Utilities, Trash Removal, and Janitorial Services	No

IN WITNESS WHEREOF, the parties have executed this Use and Occupancy Agreement, which includes the Summary of Terms and Schedules attached hereto and made a part hereof (collectively, the "Agreement") as of the Effective Date, and the persons executing this Agreement on behalf of Operator and User represent and warrant that he or she has full power and authority to do so.

OPERATOR

By: 

Title: GM

Date: 4/21/21

USER

By: 

Title: Manager

Date: 4/1/2021

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County"), by and through its Department of Airports, under that certain Lease Agreement with **Atlantic Aviation West Palm Beach LLC, d/b/a Atlantic Aviation PBI**, ("Lessee"), dated October 18, 2000 (R-2000-1067, as amended and assigned), (the "Lease Agreement"), hereby consents to lessee entering into a Use and Occupancy Agreement for Hangar Space effective May 1, 2021, with Beagles Eagle, LLC ("Sublessee") (the "Sublease") for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Summary of Terms", Contract Number 618912.

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

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

APPROVED this 30 day of April 2021 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: /s/ Anne Helfant
County Attorney

**USE AND OCCUPANCY AGREEMENT
HANGAR SPACE (FL)**

SUMMARY OF TERMS

Contract No.	618912
Airport	Palm Beach International
Operator	Atlantic Aviation -West Palm Beach LLC
Master Lease Agreement(s)	Dated 10/18/2000 as amended by Palm Beach County & Atlantic Aviation-West Palm Beach LLC on file at Dept. of Airports
Facility	3800 Southern Blvd. West Palm Beach, FL 33406
User	Beagle's Eagle, LLC
Aircraft	Type: King Air C90 Reg. No.: N96JF Serial No.: LJ-1429
Registered Owner of Aircraft	Name: Beagles Eagle, LLC Address: 6605 S Dixie HWY Suite 200 West Palm Beach, FL 33405-4446 Phone: 561-752-5136
Space	Aircraft Hangar Storage
Purpose(s) for Use of Space	Storage of Aircraft
Effective Date	05/1/2021
Initial Term	1 Year
Use Fees, Other Fees and Charges*	Space Use Fee (monthly) - Hangar Space: + Florida Sales Tax Credit Card Information on File: Y
Security Deposit	None
Utilities, Trash Removal, and Janitorial Services	No No

IN WITNESS WHEREOF, the parties have executed this Use and Occupancy Agreement, which includes the Summary of Terms and Schedules attached hereto and made a part hereof (collectively, the "Agreement") as of the Effective Date, and the persons executing this Agreement on behalf of Operator and User represent and warrant that he or she has full power and authority to do so.

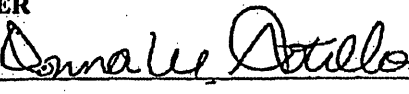
OPERATOR

By: 

Title: GM

Date: 4/27/21

USER

By: 

Title: Manager

Date: 4/26/21

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County"), by and through its Department of Airports, under that certain Lease Agreement with **Atlantic Aviation West Palm Beach LLC, d/b/a Atlantic Aviation PBI**, ("Lessee"), dated October 18, 2000 (R-2000-1067, as amended and assigned) (the "Lease Agreement"), hereby consents to lessee entering into a License Agreement for Office Space effective May 1, 2021, with CMB Aviation 1 LLC ("Sublessee") (the "Sublease") for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Summary of Terms", Contract Number 647593.

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

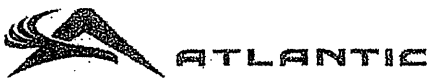
It is County's intent that Lessee shall remain liable to County for all rights and obligations contained in its Lease Agreement with County.

APPROVED this 30 day of April, 2021, 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: /s/ Anne Helfant
County Attorney




LICENSE AGREEMENT
OFFICE SPACE (FL)
SUMMARY OF TERMS

Contract No.	647593
Airport	Palm Beach International Airport
Operator	Atlantic Aviation Palm Beach LLC 3800 Southern Blvd. West Palm Beach, FL 33406
Master Lease Agreement(s)	Dated 10/18/2000 as amended by Palm Beach County & Atlantic Aviation-West Palm Beach LLC on file at Dept. of Airports
Facility	Atlantic Aviation WPB LLC 3800 Southern Blvd. Bldg. 1625A Ste#207 WPB, FL 33406
User	Name: CMB Aviation 1 LLC 101 Pope ST Talladega, AL 35160-3634 Contact: Guy Bennett Phone: 904-671-2154 Email: guyb@cmbav.com
Space	Office space - 3800 Southern Blvd. Bldg. 1625A Ste#207 WPB, FL 33406
Purpose(s) for Use of Space	Administrative functions related to aviation activities
Effective Date	May 1 st 2021
Initial Term	12 months
Use Fees*	Space Use Fee (monthly):
Security Deposit	representing two months Space Use Fee)

IN WITNESS WHEREOF, the parties have executed this License Agreement, which includes the Summary of Terms, and Schedules attached hereto and made a part hereof (collectively, the "Agreement") as of the Effective Date, and the persons executing this Summary of Terms on behalf of Operator and User represent and warrant that he or she has full power and authority to do so.

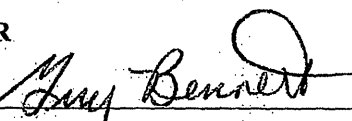
OPERATOR

By: 

Title: GM

Date: 4/26/21

USER

By: 

Title: DIRECTOR OF FLIGHT OPERATIONS

Date: APRIL 24, 2021




CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County"), by and through its Department of Airports, under that certain Lease Agreement with **Atlantic Aviation West Palm Beach LLC, d/b/a Atlantic Aviation PBI**, ("Lessee"), dated October 18, 2000 (R-2000-1067, as amended and assigned), (the "Lease Agreement"), hereby consents to lessee entering into a Use and Occupancy Agreement for Hangar Space effective April 1, 2021, with Georgetown Management, LLC ("Sublessee") (the "Sublease") for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Summary of Terms".

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

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

APPROVED this ____ day of APR 30 2021 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: /s/ Anne Helfant
County Attorney

**USE AND OCCUPANCY AGREEMENT
HANGAR and OFFICE SPACE (FL)**

SUMMARY OF TERMS

Contract No.	522823
Airport	Palm Beach International
Operator	Atlantic Aviation -West Palm Beach LLC
Master Lease Agreement(s)	Dated 10/18/2000 as amended by Palm Beach County & Atlantic Aviation-West Palm Beach LLC on file at Dept. of Airports
Facility	3800 Southern Blvd. West Palm Beach, FL 33406
User	Georgetown Management LLC
Aircraft	Type: Challenger 604 Reg. No.: N222MC Serial No.:5329
Registered Owner of Aircraft	Name: Flight Management L.L.C Address: King County Int'l Airport- Boeing Field 6801A Perimeter Rd South, Seattle, WA 98108 Phone: 1-760-831-2694
Space	Hangar & Office #A204
Purpose(s) for Use of Space	Storage of Aircraft & Office
Effective Date	4/1/2021
Initial Term	1 Year
Use Fees, Other Fees and Charges*	Space Use Fee (monthly plus sales tax) - Hangar Space: . - Office Space: Credit Card Information on File: Yes
Security Deposit	\$ (representing two months Space Use Fees)

IN WITNESS WHEREOF, the parties have executed this Use and Occupancy Agreement, which includes the Summary of Terms and Schedules attached hereto and made a part hereof (collectively, the "Agreement") as of the Effective Date, and the persons executing this Agreement on behalf of Operator and User represent and warrant that he or she has full power and authority to do so.

USER

By: *[Signature]*

Title: *Vice President*

Date: *04/02/2021*

OPERATOR

By: *[Signature]*

Title: *GM*

Date: *4/24/21*