

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: July 8, 2025**

**[X] Consent**  
**[ ] Workshop**

☐ Regular  
☐ Public Hearing

**Submitted By: Department of Airports**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Fourth Amendment (Amendment) to Fixed Based Operator Lease Agreement (R2010-1109) (Lease) at the North County General Aviation Airport and Palm Beach County Glades Airport with Signature Flight Support LLC, a Delaware limited liability company (Signature), extending the term of the Lease for up to one (1) year from September 1, 2025, to August 31, 2026, upon the same terms and conditions with the right to terminate for convenience, and updating standard provisions in the Lease.

**Summary:** Signature provides fixed based operator (FBO) services for general aviation aircraft at both the North Palm Beach County General Aviation Airport (F45) and Palm Beach County Glades Airport (PHK) pursuant to the Lease, including aircraft maintenance, hangar rentals and fuel sales. The Lease is scheduled to expire August 31, 2025. Currently, there is one (1) FBO providing services at both airports. The Department of Airports (Department) is preparing a request for proposals (RFP) for two (2) FBO opportunities at F45 and will include requirements for the development of new aviation facilities at the airports. Geotechnical, appraisal and preliminary site plan information for the property identified for development is still pending finalization. The Department recommends extending the Lease on a short-term basis to provide staff additional time to issue the RFP, ensure the updated property information and rental rates are included in the RFP, and align the RFP process with any new requirements established by the Board of County Commissioners (BCC). The Amendment will extend the Lease on the same terms and conditions for up to one (1) year with the right to terminate the Lease for convenience upon 90 days prior written notice. The Amendment also updates standard provisions of the Lease to comply with state and federal guidelines, including adding a nongovernmental entity human trafficking affidavit and updates to federal contract provisions. **Countywide (AH)**

**Background and Justification:** The Lease was awarded to Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, pursuant to Request for Proposals No. NCGL 10-5 for a Fixed Base Operator Lease Agreement. As a result of name changes and internal reorganization, Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, merged with its parent Signature Flight Support LLC, vesting Signature Flight Support LLC with all rights duties, obligations and interests in and to the Lease.

**Attachments:**

1. Fourth Amendment (3) (w/Exhibits G and H)

**Recommended By:**

**Department Director**

6/5/25  
Date

**Approved By:**

Assistant County Administrator

6/10/25  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
Operating Revenues	(114,238)	(1,256,613)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(114,238)	(1,256,613)			

# 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

Does this item include the use of state funds? Yes \_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 8240/8250 Resource various  
Reporting Category \_\_\_\_\_

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

For the year ending August 31, 2024, Signature remitted a total of \$1,618,252, including fuel farm and apron rental, fuel flowage fees and percentage rent. For the term of the extension, Signature will pay rental totaling \$93,558 plus the greater of percentage rent or minimum annual rental of \$1,277,292. Signature will also pay fuel flowage fees, which cannot be estimated at this time since the payments will be based on fuel sales.


C. Departmental Fiscal Review:



6/3/25

III. REVIEW COMMENTS

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

  
OFMB 05 6/6/25  
MD 6/6

  
Contract Dev. and Control 2 6/6/25

B. Legal Sufficiency:

  
Assistant County Attorney 6/9/25

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**FOURTH AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND SIGNATURE FLIGHT SUPPORT LLC**

**This Fourth Amendment to Fixed Based Operator Lease Agreement** (this "Amendment") is made and entered into this July 8, 2025 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and **Signature Flight Support LLC**, a Delaware limited liability company, having its office and principal place of business at 13485 Veterans Way, Suite 600, Orlando, FL 32827 ("Tenant").

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates the North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, both of which are located in Palm Beach County, Florida (the "Airports"); and

**WHEREAS**, pursuant to Request for Proposals for Fixed Base Operator Lease Agreement at the Airports, RFP No. NCGL 10-5 for the provision of fixed base operator services at both Airports, the County entered that certain Fixed Base Operator Lease Agreement dated July 20, 2010 (R2010-1109), as amended (the "Lease") with Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation; and

**WHEREAS**, on February 10, 2016, Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, changed its fictitious name to Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support; and

**WHEREAS**, as a result of an internal reorganization, Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, merged with its parent Signature Flight Support LLC, vesting Signature Flight Support LLC with all rights duties, obligations and interests in and to the Lease; and

**WHEREAS**, pursuant to Section 125.35, Florida Statutes, the Board of County Commissioners (the "Board") may negotiate the terms of a lease at the Airports under terms and conditions negotiated by the Board; and

**WHEREAS**, the Board has determined that it is in the best interest of the County to extend the Lease on a short-term basis and the parties desire to extend the Lease on a short-term basis, and 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. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. **Exhibits.** The Lease is amended to add Exhibit "G", Nongovernmental Entity Human Trafficking Affidavit, and Exhibit "H", Federal Contact Provisions, which are attached hereto and incorporated herein by reference.

3. **Extended Term; Termination for Convenience.** The Term of the Lease shall be extended from September 1, 2025, to August 31, 2026 (such period the “Extended Term”); provided, however, during such Extended Term, County, in County’s sole and absolute discretion, may terminate the Lease for convenience, without compensation whatsoever to Tenant, at any time upon not less than ninety (90) days’ written notice to Tenant in advance of such termination. The Extended Term shall be upon the same terms and conditions as set forth in the Lease, except as otherwise provided for in this Amendment.

4. **Rental During the Extended Term.** Notwithstanding any provision of the Lease to the contrary, there shall be no adjustment to the Minimum Annual Rental during the Extended Term.

5. **Security Deposit; Annual Report.** Throughout the Extended Term, and for a period of six (6) months thereafter, Tenant shall maintain a Security Deposit in the amount of Six Hundred Thirty-Eight Thousand, Nine Hundred Fifty-Three Dollars and Twenty-Nine Cents (\$638,953.29). Tenant shall provide the final Annual Report, covering the entire Extended Term, to County not later than ninety (90) days following the expiration or earlier termination of the Extended Term.

6. **Sections 25.02 and 25.03 of the Lease** are hereby deleted in its entirety and replaced with the following Section 25.02:

25.02 **Federal Contract Provisions.** Tenant shall comply with the “Federal Contract Provisions” set forth in Exhibit “H” attached hereto and incorporated herein by reference, as may be amended. County may update the Federal Contract Provisions by providing written notice thereof to Tenant, whereupon, this Lease shall be considered amended, without formal amendment thereto, to replace Exhibit “H”. Tenant shall require all contractors, subcontractors, sub-tenants and any other company doing business by, or through Tenant, at the Airport to comply with the Federal Contract Provisions and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Lease.

7. **Article 27, Miscellaneous, of the Lease is hereby amended to add the following:**

27.32 **Human Trafficking Affidavit.** Tenant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Tenant has executed Exhibit “G”, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

27.33 **Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.** Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Tenant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars (\$50,000)

or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8. **Ratification of Agreement.** Except as specifically modified herein, all of the terms and conditions of the Lease, as amended, shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Lease, the provisions of this Amendment shall control.

10. **Paragraph Headings.** The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Lease.

11. **Effective Date.** This Amendment shall become effective when signed by both the parties and approved by the Board of County Commissioners.

**{Remainder of page intentionally left blank.}**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:  
JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BY ITS BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Anne Helgard  
County Attorney

By: Sam Bube *rw*  
Director, Department of Airports

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

TENANT:  
SIGNATURE FLIGHT SUPPORT LLC

[Signature]  
Signature

By: [Signature]  
Signature

CELINA CHAN  
Print Name

TONY LEFEBVRE  
Print Name

[Signature]  
Signature

Chief Executive Officer  
Title

Theresa E. Kassim  
Print Name

(SEAL)

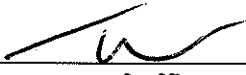
APPROVED AS TO FORM:  
ACM 5/21/25  
LEGAL DEPT.

**EXHIBIT "G"**  
**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**  
**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Signature Flight Support LLC ("Tenant") and attest that Tenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

  
(signature of officer or representative)

TONY LEFEBVRE  
(printed name of officer or representative)

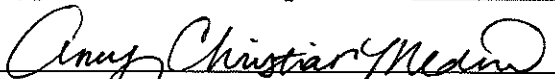
State of Florida

County of Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 28<sup>th</sup> day of May, 2025, by Tomy Lefebvre.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

  
NOTARY PUBLIC  
My Commission Expires: 4/13/2029  
State of Florida at large



(Notary Seal)

**Exhibit “H”**  
**Federal Contract Provisions**

**FEDERAL CONTRACT PROVISIONS**

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.  
During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Tenant under this Agreement until Tenant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Tenant for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant will use the Tenant Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the Tenant Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

Tenant for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).

This Agreement may be subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Tenant agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Tenant agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.