

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/15/2022
Contract/Lease Control #: L08-0307-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: PGC AVIATION SERVICES, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 10/04/2007
Expiration Date: 03/15/2023
Description of: DAP BLOCK 2/LOT 2
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7131
Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

SUBLEASE: RICK GAY

CONTRACT: L08-0307-AP
PGC AVIATION SERVICES, LLC
DAP BLOCK 2/LOT 2
EXPIRES: 03/15/2023

ACKNOWLEDGEMENT OF SUBLEASE

**Lease Agreement L08-0307-AP
PGC Aviation Services, LLC and Okaloosa County, Florida**

WHEREAS, Okaloosa County, Florida (hereinafter the "County") and PGC Aviation Services, LLC (hereinafter "Lessee"), entered into an agreement (L08-0307-AP) on February 8, 2017, which expires on March 15, 2023, to occupy ground lease for hangar space at the Destin Executive Airport (DTS), 1001 Airport Road Destin, FL 32541; and

WHEREAS, Lessee has requested to enter into a Sublease Agreement with Rick Gay and a copy of the Sublease was delivered to County; and

WHEREAS, the Lease states in part, "Operator may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining written consent of the County".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agrees to the following:

1. The above captioned recitals are true and correct.
2. County consents to PGC Aviation Service, LLC sublease with Rick Gay.
3. PGC Aviation Service, LLC and Rick Gay do hereby agree that County's consent to the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, County acknowledges and consents to the sublease as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Mel Ponder
Chairman, Board of County Commissioners



Date: February 15, 2022

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease"), dated as of November 1, 2021, is by and between PGC Aviation Services, LLC ("Sublessor") and Rick Gay ("Sublessee").

WHEREAS, Okaloosa County, Florida through its Board of County Commissioners (the "County") and Sublessor are parties to that certain Lease Agreement, L08-0307-AP, dated October 4, 2007, as assigned to Sublessor on February 8, 2017, and attached hereto as Exhibit A (the "Master Lease");

WHEREAS, pursuant to the Master Lease, Sublessor leases from the County a hanger space at the Destin Executive Airport;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Lease;

WHEREAS, Sublessor desires to lease to Sublessee and Sublessee desires to lease from Sublessor, a portion of the Hanger described as the southwest corner of the Hanger inside the Bonanza wheel tape (the "Hanger Space"), upon the terms and conditions set forth herein; and

WHEREAS, this Sublease is contingent upon obtaining the written consent of the County to this Sublease, as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **HANGER.**

(a) Sublessor hereby subleases to Sublessee, on the terms and conditions set forth in this Sublease, the Hanger Space.

(b) Sublessee has examined the Hanger Space and is satisfied with the condition of the Hanger Space. Sublessee agrees that Sublessor has not made and Sublessee is not relying on, any statements or representations made by Sublessor or the County, or their respective employees, agents, or anyone else acting on behalf of Sublessor or the County, including without limitation, any statements or representations concerning the condition of the Hanger Space or the fitness of the Hanger Space for Sublessee's intended use of the Hanger Space. Sublessee acknowledges that it takes the Hanger Space in an "AS IS, WHERE IS" condition.

2. **TERM.** This Sublease shall commence on the later of (i) the date of the receipt by the parties of the Landlord Consent, and (ii) 11/1/2021 (the "Commencement Date"), and shall continue until UNKNOWN (the "Term").

3. **RENT.** Commencing on 11/1/2021, Sublessee agrees to pay monthly base rent of \$700.00 per month plus one-half (1/2) of the monthly utility expenses of the Hanger incurred by Sublessor. All rent due under this Sublease shall be paid without notice, demand, offset, set-off,

or abatement, with payments made in advance on the first day of each calendar month during the Term, in such manner and to such address as Sublessor shall prescribe.

4. **MASTER LEASE.**

(a) Except to the extent specifically related to rights of Sublessee hereunder, this Sublease is subject to and subordinate to all of the terms and conditions of the Master Lease; and all terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessee were the tenant thereunder. Sublessee assumes and agrees to perform the Tenant's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Hanger Space. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of, or which will cause a default under, the Master Lease. If Sublessee fails or neglects to comply with this Sublease, then Sublessor or its agents may, but shall not be obligated to, take such actions as necessary to cure the breach at the cost and expense of Sublessee. In addition, Sublessor shall specifically have all of the rights and remedies of the County under the Master Lease with respect to any breach by Sublessee of any term or provision of this Sublease (including the provisions of the Master Lease incorporated herein by reference).

(b) Sublessor does not assume any obligation to perform the terms, covenants, and conditions contained in the Master Lease on the part of the County to be performed. If the County shall fail to perform any of the terms, covenants, and conditions contained in the Master Lease on its part to be performed, Sublessor shall cooperate with Sublessee as is reasonable, in seeking to obtain the performance of the County under the Master Lease, but Sublessor shall have no obligation to supply such services or incur any cost or expense in connection therewith. If the consent or approval of the County is required under the Master Lease with respect to any matter relating to the Hanger Space, Sublessee shall be required first to obtain the consent or approval of Sublessor with respect thereto and, if Sublessor grants such consent or approval, Sublessor or Sublessee may forward a request for consent or approval to the County, but Sublessor shall not be responsible for obtaining such consent or approval. Sublessor shall have no liability to Sublessee for the failure of the County to give its consent.

(c) If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, provided, however, that if the Master Lease terminates as a result of a default or breach by Sublessor or Sublessee under this Sublease or the Master Lease, then the defaulting party shall be liable to the non-defaulting party for all damages suffered as a result of such termination. Notwithstanding the foregoing, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Hanger Space or the building or project of which the Hanger Space are a part, or for any other reason as set forth in the Master Lease, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.

5. **USE OF HANGER SPACE; COMPLIANCE WITH LAWS.** Sublessee shall use the Hanger Space solely for Sublessee's Bonanza (Serial #N51PV) and as permitted by the Master Lease. In addition to any and all obligations under the Master Lease, Sublessee agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements applicable to the use and occupancy of the Hanger Space by Sublessee.

6. **ASSIGNMENT; SUBLETTING.** Sublessee may not assign or sublet all or any portion of the Hanger Space, without Sublessor's prior written consent, such consent not to be unreasonably withheld, nor without the County's prior written consent as set forth in the Master Lease, such consent at the County's discretion.

7. **INDEMNIFICATION.** Except to the extent caused by the gross negligence, willful misconduct, or fraud of Sublessor or the County, as the case may be, the Sublessee shall indemnify and save harmless Sublessor and the County from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation reasonable legal fees) which the Sublessor or the County may sustain, incur, or be put to by reason of or arising out of any act or omission of Sublessee or any persons for whom Sublessee is, at law, responsible, or from the use or occupation of the Hanger Space or the Hanger, in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Sublessee or any persons for whom the Sublessee is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this Sublease or the Master Lease to be observed and performed by the Sublessee; and such liability to indemnify and save harmless shall survive any termination of this Sublease and the expiry of the Term or any renewal hereof, anything in this Sublease or the Master Lease to the contrary notwithstanding.

8. **INSURANCE.** Sublessee agrees to comply with all of the insurance requirements and obligations of the tenant as set forth in the Master Lease and to name both Sublessor and the County as additional insureds on any required insurance policies. Sublessee shall furnish to Sublessor a certificate or certificates of insurance on or before the Commencement Date and, on request, at reasonable intervals thereafter.

9. **SURRENDER OF HANGER SPACE.** Sublessee shall keep the Hanger Space in at least the same condition it was received from Sublessor, ordinary wear and tear excepted. Sublessee shall surrender the Hanger Space in the same condition as received, ordinary wear and tear excepted.

10. **HOLDING OVER.** If Sublessee remains in possession of the Hanger Space after expiration of the Term, Sublessor may be treated by the County as being in breach of the Master Lease. Sublessor may be obligated to pay damages to the County, including consequential damages which are presently difficult or impossible to calculate. Sublessee agrees to indemnify, defend and hold harmless Sublessor from any and all actions, liabilities, damages, costs, penalties, losses or expenses that may arise out of or be in any way connected with any holding over by Sublessee following the expiration or earlier termination of the Term.

11. **NOTICES.**

All notices or demands provided for under this Sublease shall be in writing. Notices shall be effective (a) when delivered personally, or (b) three business days after mailing by certified

mail, return receipt requested, to the respective addresses set forth below, or such other addresses as the parties may from time to time advise by notice in writing:

To Sublessor: PGC Aviation Services, LLC
Attn: Jordan Harper
908 Palm Blvd S.
Niceville, FL 32878

To Sublessee: Rick Gay
297 Ketch Ct
Destin FL 32541

12. **CONSENT OF COUNTY.** Notwithstanding anything to the contrary contained herein, this Sublease is contingent upon obtaining the written consent of the County to this Sublease, in form and substance reasonably acceptable to both Sublessor and Sublessee (the "Landlord Consent"). This Sublease shall be of no force and effect until such Landlord Consent is delivered to Sublessor and Sublessee. If the County does not consent to this Sublease for any reason whatsoever within forty-five (45) days after the date hereof, then either party may elect to cancel this Sublease by giving written notice to the other party after the expiration of such forty-five (45) day period. Notwithstanding the County's consent to this Sublease, this Sublease shall in no way impact the County's rights set forth in the Master Lease nor the obligations of the Sublessor set forth in the Master Lease.

13. **ENTIRE AGREEMENT.** This Sublease, including the exhibits attached hereto and the Master Lease incorporated herein, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings, and agreements, whether oral or written, relating to the subject matter hereof. This Sublease may not be changed, amended, or otherwise modified, nor any of its provisions waived, except by written agreement, executed by both parties.

14. **SEVERABILITY.** The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, and to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Sublease (including with reference to the parts deemed invalid) will be given full effect.

15. **COUNTERPARTS.** This Sublease may be executed in separate counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

16. **GOVERNING LAW.** This Sublease shall be construed in accordance with, and governed by, the laws of the state of Florida, without regard to conflict of law principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be properly executed as of the day and year first written above.

SUBLESSOR:


PGC AVIATION SERVICES, LLC

By:  _____

Name: Jordan Harper

Title: Member

SUBLESEE:

 _____

RICK GAY

EXHIBIT A

MASTER LEASE

4859-5964-1600, v. 2

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: LO8-0307AP Tracking Number: 4491-22
Procurement/Contractor/Lessee Name: PFC Aviation Grant Funded: YES NO
Purpose: sublease to Rick Gray
Date/Term: 3-15-2023 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: Airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 1-5-2022
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal aid Grant Name: _____
Grants Coordinator Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: see email attached Date: 1-6-2022
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 1-11-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Wednesday, January 5, 2022 4:53 PM
To: DeRita Mason
Subject: RE: PGC Aviation Services for Coordination

DeRita,

This is approved by Risk.

Thank You

Kristy LoFria

Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, January 5, 2022 3:53 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: PGC Aviation Services for Coordination

Good afternoon,
Please review and approve.

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, January 11, 2022 3:30 PM
To: DeRita Mason; Kerry Parsons
Cc: Kristina LoFria
Subject: Re: PGC Aviation Services for Coordination

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, January 5, 2022 4:52 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Kristina LoFria
Subject: FW: PGC Aviation Services for Coordination

Good afternoon,
Please review and approve.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: August 10, 2021

This is to certify to: that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

Any pilot whose name appears in Part A of Item 7. – PILOTS – of the policy Declarations. Ricky Gay
297 Ketch Street
DESTIN, FL 32541

Policy No: 10285625 Policy Period: From August 10, 2021 to August 10, 2022

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage Liability Including Passengers	\$1,000,000 Each Occurrence	\$100,000 Each Passenger

<u>Aircraft Physical Damage</u>	<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
F. All Risks Basis	1987 BEECH F33A	N51PV

- LIMITED WAIVER OF RIGHTS OF RECOVERY**
The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such person or organization.
- COVERAGE EXCLUSION**
Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate addressee by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such person or organization.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

Global Aerospace, Inc. has made provision for prompt notice to the certificate addressee in the event of cancellation of the policies described herein, but except as otherwise stated in this certificate, Global Aerospace, Inc. assumes no legal responsibility for any failure to do so.

GLOBAL AEROSPACE, INC.

ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

In consideration of the payment of the premium for this policy, it is agreed that only as respects any written agreement between the **Named Insured** and the government or airport authority described in the Schedule and entered into as a prerequisite to the use of an airport by the **Named Insured**:

1. As respects any **aircraft**:
 - (a) Described in Item 4 of the Declarations,
 - (b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - (c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the **premises** in or upon which the **aircraft** is stored, the definition of **Insured** includes the government or airport authority described in the Schedule, but only with respect to its liability because of acts or omissions of the **Named Insured** and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the government or airport authority described in the Schedule by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such government or airport authority.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the government or airport authority described in the Schedule.
4. The Company waives any right to recovery it may have against the government or airport authority described in the Schedule because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such government or airport authority.
5. The insurance this policy provides to the government or airport authority described in the Schedule is primary insurance, without right of contribution from insurance purchased by such government or airport authority, only if the written agreement between the **Named Insured** and the government or airport authority contains an express requirement that this insurance operate in that manner.

SCHEDULE

Okaloosa County

1701 State Road 85 North
Eglin Air Base, FL 32542

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: August 10, 2021

Endorsement Premium: Included

Attached to and made part of Policy No.: 10285625

Issued to: Ricky Gay
Global Aerospace, Inc.

By:

