

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060090

1. ACTION REQUESTED/PURPOSE: Approve an increase to a not-to-exceed amount of \$260,000 annually under Waiver # W-050118 (approved by the Board on 12/21/04) for the purchase of helicopter fuel for Public Safety/EMS from PrivateSky Aviation Services, Inc. This request for an increase in the annual expenditure amount (originally capped at \$120,000) has become necessary due to rising fuel prices and increased usage of the helicopter. It is also requested that the term of the waiver mirror the length of the lease agreement with the vendor (Board approved on 11/4/03). The waiver is necessary due to the fact that PrivateSky requires that any and all fueling of aircraft on its property be coordinated and purchased thru PrivateSky.

2. WHAT ACTION ACCOMPLISHES: Allows for the continued purchase of helicopter fuel.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: 7

A7A

5. Meeting Date: 02-14-2006

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin. Code AC-4-1
 Other

8. Request Initiated:
 Commissioner _____
 Department _____
 Division Public Safety
 By: John Wilson, Director *JW*

9. Background: The EMS helicopter is headquartered at a hangar leased from PrivateSky Aviation at Southwest Florida International Airport. The lessor requires that all fuel stored or dispensed at their facility be purchased from them. The County receives a percentage discount off of the daily counter price for fuel. A combination of rising fuel prices and frequent usage of the helicopter have increased the annual cost for fuel over what was originally anticipated.

Funds are available: KF5260100100.505210.71

Attachments:

- (1) Division's Request for Increase
- (2) Blue Sheet No. 20041637 (Board Approved 12/21/04)
- (3) Sole Source Letter from PrivateSky Aviation
- (4) Justification for Waiver Purchase
- (5) Blue Sheet No. 20031186 (Board Approval of Lease on 11/4/03)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
1-31-06	
4-28	
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
2/2/06	
10:15 AM	

Rec. by CoAtty	
Date:	1/31/06
Time:	3:20 PM
Forwarded To:	

Franceschini, Robert D.

From: Richard O'Neal [ROneal@leegov.com]
Sent: Thursday, January 26, 2006 2:08 PM
To: Franceschini, Robert D.; Sheehan, Janet K.
Cc: Hansen, Hans C.; Wilson, John
Subject: Bid Waiver Blue sheet

Ms Sheehan,

Would you please prepare a blue sheet for a bid waiver to authorize the purchase of fuel from Private Sky? We had one approved last year, #W-050118, that was to mirror the term of our lease with Private Sky but because of the increase in fuel prices and our increased activity, we will exceed the "not to exceed" amount (\$120,000.00) of that waiver this year.

The new Not to Exceed amount should be \$260,000.00. This amount should allow for fuel price increases and increased activity for the length of our lease.

The account string is KF5260100100.505210.71.

Please let me know if you need any additional information.

Thank you,

Rick

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20041637

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Bid Waiver # W-050118 to waive the formal quoting process and authorize the purchase of helicopter fuel for Public Safety/EMS from PrivateSky Aviation Services, Inc. A bid waiver has been requested because PrivateSky requires that any and all fueling of aircraft on its property be coordinated and purchased through PrivateSky. It is also requested that the term of this waiver mirror the length of the lease agreement with this vendor which was approved by the Board on November 4, 2003; with a not to exceed amount of \$120,000 annually.

WHY ACTION IS NECESSARY: Expenditures exceeding \$50,000 require Board approval.

WHAT ACTION ACCOMPLISHES: Allows for the purchase of helicopter fuel from PrivateSky Aviation at Southwest Florida International Airport.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

A7A

3. MEETING DATE:

12-21-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT
 - C. DIVISION Public Safety
- BY: John Wilson, Director

BACKGROUND: Last year, Lee County's EMS helicopter moved to a hangar leased from PrivateSky Aviation at Southwest Florida International Airport. The lessor requires all fuel stored or dispensed at their facility to be purchased from them. Annual fuel purchases are estimated to be \$120,000. PrivateSky will offer Lee County a percentage discount off of the daily counter price for fuel.

Funds are available: KF5260100100.505210.71 (Fuel & Lubricants - Helicopter)

Please see attachments:

- (1) Sole Source Letter from PrivateSky Aviation
- (2) Justification for Waiver Purchase
- (3) Blue Sheet No. 20031186 - 11/4/03 Approval of Lease

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
12-20-04 <i>Mark B. Blythe</i>	<i>Grant Sheehan</i>			<i>Andrew Traser</i>	OA 12/17/04	OM 12/17/04	Risk 12/17/04	GC 12/17/04 <i>HS 12/01</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

AFTER
DISC.

Rec. by CoAtty

Date: 12/3/04

Time: 7:10

Forwarded To:
Admin. 12/6/04

RECEIVED BY
COUNTY ADMIN: *HS*

12/6/04

1:40 pm

COUNTY ADMIN
FORWARDED TO: *HS*

12/18/04

2/11

HS



PrivateSky® Aviation Services, Inc.
Southwest Florida International Airport
One PrivateSky Way
Fort Myers, Florida 33913-8874
239 225 6100 Phone
239 225 0182 Fax
www.privatesky.net

TOTAL EXCELLENCE™

November 24, 2004

Chris Hansen
Lee County EMS

Re: Fueling Aircraft at PrivateSky® Aviation

Dear Chris:

This letter is to notify Lee County EMS that any and all fueling of aircraft on PrivateSky® property is required to be coordinated and purchased through PrivateSky®. We understand that EMS had different arrangements while operating out of Page Field. Unfortunately, we are unable to allow that same type operation for safety purposes and requirements of Lee County Port Authority at Southwest Florida International Airport.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Royce L. Stevens, Jr.
General Manager

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

REQUISITION NUMBER _____

DATE 12/3/2004

DEPARTMENT Public Safety / EMS

BUSINESS UNIT _____

SUGGESTED VENDOR

Private Sky Aviation

**ITEM DESCRIPTION AND REASON FOR SOLE SOURCE AND/OR WAIVER:
(MAY ALSO BE ATTACHED AS A MEMO)**

Aviation Jet Fuel

Helicopter is hangared at Southwest Florida Regional
Airport. Fuel must be purchased from airport
vendor, Private Sky. Please see attached memo

TECHNICAL CHARACTERISTICS:

REASON FOR REQUESTING SOLE SOURCE:

ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS:

ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS:

ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS:

Revision Date:

TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS
BECAUSE:

NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM
REQUIREMENTS:

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

OTHER *Please see attached memo from Private Sky.*

**MUST PERFORM PRICE OR COST ANALYSIS OR ATTACH NEGOTIATED PRICE QUOTE
FROM VENDOR; LETTER FROM MANUFACTURER STATING SOLE SOURCE.**

A) PRICE ANALYSIS PERFORMED

BASED ON:

Revision Date:

B) COST ANALYSIS PERFORMED:

BASED ON:

Rich O'Leary *MAN AIRCRAFT OPERATIONS*
 SIGNATURE AND TITLE OF REQUESTER

I, *Robert D. Franceschini*, AUTHORIZED BUYER,
 CONCLUDE THE FOLLOWING:

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS RETURNED TO DEPARTMENT.

DUE TO TIME RESTRAINTS PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

COMPETITIVE/NON-COMPETITIVE BID WAIVER APPROVED.

Robert D. Franceschini 12-2-04
 BUYER

Janet K. Sheehan 12-2-04
 PURCHASING DIRECTOR

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031186

1. REQUESTED MOTION:

ACTION REQUESTED: Approve lease with PrivateSky Aviation Services for 4,000 sq.ft. of hangar space and 750 sq.ft. of office space at their facility located at Southwest Florida Regional Airport to be utilized by Lee County Emergency Medical Services. Lease will be for 5 years. Lease cost will be \$15.94 per sq. ft. or \$75,744 annually for the first two years with an increase of 7% each for years 3, 4 and 5. There will be no CAM cost but there will be a fee of 8% of the monthly rent cost for the Southwest Florida International Airport (RSW) runway fee. Lease can be terminated by giving 6 months advance written notice to the Lessor. Also approve a one time cost of \$37,000 for renovations in the office area of the facility so that it will accommodate EMS personnel.

WHY ACTION IS NECESSARY: Board must approve all lease agreements

WHAT ACTION ACCOMPLISHES: Provides Lee County EMS with hangar space for both helicopters in a centrally located area of the County. Also provides office/living area for personnel who work out of that station.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5**

C7A

3. MEETING DATE:

11-04-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE AC4-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Safety
- C. DIVISION EMS
- BY: John Wilson, Director *[Signature]*
- For

7. BACKGROUND:

Lee County Emergency Medical Services will be receiving a new helicopter sometime after the first of the year. EMS needs a place to house both helicopters and personnel who would respond with the aircraft until permanent space can be located. EMS requested assistance from Facilities Management to find housing for both. This was located at SWFRA in PrivateSky's facility and a lease negotiated. The current office space will have to be renovated to be able to accommodate the EMS personnel. Lessor has agreed to do those renovations at a cost of \$37,000 that will required to be reimbursed to them as soon as the renovations are completed.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:

KF5260100100.504410,71

Independent Divisions/Public Safety/Emergency Response/General Fund/Land & Building Rental

ATTACHMENT: 2 original lease agreements

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>10/23/03</i>				G County Manager
					OA	OM	Risk	GC	
<i>10-2-03 M... [Signature]</i>	<i>C... [Signature]</i>			<i>W... [Signature]</i>	<i>10/8/03</i>	<i>10/22/03</i>	<i>11/22/03</i>	<i>11/19/03</i>	<i>HB 10/23/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Cotlty

Date: *10/8/03*

Time: *1:45*

10/10

Forwarded To:
Budget

10/23 3:20

RECEIVED BY
COUNTY ADMIN: *PM*

10/8

3:40 PM SCL

COUNTY ADMIN
FORWARDED TO:

Budget

10/23 3:40pm

RCVD 10/21 4:30 PM PR 10/23 1:00

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FT. MYERS, FL 33902-0398

THIS LEASE AGREEMENT, entered into this 4th, day of November, 2003, between PrivateSky Aviation Services, hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, hereinafter called the Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

Private Aviation Services, Inc. Hangar/Office Annex
One PrivateSky Way
Ft. Myers, Florida 33913

which shall constitute an aggregate area of 750 square feet of net rentable office space and 4,000 square feet of hangar space measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate of \$15.94 per square foot per year, plus any Florida sales tax, if applicable, or proof of sales tax exemption if not applicable. Lee County has supplied lessor with proof of its sales tax exemption.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of November, 2003 to and including the 31st day of October, 2008.

II. RENT

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of six thousand, three hundred and twelve dollars and no cents (\$6,312.00) per month for the first two years of the rental period described in Article I of this lease. Beginning the third year of the lease term, the base rent cost will increase by 7% (see Miscellaneous Provisions). In addition to the base rent cost, a fee for the Southwest Florida International Airport (RSW) concession (runway) will be charged at a rate of 8% of the current monthly rent cost and due with each monthly rent payment. The rent and concession fee shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, for the term of the Lease. The rent for any fractional part of the first month shall be prorated. The rentals shall be paid to the Lessor at: OnePrivate Sky Way, Ft. Myers, Florida 33913.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment in the office area only, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

IV. LIGHT FIXTURES

The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

V. MAINTENANCE AND REPAIRS

The Lessor shall provide for interior maintenance and repairs, and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the demised premises in as good a state of repair it is at the time of the commencement of this lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, or agents.

The Lessee can utilize the current air compressor system. The Lessee exercises its right not to use such air compressor system. Lessee will not be responsible for the operation and/or replacement of the air compressor system should system become inoperable or need replacement. All costs associated with this system are to be borne by the Lessor.

VI. UTILITIES

Unless otherwise indicated, the Lessor will bear the full cost of water service used by the Lessee. Lessee will be responsible for one-fourth of the building utilities that will be due upon receipt of invoice, and shall also bear their proportionate share of the cost of garbage pick-up. Lessee will be responsible to establish telephone service, any communication satellite, and any other services to the space occupied at its own expense, provided approval is granted by Lessor.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor believes that the demised premises, as currently exists, now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of

Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall have the right to make reasonable alterations in and to the demised premises, at Lessee expense, from approved plans and specifications, during the term of this lease upon first having obtained the written consent from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

IX. FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to demised premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee, except for the obligation identified in Section XXV of this lease for facility modification, prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

2. The Lessor believes the fire protection during the term of this lease is in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all existing fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter. If the Lessee's operation should require additional fire protection, the Lessee shall pay the cost involved.

3. The Lessor believes, to the best of its knowledge, no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

X. SUITABILITY FOR USE

The Lessor believes that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor believes that the stated premises are in compliance with all statutes and laws, either federal,

state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that result in a material interference with the peaceful entry or occupation of the demised premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XII. SUBLETTING AND ASSIGNMENT

The Lessee does not have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

XIII. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV. RIGHT OF LESSOR TO INSPECT

The Lessor, at reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this lease.

XV. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

Intentionally omitted.

XVII. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes and fire insurance premiums on the demised premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the demised premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessee shall be liable for any damage, plus all clean up cost, to Lessor's property including fuel spills or leaks on or damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including, but not limited to, carrying on unauthorized activities in the hangar or the storage of flammables, hazardous or polluting materials in the hangar, including leaks from the aircraft in the hangar.

3. Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the hangar, except for such specific damage as may be caused by movement of the aircraft by Lessor's employees, except that if Lessee participates any way in such movement or give instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft.

4. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

5. The Lessee will furnish an appropriate certificate of insurance naming PrivateSky Aviation Services as Certificate Holder and Additional Insured. Insurance shall be proof of Aircraft legal liability in the amount of at least One Million Dollars, combined single limit, Hull physical damage up to 100% of the value for the aircraft named in this lease, and workman's compensation coverage.

The Lessor shall provide Lessee with certificate of insurance showing proof of Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

XVIII. AVAILABILITY OF FUNDS

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the

Board of County Commissioners and/or the availability of funds through contract or grant programs.

XIX. USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX. RENEWAL

The Lessee will not be granted the option to renew this Lease.

XXI. RIGHT TO TERMINATE

The Lessee shall have the right to terminate this lease upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessee will be responsible to pay the current lease cost through the six (6) months termination period.

XXII. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at One Private Sky Way, Ft. Myers, Florida 33913 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Ft. Myers, Florida 33902-0398. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

XXIII. CONTACTS

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Royce Stevens.

XXIV. DEFINITION OF TERMS

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXV. MISCELLANEOUS PROVISIONS

The Lessor is responsible for the constructions and design (as approved by EMS) of modifications and renovations to the leased property as described in the attached Exhibit "A" dated 7/9/03. The anticipated costs of the modifications are thirty-seven thousand dollars (\$37,000). The Lessee shall reimburse the Lessor for the modification, in full, upon completion and prior to occupying said space. The project shall commence no later than November 1, 2003. The first rental payment will be due at the onset of construction and renovation.

Lease costs after the first 2 years will be as follows: Beginning Year three - \$81,046.08 annual, \$6,753.84 monthly; Year four - \$86,719.32 annual, \$7,226.61 monthly; Year five - \$92,789.67 annual, \$7,732.47 monthly.

XXVI. WRITTEN AGREEMENT

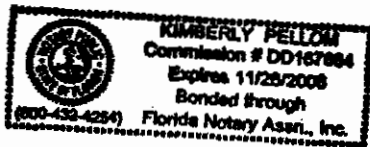
This lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

Royce L. [Signature]
LESSOR

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of October 2003 by Kayekh Stevens, JR, who is personally known to me or who has produced _____ as identification and did/did not take an oath.



Kimberly Pellom
Notary
Kimberly Pellom
Printed Name of Notary
11/26/2006
Commission Expires

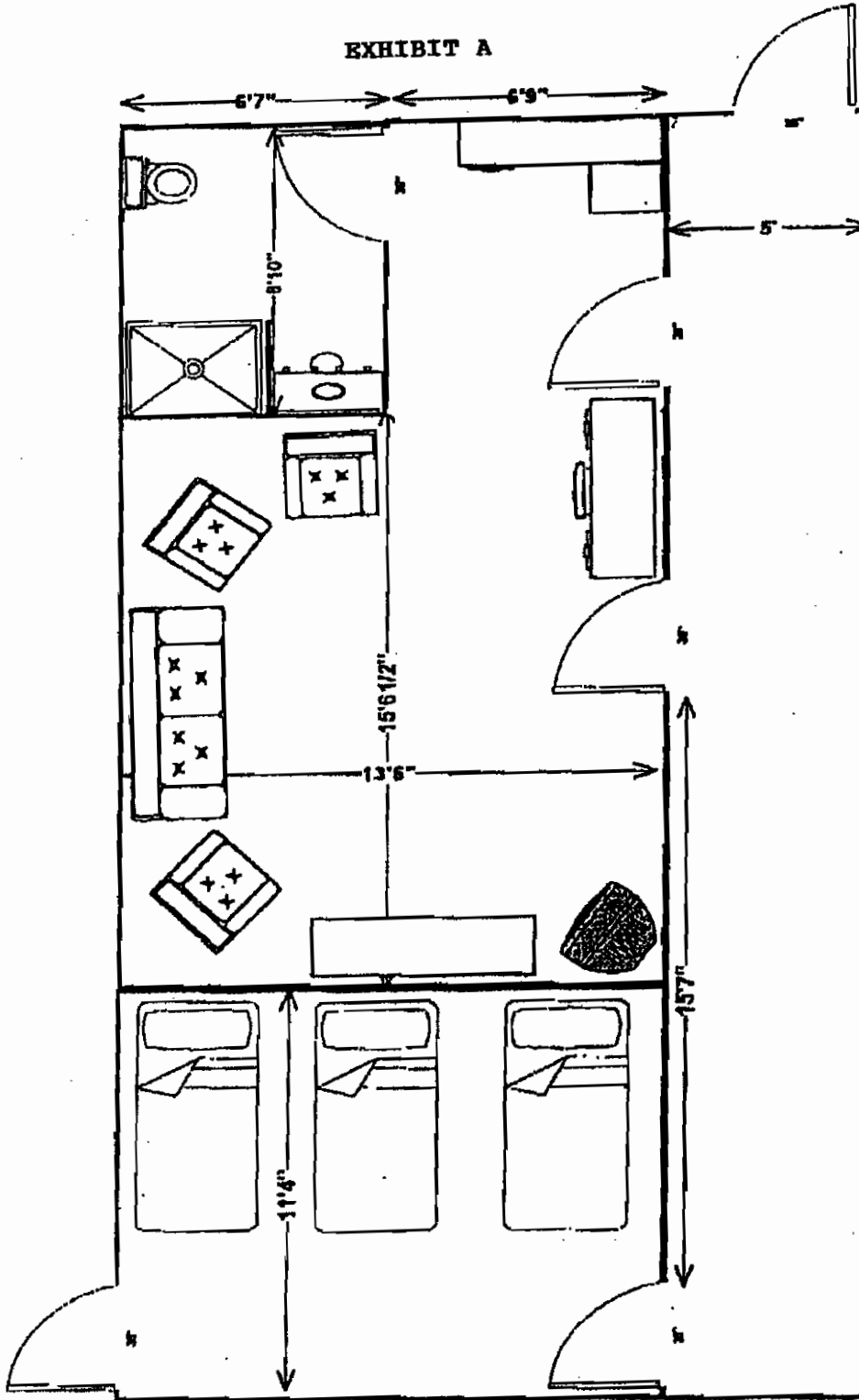
ATTEST:

CHARLIE GREEN, CLERK
[Signature]
BY: DEPUTY CLERK
[Seal]

[Signature]
CHAIRMAN, LEE COUNTY BOARD OF
COUNTY COMMISSIONERS
[Signature]
APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

(PrivateSky lease)

EXHIBIT A



WALLS: STRUCTURE ONLY. NO FURNISHINGS

A handwritten signature or set of initials, possibly "R/S", written in black ink.

AIG AVIATION

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: LEE COUNTY PORT AUTHORITY
BOARD OF COMMISSIONERS
16000 CHAMBERLIN PARKWAY, SUITE 8671, FT. MYERS, FL 33913-8889

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
PRIVATE SKY AVIATION SERVICES, INC.
SW FLORIDA INTERNATIONAL AIRPORT (RSW)
ONE PRIVATE SKY WAY, FORT MYERS, FL 33913

AIRPORT LIABILITY POLICY NO. AP 3399420-01
 POLICY PERIOD: From APRIL 1, 2003 to APRIL 1, 2004
 INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

<u>Commercial General Liability Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit (other than Products/Completed Operations)	\$ <u>NOT APPLICABLE</u>
Products/Completed Operations Aggregate Limit	\$ <u>10,000,000.</u>
Personal and Advertising Injury Aggregate Limit	\$ <u>10,000,000.</u>
Each Occurrence Limit	\$ <u>10,000,000.</u>
Fire Damage Limit (any one fire)	\$ <u>100,000.</u>
Medical Expense Limit (any one person)	\$ <u>5,000.</u>
Hangarkeeper's Liability Coverage	
Each Aircraft Limit	\$ <u>10,000,000.</u>
Each Loss Limit	\$ <u>10,000,000.</u>
Deductible (each aircraft)	\$ <u>25,000.</u>

OTHER COVERAGES/CONDITIONS/REMARKS

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 413888-9

Date of Issue MARCH 31, 2003 CMV

By 
 (Authorized Representative)