

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.31
(ID # 14226)**

MEETING DATE:

Tuesday, January 12, 2021

FROM: TLMA - AVIATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Consent to Bill of Sale and Assignment of Sublease between Alyeska Aviation, LLC, a Washington Limited Liability Company, and Global Aviation Partners, a California Corporation at the Jacqueline Cochran Regional Airport, District 4. [\$0] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15601(b)(3), "Common Sense" exemption;
2. Approve the attached Consent to Assignment of Sublease, relating to that certain Sublease, dated February 13, 2006 between Signature Flight Support Corporation, a Delaware Corporation, and Alyeska Aviation LLC, a Washington Limited Liability Company;
3. Approve the attached Consent to Bill of Sale for Hangar C-24, located within Jacqueline Cochran Airport, Thermal, California, as more specifically set forth in the attached Bill of Sale between Alyeska Aviation LLC, a Washington Limited Liability Company, ("Seller") and Global Aviation Partners, a California Corporation ("Buyer");

Continued on Page 2

ACTION: Policy


Charissa Leach, Interim TLMA Director 12/22/2020

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 12, 2021
xc: Aviation Recorder

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Chairman of the Board of Supervisors to sign the attached Consent to Assignment of Sublease and Consent to Bill of Sale on behalf of the County;
5. Authorize the Assistant County Executive Officer/TLMA, or designee, to execute any additional documents necessary to complete the consent to assignment of sublease and consent to the bill of sale, subject to approval as to form by County Counsel; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within (5) working days of approval by the Board of Supervisors.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, Transportation and Land Management Agency/Aviation (“County”) has received a request to consent to an Assignment of Sublease (“Assignment”) between Alyeska Aviation LLC, a Washington Limited Liability Company, (“Assignor”) and Global Aviation Partners, a California Corporation (“Assignee”) and also to consent to the bill of sale for Hangar C-24 (“Premises”) located at Jacqueline Cochran Regional Airport in Thermal, CA on the assigned subleased premises.

Pursuant to the Assignment, the Assignor transferred and assigned to Assignee all of Assignor’s rights, title, interest and obligations (“Rights and Obligations”) under that certain Sublease, dated February 13, 2006, (“Sublease”) between Signature Flight Support Corporation, a Delaware Corporation (“Sublessor”) and Alyeska Aviation LLC, a Washington Limited Liability Company (“Sublessee”). The Sublease pertains to that certain Hangar C-24 located at Jacqueline Cochran Regional Airport, Thermal, California.

The Sublease is subject to that certain First Amended Lease (Jacqueline Cochran Regional Airport) (“Lease”) by and between the County (as Lessor) and Signature Flight Support Corporation, a Delaware Corporation (as Lessee), dated November 2, 2010, relating to the lease of approximately 14.87 acres of vacant land, located at the Jacqueline Cochran Regional Airport, as more fully described in Exhibit “A” to the Lease. Pursuant to Section 27 of the Lease, the assignment of sublessee’s interest under the Sublease requires approval of the County. The Sublease is subject to that certain County of Riverside Consent to Bill of Sale, Assignment and

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Assumption, date November 19, 2019, between Signature Flight Support Corporation, a Delaware Corporation and TRM, CA Holdings, LLC, a Delaware Limited Liability Company, "Ross Aviation".

In connection with the Sublease, Assignor entered into that certain Bill of Sale, dated September 10, 2020, the effectiveness of which is subject to the consent and approval by the County. Assignor also entered into that certain Assignment with Assignee, dated September 10, 2020, the effectiveness of which is also subject to consent and approval by the County. The assignment of Sublease and sale of the hangar will not impact or modify the terms of the Lease or Sublease, including the existing use of Premises. The Bill of Sale and Assignment are attached to the consent documents.

Pursuant to the California Environmental Quality Act ("CEQA"), the Consent to Assignment of Sublease and Consent to Bill of Sale were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption, and State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. The proposed project, the Consent to Assignment of Sublease and the Consent to Bill of Sale, is related to the subletting of property involving existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment since it is merely a continuation of existing use.

Staff recommends approval of the proposed Consent to Assignment of Sublease and proposed Consent to Bill of Sale, each attached. Each consent has been approved as to form by County Counsel.

Impact on Residents and Businesses

The Consent to Assignment of Sublease and Consent to Bill of Sale will assist in the County's effort to increase airport operations which in turn provides increased patron activities for local businesses.

Additional Fiscal Information

There is no net county cost and not budget adjustment required.

ATTACHMENTS:

Attachment A – Consent to Assignment of Sublease and Bill of Sale

Attachment B – Notice of Exemption



Jason Farin, Principal Management Analyst

1/5/2021



Gregory L. Priamos, Director County Counsel

12/29/2020

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

NOTICE OF EXEMPTION 1-14-21
Date

YAP
Initial

November 17, 2020

Project Name: County of Riverside, Consent to Assignment of Sublease and Bill of Sale between Alyeska Aviation LLC, a Washington Limited Liability Company, and Global Aviation Partners, a California Corporation at the Jacqueline Cochran Regional Airport, Thermal

Project Number: ED1910012

Project Location: Hangar C-24, 56850 Higgins Drive, south of Airport Boulevard, Assessor's Parcel Number (APN) 759-060-017, Thermal, Riverside County, California, 92274

Description of Project: The County of Riverside (County) received a request to consent to Assignment of Sublease between Alyeska Aviation LLC, a Washington Limited Liability Company, (Assignor) and Global Aviation Partners, a California Corporation (Assignee) and also to consent to the Bill of Sale for Hangar C-24 located at Jacqueline Cochran Regional Airport in Thermal, California on the assigned subleased premises.

The Sublease is subject to that certain First Amended Lease (Jacqueline Cochran Regional Airport) (Lease) by and between the County (as Lessor) and Signature Flight Support Corporation, a Delaware Corporation (as Lessee), dated November 2, 2010, relating to the lease of approximately 14.87 acres of vacant land, located at the Jacqueline Cochran Regional Airport Pursuant to Section 27 of the Lease, the assignment of sublessee's interest under the Sublease requires approval of the County. The Sublease is subject to that certain County of Riverside Consent to Bill of Sale, Assignment and Assumption, date November 19, 2019, between Signature Flight Support Corporation, a Delaware Corporation and TRM, CA Holdings, LLC, a Delaware Limited Liability Company, (Ross Aviation).

In connection with the Sublease, Assignor entered into that certain Bill of Sale, dated September 10, 2020, the effectiveness of which is subject to the consent and approval by the County. Assignor also entered into that certain Assignment with Assignee, dated September 10, 2020, the effectiveness of which is also subject to consent and approval by the County. The assignment of Sublease and sale of the hangar will not impact or modify the terms of the Lease or Sublease, including the existing use of Premises. The consent of the Assignment of Sublease and Bill of Sale is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to administrative and operation related provisions within the Lease Agreement which would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. and no significant environmental impacts are anticipated to occur.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is the consent to the Assignment of a Sublease and Bill of Sale. The consent by the County is a contractual requirement of the original Lease Agreement and no physical changes would result from the assignment. The consent to Assignment of Sublease and Bill of Sale would result in the continued use of existing infrastructure. The approval of these agreements will have the same purpose and substantially similar capacity, would be within the existing hangar footprint, would be consistent with the existing land use, and would not result in an increase in capacity. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The consent by the County of the Assignment and Bill of Sale for the Sublease is an administrative function and would result in the continued operation of the airport on the leased premises. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ Date: 11-17-2020 _____
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: November 17, 2020
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # ED1910012**
Consent to Assignment of Sublease and Bill of Sale for Hangar C-24 at Cochran
Regional Airport

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

Attachment A
Consent to Assignment of Sublease
And
Consent to Bill of Sale

CONSENT TO ASSIGNMENT OF SUBLEASE
(Alyeska Aviation LLC and Global Aviation Partners, dated September 10, 2020
Hangar # C-24 at Jacqueline Cochran Regional Airport)

The County of Riverside, a political subdivision of the State of California, ("County") hereby consents to the assignment of Alyeska Aviation LLC, a Washington Limited Liability Company, ("Assignor") of all its right, title, interest, and obligations under the Sublease (defined below) to Global Aviation Partners, a California Corporation ("Assignee"), as set forth in that certain Assignment, dated September 10, 2020, attached hereto as Attachment "A" ("Assignment"). Pursuant to the Assignment, the Assignor transferred and assigned to Assignee all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Sublease, dated February 13, 2006, ("Sublease") between Signature Flight Support Corporation, a Delaware Corporation, and Alyeska Aviation LLC, a Washington Limited Liability Company ("Sublessee"). The Sublease pertains to that certain Hangar C-24 located at Jacqueline Cochran Regional Airport, Thermal, California.

The Sublease is subject to that certain County of Riverside Consent to Bill of Sale, Assignment and Assumption, date November 19, 2019, between Signature Flight Support Corporation, a Delaware Corporation and TRM, CA Holdings, LLC, a Delaware Limited Liability Company, "Ross Aviation".

In reliance upon the assumption by Assignee of all Rights and Obligations under the Sublease as set forth in the attached Assignment, the County does hereby approve and consent to the assignment of the Rights and Obligations under the Sublease by Assignor to Assignee and Assignee's assumption thereof. Approval and consent hereof by the County shall not be construed to relieve or release (i) Assignor from its duty to comply with any obligations under the Sublease, and (ii) Assignee from its duty to comply with any obligations under the Lease.

[SIGNATURES ON FOLLOWING PAGE]

Date: January 12, 2021

COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: Karen S. Spiegel
KAREN SPIEGEL, Chair
Board of Supervisors

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

CONSENT TO BILL OF SALE

The County of Riverside, a political subdivision of the State of California, ("County") hereby consents to the Bill of Sale ("Bill of Sale"), dated September 10, 2020, between Alyeska Aviation, LLC, a Washington Limited Liability Company ("Seller") and Global Aviation Partners, a California Corporation ("Buyer"), relating to Hangar C-24, located at Jacqueline Cochran Regional Airport, Thermal, California ("Hangar"). The Bill of Sale is attached hereto as Exhibit "A".

By consenting to the Bill of Sale, the County neither undertakes nor assumes nor will have any responsibility or duty to Buyer or to any third party to review, inspect, supervise, pass judgment upon or inform Buyer or any third party of any matter in connection with the Hangar, whether regarding the quality, adequacy or suitability of the Hangar for Buyer's proposed use or otherwise. Buyer and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the Hangar for Buyer's intended use.

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Bill of Sale as of the date set forth below.

Date: January 12, 2021

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Karen S. Spiegel
KAREN SPIEGEL, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Wendy Kasso
Deputy

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

[Global Aviation Partners Acknowledgement on Following Page]



Global Aviation Partners, a California Corporation hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Bill of Sale.

By: Tobbi Goulet
Tobbi Goulet
CEO, Global Aviation Partners

Dated: 12/21/2020



Bill of Sale and Assignment

(behind this page)

BILL OF SALE

This **BILL OF SALE** is given in connection with that Bill of Sale, Assignment and Assumption dated September 10, 2020 ("**Agreement**"), in which Global Aviation Partners, a California Corporation, is referred to as ("**Buyer**") and Alyeska Aviation, LLC, a Washington Limited Liability Company, is referred to as ("**Seller**"), regarding that property situated in Riverside County of California described as follows: Hangar C-24 at the Jacqueline Cochrane Regional Airport, Thermal, CA 92274.

1. **TRANSFER:** For valuable consideration, receipt and sufficiency of which is hereby acknowledged, or for \$5,000.00, Seller does hereby sell, convey and transfer to Buyer, all of Seller's right, title and interest in and to all personal property, which Seller uses in connection with the Property or Business sold ("**PERSONAL PROPERTY**").
2. **INVENTORY OF PERSONAL PROPERTY:** Hangar C-24 and Sublease dated February 13, 2006 by and between Seller as Sublessee, and Signature Flight Support Corporation, a Delaware Corporation, as Sublessor (the "Ground Sublease"), which is subject to the terms and conditions of that certain Master Lease by and between the County of Riverside ("the County" as Lessor) and Signature Flight Support Corporation ("Signature" as Sublessor)
3. **LOCATION OF PERSONAL PROPERTY:** Hangar C-24
4. **LIMITED WARRANTY:**
 - A. **OWNERSHIP (TITLE) REPRESENTATIONS:**
 - (1) Seller makes the following representation and warranties as of the "Effective Date" hereof:
 - (i) Seller has not previously sold, assigned or transferred to any person or entity and right, title or interest in whole or in part, in and to the Personal Property.
 - (ii) Seller has not previously pledged or encumbered, and will not attempt to pledge or encumber, any right, title or interest, in whole or in part, in and to the Personal Property.
 - (iii) Seller owns good and marketable title of all of the right, title and interest in and to the Personal Property, free and clear of any and all security interests, liens, encumbrances, pledges, charges, commitments, obligations, liabilities, leases and any other burdens of any nature whatsoever.
 - B. **OPERATIONAL REPRESENTATIONS:**
 - (1) Seller is transferring the personal property "as is" and "with all faults" and without any express or implied warranty of merchantability or warranty of fitness for any particular purpose, all such representations and warranties being hereby expressly disclaimed. All risk as to the quality and performance of the goods is with the buyer, and the buyer assumes the entire cost of any and all necessary servicing and repair.



C. **DISCLOSURES:** With respect to the Personal Property, Seller discloses the following:
Hangar C-24 is currently occupied by WeFly LLC, with a verbal month to month rental agreement.

D. **SURVIVAL:**
The above representations and warranties, if any, shall survive for a period of six (6) months after the Effective Date hereof.

5. **EFFECTIVE DATE:**
The Effective Date of this Bill of Sale shall be the date on which the Seller received the sales proceeds.

SELLER:


Alyeska Aviation, LLC

a Washington Limited Liability Company

By:  (Signature)

Name: Jeff Hendricks (Name)

Its: Member (Title)

By:  (Signature)

Name: Linda Hendricks (Name)

Its: Member (Title)

BUYER:

Global Aviation Partners

a California Corporation

By:  (Signature)

Name: TOBBI GOULET (Name)

Its: CEO (Title)