

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit various Object 4460
 Reporting Category _____

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

Permitee will be required to remit \$.05 per gallon dispensed, payable to the County. The Department estimates minimal revenues will be received under the Non-Commercial Self-Service Fueling Permit.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature] 9-13-06
 OFMB CN
 9/11/06
 9-12-06
 09/11/06

[Signature] 9/14/06
 Contract Dev. and Control
 Jones 9/14/06

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. R-2006-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING THE PALM BEACH COUNTY AIRPORT RULES AND REGULATIONS, APPENDIX B, PALM BEACH COUNTY CODE (RESOLUTION NO. R-98-220, AS AMENDED BY RESOLUTION NOS. R-2003-0160 AND R-2004-0890); PROVIDING FOR DEFINITIONS; PROVIDING FOR SELF-SERVICE FUELING REGULATIONS; PROVIDING FOR PROMULGATION; PROVIDING FOR CAPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County, through its Department of Airports, owns and operates Palm Beach International Airport, Palm Beach County Park Airport, Palm Beach County Glades Airport, and the North County General Aviation Airport; and

WHEREAS, Section 332.08(2)(b), Florida Statutes, provides that where a county operates one or more airports, its regulation for the government thereof shall be by resolution of the Board of County Commissioners, shall be recorded in the Minutes of the Board and promulgated by posting a copy at the courthouse and at each such airport for four (4) consecutive weeks or by publication once a week in a newspaper published in the county for the same time period; and

WHEREAS, the Board of County Commissioners of Palm Beach County adopted the Palm Beach County Airport Rules and Regulations pursuant to Resolution 98-220, as amended by Resolution Nos. 2003-0890 and 2004-0890 (the "Palm Beach County Airport Rules and Regulations"); and

WHEREAS, the Board of County Commissioners of Palm Beach County desires to amend the Palm Beach County Airport Rules and Regulations to provide regulations for self-service fueling activities on the County's airports.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Definitions.

Appendix B, Article I, Section 1-1 of the Palm Beach County Code is hereby amended to include the following definition:

- (ccc) "Self-Service Fueling" means the fueling of an aircraft by the owner of the aircraft or the owner's employee. For purposes of this definition, an owner is a person who holds legal title to an aircraft or a person who leases an aircraft and exercises exclusive control over the aircraft.

Section 2. Self-Service Fueling Regulations.

Appendix B, Article III, Section 3-20 of the Palm Beach County Code is hereby created to read:

3-20. Self-Service Fueling.

- (a) No person shall engage in any fueling operations on any Airport without a valid permit issued by the Department or agreement with the County authorizing such activity.
- (b) Self-service fueling operations shall only be conducted on an Airport in locations designated by the Department for self-service fueling.
- (c) Non-commercial Self-Service Fueling permittees shall not: (i) sell fuel to any other person on any Airport; or (ii) dispense fuel to any aircraft that is not owned by the permittee or leased to and under the exclusive control of the permittee.
- (d) In addition to any other remedies available at law, the Director may suspend or revoke any permit issued pursuant to this Section for failure to comply with the requirements of this Section or any conditions of the permit. Failure to comply with the terms and conditions of any permit issued pursuant to this Section shall be considered a violation of these Rules and Regulations.

Section 3. Promulgation of Rules and Regulations.

In accordance with the requirements of Section 332.08(2)(b), Florida Statutes, the Board of County Commissioners hereby directs: (i) the Clerk of the Board to record a copy of this Resolution in the Minutes of the Board; and (ii) the Department of Airports to post a copy of this Resolution at the Palm Beach County Courthouse and every County-operated airport for four (4) consecutive weeks commencing on the date of adoption of this Resolution. An affidavit, in form attached hereto as Exhibit "A", shall be filed with the Board of County Commissioners upon satisfaction of the aforementioned posting requirements.

Section 4. Captions.

The captions, section headings, and section designations used in this Resolution are for convenience only and shall have no effect on the interpretation of the provisions of this Resolution.

Section 5. Severability.

If any section, paragraph, sentence clause or word of this Resolution is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution.

Section 6. Inclusion in the Code of Laws and Ordinances.

The provisions of this Resolution shall become and be made a part of the Code of Laws and Ordinances of Palm Beach County, Florida. The sections of the Resolution may be renumbered or relettered to accomplish such, and the word "resolution" may be changed to "section", "article", or other appropriate word.

Section 7. Effective Date.

This Resolution shall be effective immediately upon compliance with the requirements of Section 3 of this Resolution.

The foregoing Resolution was offered by Commissioner, who moved its adoption. The motion was seconded by Commissioner, and upon being put to a vote, the vote was as follows:

COMMISSIONER TONY MASILOTTI, CHAIRMAN	-
COMMISSIONER ADDIE L. GREENE, VICE CHAIRPERSON	-
COMMISSIONER BURT AARONSON	-
COMMISSIONER JEFF KOONS	-
COMMISSIONER KAREN T. MARCUS	-
COMMISSIONER MARY MCCARTY	-
COMMISSIONER WARREN H. NEWELL	-

Then the Chair thereupon declared this Resolution duly passed and adopted this ____ day of _____, 20__.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Laura Beke
County Attorney

Effective Date: _____, 2006

EXHIBIT "A"
FORM OF AFFIDAVIT

AFFIDAVIT OF POSTING

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, _____, being duly sworn, certify that the following statements are true:

1. That I am the _____ of the Palm Beach County Department of Airports.

2. That as the _____ of the Palm Beach Department of Airports, I posted a copy of Resolution 2006-_____ of the Palm Beach County Board of County Commissioners, which is attached hereto and incorporated herein as Exhibit "A", at the Palm Beach County Courthouse and every airport operated by Palm Beach County for four (4) consecutive weeks beginning on _____, 200_, in accordance with Resolution 2006-_____ and Section 332.08(2)(b), Florida Statutes.

3. Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

DATED this _____ day of _____, 20__.

AFFIANT

Sworn to and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

RESOLUTION NO. R-2006-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; APPROVING A STANDARD FORM NON-COMMERCIAL SELF-SERVICE FUELING PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE STANDARD FORM NON-COMMERCIAL SELF-SERVICE FUELING PERMIT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, by and through its Department of Airports, owns and operates the North County General Aviation Airport, Palm Beach County Glades Airport, and Palm Beach County Park Airport; and

WHEREAS, the delegation to the County Administrator or his designee of the authority to execute the standard form Permits will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute a standard form Non-Commercial Self Service Fueling Permit on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Board of County Commissioners hereby: (i) approves the standard form Non-Commercial Self-Service Fueling Permit, attached hereto and incorporated herein as Attachment "A" (the "Permit"); and (ii) authorizes the County Administrator or his designee to execute, on behalf of the Board of County Commissioners, the Permit.
3. It is the intention of the Board of County Commissioners that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any deviation from the approved standard terms and conditions of the Permit, which would constitute discretion of the County Administrator or his designee relative thereto, then the approval of the Board of County Commissioners shall be required. The County Administrator's designee hereunder shall include the Director of the Department of Airports.
4. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

5. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner, who moved its adoption. The motion was seconded by Commissioner, and upon being put to a vote, the vote was as follows:

COMMISSIONER TONY MASILOTTI, CHAIRMAN -
COMMISSIONER ADDIE L. GREENE, VICE CHAIRPERSON -
COMMISSIONER BURT AARONSON -
COMMISSIONER JEFF KOONS -
COMMISSIONER KAREN T. MARCUS -
COMMISSIONER MARY MCCARTY -
COMMISSIONER WARREN H. NEWELL -

Then the Chair thereupon declared the resolution duly passed and adopted this ____ day of _____, 2006.

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller, Palm Beach County

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *Anna Bebe*
County Attorney

ATTACHMENT "A"
NON-COMMERCIAL SELF FUELING PERMIT

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

GENERAL AVIATION AIRPORT
NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

[complete legal name of company], a [corp., part., sole prop.] organized under the laws of the State of [address, city, state] having its office and principal place of business at (the "PERMITTEE") is

issued this Non-Commercial Self-Service Fueling Permit (this "Permit") by the Palm Beach County Department of Airports (the "DEPARTMENT"), an administrative department of Palm Beach County, Florida, a political subdivision of the State of Florida (the "COUNTY").

This Permit is issued for the following airport (the "Airport"):

- North Palm Beach County General Aviation Airport
Palm Beach County Glades Airport
Palm Beach County Park Airport

1. Term. The term of this Permit shall be for a period of one (1) year commencing on the ___ day of ___, 20__ (the "Commencement Date") and terminating on the ___ day of ___, 20__. This Permit shall be automatically renewed at one year intervals thereafter upon the expiration of the then current term; provided that PERMITTEE has paid all Permit fees, this Permit has not been terminated by either party, PERMITTEE has not been provided a notice of non-renewal, and PERMITTEE is not in violation of any Permit terms and conditions. This Permit shall not be effective until signed by the Director of DEPARTMENT, on behalf of COUNTY, and by PERMITTEE (the "Effective Date").

2. Self-Service Fueling of Aircraft. Subject to the terms, conditions and limitations of this Permit, DEPARTMENT hereby grants PERMITTEE the non-exclusive right to fuel aircraft, which are owned by PERMITTEE or leased to and under the exclusive control of PERMITTEE ("Self-Service Fuel" or "Self-Service Fueling") within those locations on the Airport designated for Self-Service Fueling by DEPARTMENT. PERMITTEE hereby warrants and represents to COUNTY that the aircraft identified below are either owned by or leased to and under the exclusive control of PERMITTEE. Prior to the Effective Date of this Permit, PERMITTEE shall submit evidence of ownership and/or lease of the aircraft identified below (the "Aircraft").

Table with 4 columns: Aircraft #1, Aircraft #2, Aircraft #3, Aircraft #4. Rows include Aircraft Registration Number, Aircraft Make, and Aircraft Model.

Self-Service Fueling of Aircraft shall only be performed in the specific areas designated by DEPARTMENT for Self-Service Fueling. PERMITTEE acknowledges and agrees that PERMITTEE received a depiction of the Airport specifically identifying the designated locations for Self-Service Fueling prior to executing this Permit. DEPARTMENT may relocate the areas designated for Self-Service Fueling or, in its sole discretion, temporarily restrict PERMITTEE's right to Self-Service Fuel in the event of an emergency or for safety and/or environmental considerations. In the event Self-Service Fueling is restricted, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses or other consequential damages PERMITTEE may have against COUNTY.

3. Permit and other Fees. PERMITTEE shall pay a non-refundable Permit fee of Five Hundred Dollars (\$500.00) per year. PERMITTEE shall pay the Permit fee to COUNTY prior to the Effective Date of this Permit, and prior to the commencement of any renewal period. PERMITTEE's failure to submit the Permit fee prior to the commencement of any renewal period shall result in the automatic revocation of this Permit upon the expiration of the then current term. COUNTY may establish, modify or increase the fees and charges applicable to Self-Service Fueling on the Airport from time to time, including fees and charges payable under this Permit. DEPARTMENT shall provide prior written notice to PERMITTEE of the establishment, modification or increase to fees and charges payable hereunder, and this Permit shall be deemed to be automatically amended to include such fees without formal amendment hereto. PERMITTEE shall pay fuel flowage fees, if established for the Airport, to DEPARTMENT on or before the 10th day of each and every month, which shall be based on the number of gallons of fuel delivered to PERMITTEE's fuel storage equipment and aircraft during the preceding calendar month. PERMITTEE acknowledges and agrees that failure to pay such fees or charges shall be considered a violation of this Permit and, in addition to any other remedy available to COUNTY, shall be grounds for immediate revocation of this Permit by DEPARTMENT. All fees and charges paid by PERMITTEE hereunder shall be non-refundable. All fees and charges shall be made payable to the Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports
Fiscal Department
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

DEPARTMENT may, at any time, elect to hire, utilize, or select an agent(s) to administer this Permit and to collect any fees payable hereunder on behalf of COUNTY. DEPARTMENT will provide thirty (30) days prior written notice to PERMITTEE of any change in payment procedure or the payment addresses.

4. Reports. PERMITTEE shall keep accurate records reflecting the number of gallons of fuel delivered to PERMITTEE's fuel storage equipment and to PERMITTEE's aircraft during each calendar month. No later than the 10th day of each month, PERMITTEE shall submit to DEPARTMENT a report detailing the number of gallons of fuel delivered to PERMITTEE's storage equipment and aircraft during the preceding month, which shall be in a form acceptable to DEPARTMENT. PERMITTEE shall, during the term of this Permit and for three (3) years thereafter, maintain records identifying the total number of gallons of fuel purchased for and delivered to PERMITTEE's fuel storage equipment and PERMITTEE's aircraft. Records (and meters) shall be made available for audit to DEPARTMENT upon DEPARTMENT's request. In the case of a discrepancy, PERMITTEE shall promptly pay, in cash, all additional fees and charges due to COUNTY, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

5. Audit Requirement. At the close of each calendar year during the term of this Permit and any renewal period, PERMITTEE shall cause an audit to be completed of its accounting transactions related to its operations under this Permit for the preceding calendar year by an independent Certified Public Accountant, not a regular employee of PERMITTEE, acceptable to DEPARTMENT. A report of each audit shall be delivered to COUNTY within 90 days of the close of each calendar year, unless an extension of the time period is approved in writing by DEPARTMENT prior to the expiration of the 90 day period. The first audit report shall include activity as of the Commencement Date and the last audit report shall cover through PERMITTEE's last day of operation pursuant to this Permit. Each audit report shall set forth, with respect to such calendar year the total gallons of fuel disbursed, total gallons of exempted fuel disbursed, and all sales receipts for fuel purchases made by PERMITTEE for its Self-Service Fueling operations on the Airport. Any adjustment due will be determined by DEPARTMENT and payment shall be remitted to the party to whom it is due within 30 days from receipt and acceptance of the audit report by DEPARTMENT.

6. Compliance with Regulatory Measures. PERMITTEE shall comply with all applicable federal, state, and local, laws, codes, ordinances, resolutions, rules and regulations and Federal Aviation Administration Advisory Circulars (hereinafter referred to as "Regulatory Measures"), as are now or hereafter amended or enacted, including, without limitation, the Palm Beach County Airport Rules and Regulations, Resolution R-98-220, as now or hereafter amended or superseded (the "Airport Rules and Regulations") and all Environmental Laws (as hereinafter defined). For purposes of this Permit, "Environmental Laws" means all applicable federal, state and local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980. PERMITTEE acknowledges and agrees that failure to comply with the requirements of this paragraph shall be considered a violation of this Permit and, in addition to any other remedies available to COUNTY, may result in immediate revocation of this Permit.

7. Condition of Airport. PERMITTEE acknowledges that neither COUNTY nor its representatives have made any representations or warranties of any nature whatsoever regarding the Airport including, without limitation, the suitability of the designated areas for Self-Service Fueling or PERMITTEE's ability to safely Self-Service Fuel on the Airport.

8. General Rules for Self-Service Fueling.

A. Self-Service Fueling by PERMITTEE shall be limited to the Aircraft registered under this Permit. No fuel may be dispensed to any other aircraft on the Airport. Fueling of any aircraft that are not registered under this Permit shall constitute a violation of this Permit. PERMITTEE is specifically prohibited from selling fuel on the Airport or engaging in any commercial fueling operations on the Airport.

B. PERMITTEE shall be properly trained in aircraft fueling and associated safety procedures related to the handling of fuel. PERMITTEE must complete aircraft fueling training, acceptable to DEPARTMENT. Aircraft fueling training must include classroom instruction and hands on training.

C. Self-Service Fueling equipment used by PERMITTEE shall be properly maintained, operated, and equipped in accordance with all applicable Regulatory Measures. Fuel containers used to Self-Service Fuel shall be of a type approved by federal, state and local agencies for the transport of flammable liquid of the appropriate class. No fuel shall be stored in Airport hangars or other areas on the Airport other than that fuel inside the Aircraft fuel tanks. DEPARTMENT shall have the right to inspect all Self-Service Fueling equipment and containers and to prohibit the use of specific equipment or containers.

D. In the event PERMITTEE utilizes bulk storage, PERMITTEE shall utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas/Gasoline refueling vehicles shall have a maximum capacity of 1,200 gallons and jet fuel refueling vehicles shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading. Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable Regulatory Measures, including, without limitation, those prescribed by: the State of Florida Fire Prevention Code, Florida Department of Environmental Protection and FAA Advisory Circulars (AC) including, without limitation, AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

E. In the event that PERMITTEE utilizes less than 500 gallons of fuel per month, PERMITTEE may utilize fuel containers of no less than 5 gallons and no more than 110 gallons for fuel storage. These fuel storage containers may not be kept or stored on the Airport. PERMITTEE shall utilize pumps, either hand or power operated, to fuel Aircraft from fuel storage containers greater than 5 gallons.

F. Prior to the Effective Date of this Permit, PERMITTEE shall provide DEPARTMENT with a Spill Prevention Contingency and Control Plan (SPCC) that satisfies all applicable Regulatory Measures for above-ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with DEPARTMENT at least ten (10) business days prior to actual implementation of any updated plan. The SPCC shall describe, in detail, the methods that shall be used by PERMITTEE to clean up fuel spills. The SPCC shall identify the equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the PERMITTEE would contain a fuel spill. The SPCC should also describe, in detail, what methods the PERMITTEE intends to use to prevent any fuel spill from occurring.

G. In accordance with all applicable Regulatory Measures and appropriate industry practices, PERMITTEE shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing", as may be amended. The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to DEPARTMENT prior to the Effective Date of this Permit.

H. Fuel delivered on the Airport shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of PERMITTEE.

I. PERMITTEE shall not Self-Service Fuel aircraft while the aircraft engine is running or heated externally.

J. During Self-Service Fueling, PERMITTEE shall have at least two (2) 15 pound carbon dioxide fire extinguishers readily available or other fire extinguishers acceptable to DEPARTMENT.

K. During Self-Service Fueling, no person shall operate any radio transmitter or receiver or any electrical switches or any radar equipment in such aircraft or do any act or use any material that is likely to cause a spark within 50 feet of the aircraft. No airborne radar equipment shall be operated or ground tested wherein the directional high intensity beam is within 100 feet of: (i) an aircraft being refueled, (ii) an aircraft refueling truck, (iii) or flammable liquid storage facility.

L. During Self-Service Fueling, aircraft and all fuel dispensing or draining equipment shall be properly bonded by wire to prevent the possibility of static ignition of volatile liquids.

M. During Self-Service Fueling, no passenger(s) shall be permitted to remain in the aircraft unless a cabin attendant is at the door and a passenger ramp is in position. Only individuals(s), a minimum of two, engaged in the Self-Service Fueling or in the maintenance and operation of the aircraft being fueled, including the flight crew, will be permitted within 50 feet of the aircraft being fueled.

N. Persons engaged in Self-Service Fueling shall exercise care to prevent overflow of fuel.

O. PERMITTEE shall immediately report any fuel spilled to the Airport's Fixed Base Operator office and to DEPARTMENT. PERMITTEE shall be responsible for the immediate clean up of any fuel spill and for any damage to the Airport or environment. PERMITTEE shall be strictly liable for and hereby expressly assumes all responsibility the cost of all citations, fines, penalties, environmental controls, monitoring, clean up, disposal, restoration and corrective measures resulting from or in any way connected to the improper handling, storage and/or disposal by PERMITTEE or its employees, invitees, suppliers of service or materials or contractors of any pollutants or hazardous materials regulated by Environmental Laws. PERMITTEE's obligations under this paragraph shall survive the expiration or termination of this Agreement.

P. PERMITTEE acknowledges that COUNTY has, or is in the process of developing, general aviation minimum standards (hereinafter referred to as the "Minimum Standards") for the Airport. PERMITTEE shall comply with the then current Minimum Standards, or any Minimum Standards adopted by COUNTY in the future which are applicable to PERMITTEE's activities on the Airport, as such Minimum Standards may be amended from time to time.

Q. PERMITTEE acknowledges that COUNTY may amend the Airport Rules and Regulations to establish or modify the regulations applicable to Self-Service Fueling on the Airport and agrees that PERMITTEE's activities on the Airport shall be subject to such rules and regulations. In the event of a conflict between this Permit and the Airport Rules and Regulations, the Airport Rules and Regulations shall control.

9. Indemnification. PERMITTEE agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which COUNTY is named or joined, arising out of this Permit or PERMITTEE's use of the Airport or Self-Service Fueling of aircraft, including, without limitation, those arising by reason of any damage to property or the environment,

PERMITTEE's violation of Environmental Laws, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with PERMITTEE's acts, omissions, or operations hereunder, or the performance, non-performance, or purported performance of PERMITTEE or any breach of the terms of this Permit; provided, however, PERMITTEE shall not be responsible to COUNTY for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of COUNTY, its respective agents, servants, employees and officers. PERMITTEE further agrees to hold harmless and indemnify COUNTY for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to PERMITTEE's activities or operations or use of the Airport or Self-Service Fueling of Aircraft whether or not PERMITTEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of PERMITTEE. PERMITTEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that COUNTY would not have issued this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by COUNTY in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Permit.

10. Insurance. Without limiting PERMITTEE's obligation to indemnify COUNTY, as provided for herein, PERMITTEE shall provide, pay for, and maintain throughout the term of this Permit, a policy of General/ Aircraft Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount as identified in the table below, which must include coverage for Pollution Liability. If PERMITTEE will be operating vehicles on the Airport, PERMITTEE shall provide Automobile Liability Insurance coverage with minimum limits as identified in the table herein. If vehicles will be used to transport fuel on the Airport PERMITTEE shall provide Automobile Liability Insurance coverage with minimum limits as identified below, which must include coverage for Pollution Liability. PERMITTEE shall endorse COUNTY as an "Additional Insured" on the General/ Aircraft Liability insurance policy. The "Additional Insured" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406." Prior to the Effective Date of this Permit, PERMITTEE shall provide DEPARTMENT with a certificate of insurance for the General/Aircraft liability insurance policy and copies of pertinent pages from Automobile Liability policy evidencing the insurance coverages required hereunder. Renewal certificates and/or copies of pertinent pages from the renewal policies must be provided to DEPARTMENT throughout the term of this Permit. DEPARTMENT shall have the right to review and modify insurance requirements of this Permit from time to time, including, but not limited to, insurance coverages and amounts; provided, however, DEPARTMENT shall give PERMITTEE ninety (90) days prior written notice of any such change.

Insurance Type	Insurance Coverage (Amount)
General and Aircraft Liability and Property Damage	\$1,000,000
Automobile Liability	\$100,000 per person \$300,000 per incident (bodily injury) \$50,000 per incident (property damage)
Refueling Vehicle Liability	\$1,000,000 combined single limit (bodily injury and property damage)

11. Assignment by Permittee. PERMITTEE is expressly prohibited from assigning its rights under this Permit. Any such assignment shall be considered null and void and will be considered grounds for revocation of this Permit.

12. Disclaimer of Liability. COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS PERMIT OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE SELF-SERVICE FUELING ALLOWED UNDER THIS PERMIT. PERMITTEE RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS PERMIT WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE A PERMIT BY PERMITTEE TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL, OR INTENTIONAL ACTS.

13. Termination.

A. This Permit may be revoked at any time by COUNTY or DEPARTMENT, with cause, or terminated by PERMITTEE, without cause, upon prior written notice to the other party, in which event the parties shall be released from all obligations arising after the date of such revocation or termination except for those obligations which expressly survive termination of this Permit. In the

event of revocation or termination pursuant to this paragraph, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses, or other consequential damages. Further, COUNTY or DEPARTMENT may provide PERMITTEE notice of non-renewal 30 days in advance of the automatic renewal date.

B. This Permit is issued upon the terms and conditions required by COUNTY for all permittees on the Airport that engage in the activities permitted herein. Upon ten (10) days' prior written notice, DEPARTMENT may, at any time, terminate this Permit and issue a new Permit to PERMITTEE upon such modified terms and conditions as COUNTY shall uniformly apply to all other similarly situated permittees.

14. Violation of Permit Conditions. DEPARTMENT may revoke, terminate or suspend this Permit in the event PERMITTEE violates any terms, conditions or provisions of this Permit or the Airport Rules and Regulations upon written notice to PERMITTEE. In the event this Permit is revoked, terminated or suspended, PERMITTEE shall have no right to Self-Service Fuel any aircraft on the Airport.

15. Notice. Any notice given under the provisions of this Permit shall be in writing and shall be delivered (as elected by the party giving such notice) by hand delivery, courier service, nationally recognized overnight mail service, or United States certified mail, with return receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service, or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

DEPARTMENT:
Department of Airports
Palm Beach County
Building 846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:
Palm Beach County Attorney's Office
Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

PERMITTEE:

E-mail Address:
Telephone:

Either party may, from time to time, change the address to which notice under this Permit shall be given such party, upon three (3) days prior written notice to the other party. Permittee shall maintain a current address and telephone number with DEPARTMENT.

16. Compliance with Laws. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for COUNTY or PERMITTEE.

17. Subordination to Governmental Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which COUNTY acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. PERMITTEE understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America and/or the State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal and/or state funds for the development of the Airport.

18. Exclusive Rights. Notwithstanding anything contained in this Permit to the contrary, it is expressly understood and agreed that the rights granted under this Permit are nonexclusive and that COUNTY or DEPARTMENT may grant similar privileges to another PERMITTEE or other permittees.

19. Governmental Authority. Nothing in this Permit shall be construed to waive or limit the COUNTY's governmental authority as a political subdivision of the State of Florida to regulate PERMITTEE or its operations.

20. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Permit shall have no effect upon the validity of any other part or portion hereof.

21. Paragraph Headings. The heading of the various articles and sections of this Permit 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 Permit or any part or parts of this Permit.

22. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Permit by such reference.

23. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida. This Permit shall be governed by and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Non-Commercial Self-Service Fueling Permit has been approved and issued by the Director of the Department of Airports, pursuant to the authority granted by the Palm Beach County Board of County Commissioners, and PERMITTEE, _____, has caused these presents to be signed by its duly authorized officer, the [complete legal name of company] _____ acting on behalf of PERMITTEE the day and year first written above. [title of person signing permit]

**PALM BEACH COUNTY, FLORIDA, BY ITS
DEPARTMENT OF AIRPORTS**

By: _____
Director

PERMITTEE:

By: _____

Title: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney