



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs					
Operating Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_ No x  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

Revenue from application fees and annual permit fees is estimated at less than \$1,000 per year.

C. Departmental Fiscal Review: CM Seiner

**III. REVIEW COMMENTS**

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

*There is no fiscal impact on this item.*

*[Signature]*  
 OFMB  
 2/9/2010

*[Signature]* 2/11/10  
 Contract Dev. and Control

**B. Legal Sufficiency:**

Anne Delgant 2/16/10  
 Assistant County Attorney

**C. Other Department Review:**

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

RESOLUTION NO. R-2010-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING A STANDARD FORM GENERAL AVIATION AIRPORT AERONAUTICAL ACTIVITIES PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE A STANDARD FORM GENERAL AVIATION AIRPORT AERONAUTICAL ACTIVITIES PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO INCREASE AERONAUTICAL ACTIVITIES PERMIT FEES AND CHARGES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, activities occur at the Airports, which involve, make possible, facilitate and are related to, assist in, contribute to, or are required for the operation of aircraft, aviation business, or the safety of such operations ("Aeronautical Activities"), which are not specifically regulated, provided for, or addressed in, the minimum standards for each respective Airport; and

**WHEREAS**, the County desires to establish reasonable requirements, regulations, charges and fees for the privilege of engaging in Aeronautical Activities at the Airports; and

**WHEREAS**, absent a permitting process, operators engaging in Aeronautical Activities would be permitted to use Airport facilities for business purposes without being charged a fee for this privilege; and

**WHEREAS**, the County has determined that it is in the public interest, in order to provide for the safe and efficient use of the Airports, to require persons and operators engaging in Aeronautical Activities at the Airports to obtain a General Aviation Airport Aeronautical Activities Permit ("Permit"), in the form attached hereto and incorporated herein as Attachment "A", and operate according to its terms and conditions; and

**WHEREAS**, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute the standard form Permit; and

**WHEREAS**, the delegation to the County Administrator or his designee to execute a standard form Permit would eliminate delays caused by requiring the Permit to be brought before the Board of County Commissioners for approval, which is consistent with the goal of the Board of County Commissioners to streamline the agenda process.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. Terms not defined herein shall have the meaning ascribed to them in the Permit.
2. **Standard Form Document.** The Board of County Commissioners hereby authorizes the County Administrator or his designee to execute the standard form Permit, attached hereto and incorporated herein by reference as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or his designee is hereby authorized to execute standard form Permits that include non-material changes. For purposes of this Resolution, "non-material changes" means changes that do not modify the substantive obligations of the County. In addition, the County Administrator or his designee may modify the insurance requirements provided in the standard form Permit upon the advice of the Risk Management Department to establish coverage amounts or require additional policies of insurance. For purposes of this Resolution, the Director of the Department of Airports shall be considered to be a designee of the County Administrator.
3. **Fees and Charges.** The Board of County Commissioners hereby establishes a schedule of fees and charges as set forth in Attachment "B", attached hereto and incorporated herein. The County Administrator or his designee may annually increase the schedule of fees and charges to an amount not to exceed five percent (5%) per year, or in instances where the fee or charge is based on the appraised value of the Designated Area, by the greater of five percent (5%) per year, or an amount equal to the increase in the fair market rental value of the Airport property, as determined by appraisal. Nothing in this Resolution shall be construed as requiring an appraisal to be obtained prior to approval of an increase of five percent (5%) or less to any fees or charges established pursuant to this Resolution. A

summary of the new fees and charges approved pursuant to this Resolution shall be received and filed with the Clerk of the Board within ninety (90) days of approval.

4. **Severability.** 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. **Effective Date.** 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 Burt Aaronson, Chair -
- Commissioner Karen T. Marcus, Vice Chair -
- Commissioner Jeff Koons -
- Commissioner Shelley Vana -
- Commissioner Steven L. Abrams -
- Commissioner Jess R. Santamaria -
- Commissioner Priscilla A. Taylor -

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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: Anne Odelymont  
Assistant County Attorney

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION**

Aeronautical Activities Permit

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**  
**GENERAL AVIATION AIRPORT**  
**AERONAUTICAL ACTIVITIES PERMIT**

This General Aviation Airport Aeronautical Activities Permit (this "Permit") is issued this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Palm Beach County, a political subdivision of the State of Florida (the "County") to \_\_\_\_\_ a \_\_\_\_\_ (corporation, partnership, etc.) organized under the laws of the State of \_\_\_\_\_, having its office and principal place of business at \_\_\_\_\_ (the "Permittee").

1. Airport. This Permit is issued for the \_\_\_\_\_ Airport (the "Airport") owned and operated by County, by and through its Department of Airports (the "Department").

2. Term. The term of this Permit shall commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Commencement Date") and expire on **INSERT AS APPLICABLE: the \_\_\_ day of \_\_\_\_\_, 20\_\_** (the "Initial Term"). This Permit shall be automatically renewed at one (1) year intervals thereafter upon the expiration of the then current term (the "Renewal Term"), provided that: (i) Permittee has paid all Permit Fees and other charges pursuant to this Permit; (ii) this Permit has not been terminated by either party; (iii) Permittee has not been provided a notice of non-renewal; and (iv) Permittee is not in violation of any Permit terms and conditions. (The Initial Term and each Renewal Term are collectively referred to herein as the "Term"). This Permit shall not be effective until signed by Permittee and by the Director of the Department, on behalf of County (the "Effective Date").

3. Aeronautical Activities. Subject to the terms, conditions and limitations of this Permit, County hereby grants Permittee the non-exclusive right to conduct the following aeronautical activities at the Airport (the "Permitted Aeronautical Activities"):

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In addition to terms, conditions and limitations of this Permit, the Permitted Aeronautical Activities shall be subject any operational restrictions, limitations and requirements established by the Department for the Permitted Aeronautical Activities.

4. Permit Fee.

A. Permittee shall pay County, for the Permit issued herein, a permit fee in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) (the "Permit Fee"), together with applicable sales taxes thereon. The Permit Fee shall be payable \_\_\_\_\_

\_\_\_\_\_. The Permit Fee shall be made payable to the Palm Beach County Board of County Commissioners and shall be mailed or hand delivered to the Palm Beach County Department of Airports, ATTN: Fiscal Department, 846 Palm Beach International Airport, West Palm Beach, Florida, 33406-1470, or such other address as may be designated by the Department.

B. Permittee acknowledges and agrees that County may modify the amount of Permit Fees, or establish new fees and charges during the Term of this Permit, upon thirty (30) days prior written notice by County to Permittee, without formal amendment to this Permit.

C. Permittee acknowledges and agrees that failure to pay Permit Fees or other charges under this Permit 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 the Department on behalf of County. Interest at the rate of one and one-half percent (1.5%) per month [eighteen percent (18%) per annum] shall accrue against delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, County shall not be prevented from terminating this Permit for Permittee's failure to pay Permit Fees or from enforcing any other provisions contained herein or implied by law.

- D. (INSERT IF APPLICABLE) As security for payment of Payment Fees, Permittee shall pay to County prior to the Effective Date of this Permit, and shall maintain at all times during the Term, a refundable security deposit in the amount of \_\_\_\_\_.
- The security deposit shall be held by the Department and will be refunded to Permittee upon termination of this Permit provided that Permittee is not in default of any of the provisions of this Permit, the Designated Area is left in good and serviceable condition, to be determined in the sole discretion of the Department, all rentals, fees, and taxes due are paid in full by Permittee, and Permittee has returned any Airport access cards and keys to the Department. If there is a deficiency in any amount due by Permittee to County or if the Designated Area requires maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or keys are not returned to Department, the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by County, plus any applicable administrative overhead.

5. Conduct and Use of Airport and Designated Area by Permittee.

- A. Permitted Aeronautical Activities shall be confined or restricted to the area(s) or portion(s) of the Airport identified in writing by the Department in connection with this Permit (the "Designated Area"). Permittee acknowledges that the location or identification of the Designated Area may change from time to time, upon written notice to Permittee by the Department. Permittee's use and occupancy of the Designated Area shall be non-exclusive and shall constitute a revocable license issued by County pursuant to this Permit. Nothing in this Permit shall be construed as granting Permittee any title, interest or estate in the Designated Area. The rights of Permittee to use the Designated Area shall at all times be subject to the rights of others to use the same in common with Permittee. The Department may at any time, in the best interests of the Airport or County, relocate, modify the limits of, or close all or any portion of the Designated Area to abate or rectify a condition determined to be unsafe or dangerous by the Department, in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Department. In the event the Designated Area is closed, Permittee agrees that County shall not be liable for, and Permittee hereby waives, any claims for lost profits, economic losses or other consequential damages.
- B. Permittee shall use and occupy the Designated Area solely and exclusively for temporary operations associated with the Permitted Aeronautical Activities. Permittee shall not perform any maintenance whatsoever on the Designated Area and Permittee shall remove all of Permittee's property, equipment and materials from the Designated Area following use of the Designated Area for Permitted Aeronautical Activities. Permittee shall not use, permit or suffer the use of the Designated Area or any other portion of the Airport for any other business or purpose whatsoever. Permittee's equipment and vehicles shall be identified, but Permittee shall not use the Designated Area or any other portion of the Airport for advertisement of Permittee's services.

6. Registered Aircraft and Vehicles.

- A. Permittee shall promptly register with the Department all aircraft, vehicles and ground support equipment utilized by Permittee at the Airport in connection with this Permit. Permittee shall only be permitted to use aircraft, vehicles and ground support equipment, which are owned by, or leased to, Permittee and registered with the Department (the "Registered Aircraft and Vehicles"), for Permitted Aeronautical Activities under this Permit.
- B. Permittee shall promptly notify Department in writing of any changes in aircraft, vehicles and ground support equipment, or the registration thereof. The listing of Registered Aircraft and Vehicles may be amended by County from time to time, without formal amendment to this Permit, upon presentation of appropriate documentation from Permittee evidencing sufficient ownership or control, registration and proper insurance coverage for the aircraft, vehicles and ground support equipment.

7. Obligations of Permittee.

- A. Conduct. Permittee shall conduct its activities at the Airport in an orderly and commercially reasonable manner, considering the nature of the activities so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. Permittee shall control, and hereby assumes responsibility for, the character, acts and conduct of its agents, employees, officers, representatives, guests, invitees, licensees, contractors and patrons and shall ensure that its agents, employees, officers, representatives, guests, invitees, licensees, contractors and patrons do not harass, disturb or annoy any other Airport tenants or users. Upon objection by the Department or its designated agent or representative, concerning the conduct, acts or demeanor of any such persons, Permittee shall immediately take all reasonable steps necessary to remove the cause of objection.



- B. Obstructions in Aircraft Operating Areas. Permittee and its employees, agents, representatives, patrons, licensees and invitees shall not block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users with vehicles, aircraft, equipment, temporary structures or personal property of any kind whatsoever. Permittee shall be responsible for ensuring that any such obstructions are removed upon immediate request of the Department or its representatives, including, but not limited to, the Airport's manager.
- C. Minimum Standards. Permittee acknowledges that County has established, or may in the future establish or amend, general aviation minimum standards (the "Minimum Standards") for the Airport. In addition to complying with the terms and conditions of this Permit, Permittee shall comply with any Minimum Standards adopted by County which are applicable to Permittee's activities on the Airport.
- D. Manager/Representatives. Permittee shall have a qualified manager or other authorized representative of Permittee on site at all times during Permittee's operations on the Airport. Permittee shall notify the Department in writing of the names, addresses and telephone numbers of its managers and other authorized representatives prior to the Commencement Date and shall notify the Department of any changes in management or the list of authorized representatives.
- E. Compliance with Laws, Rules and Regulations. Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, the Palm Beach County Airport Rules and Regulations, (Resolution R-98-220), as now or hereafter amended ("Airport Rules and Regulations"), applicable Federal Aviation Administration ("FAA") Advisory Circulars and any Certificate of Waiver or Authorization or other approval required by the FAA (the "Waiver"). Permittee shall at its sole cost and expense be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, including all applicable zoning, building and fire laws and regulations, however designated, as may be required at any time throughout the Term of this Permit by any federal, state or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon request by Department, Permittee shall provide to Department certified copies of any and all permits and licenses that Department may request.
- F. Permittee acknowledges and agrees that County has made no representations whatsoever regarding Permittee's ability to use the Airport for the purposes set forth in this Permit. Permittee shall ensure that its agents, contractors, employees, invitees and guests entering the Airport with or without Permittee's consent or knowledge comply with all applicable laws on the Airport. Permittee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Permittee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Permit.
- G. Permittee acknowledges and agrees that failure to comply with the requirements of this Paragraph 7 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 by the Department.
8. Signs and Improvements. Permittee shall not place or erect any signs, emblems or advertising on the Airport, and shall make no improvements, alterations or additions to the Airport whatsoever.
9. Condition of Airport. Permittee accepts the Airport, including the Designated Area, in its "As is", "Where is" condition as of the Commencement Date. Permittee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Airport including, but not limited to, any warranties or representations relating to the physical condition of the Airport or Designated Area or any improvements located therein, or the suitability of the Airport or Designated Area or any improvements for Permittee's intended use. County shall have no obligation whatsoever to repair or improve any area of the Airport to accommodate Permittee's operations pursuant to this Permit.
10. Waste or Nuisance. Permittee shall not commit or suffer to be committed any waste upon the Airport or any nuisance or other act or thing which may result in damage or depreciation of value of the Airport.

11. Non-Discrimination. Permittee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Airport, (b) that in the construction of any improvements on, over, or under such Airport and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit and to reenter and repossess the Designated Area and the facilities hereon, and hold the same as if the Permit had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

12. Repairs & Maintenance. Permittee shall repair any damage caused to the Airport by Permittee's operations or Permittee's use of the Airport or Designated Area. Permittee shall be responsible for removing any trash or debris resulting from Permittee's operations. In the event of damage to the Airport or Designated Area, County may complete the necessary repairs and Permittee shall reimburse County for all expenses incurred by County, plus 25% administrative overhead. Permittee shall reimburse County within fifteen (15) days of the date of the County's invoice.

13. Security. Permittee acknowledges and accepts full responsibility for the security and protection of any and all personal property now existing or hereafter placed on or upon the Airport by Permittee, and for the prevention of unauthorized access to the Airport. Permittee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for Permittee's operations, shall be the sole responsibility of Permittee and shall involve no additional cost to County. Permittee agrees to observe all security requirements and other requirements of the FAA, TSA, County and Department applicable to Permittee's operations, as now or hereafter amended, including, but not limited to, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Permittee and Permittee's activities under this Permit.

14. Insurance. Permittee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Permit, and any extension thereof, the insurance coverages and limits set forth in Exhibit "A" (the "Insurance Requirements"), attached hereto and incorporated herein.

15. Indemnification. Permittee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence by Permittee, its agents, contractors, employees or invitees, in, upon or at the Airport; (ii) the occupancy or use by Permittee of the Airport or any part thereof; or (iii) any act or omission of Permittee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Permittee or by Permittee against any third party, then Permittee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Permittee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Permit.

16. Assignment. Permittee may not assign, sublet or rent any portion of the Airport, or the rights granted under this Permit.

17. Termination.

A. Violation of Permit Conditions. The Department may terminate or suspend this Permit in the event Permittee violates any terms, conditions or provisions of this Permit or the Airport Rules and Regulations. In the event this Permit is terminated or suspended, Permittee shall have no right to use Designated Area or engage in the Permitted Aeronautical Activities at the Airport.

B. Termination for Convenience by Permittee. Permittee may terminate this Permit for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Permit.

C. Modification of Permit Terms. This Permit is issued upon the terms and conditions required by County for all permittees on the Airport that engage in similar 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.

- D. Revocation of Permit. Notwithstanding any provision of this Permit to the contrary, the rights granted to Permittee hereunder amount only to a non-exclusive license to use the Designated Area on the Airport for the Permitted Aeronautical Activities, which license is expressly revocable by County for any reason whatsoever upon notice to Permittee.
- E. Non-Renewal. Either party may, without cause, provide written notice to the other party that this Permit will not be renewed at the end of the then current Term.

18. Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Permit to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Permit.

19. Subordination to Bond Resolution. This Permit and all rights granted to Permittee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Permittee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Permittee and County with the terms and provisions of this Permit and Bond Resolution.

20. Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Airport and Designated Area are a part, 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, the State of Florida or any of their respective 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 funds for the development of the Airport.

21. Entire Agreement. This Permit and any exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Permittee concerning the use of the Airport and Designated Area for the Permitted Aeronautical Activities. All representations, either oral or written, shall be deemed to be merged into this Permit. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Permit shall be binding upon County or Permittee unless reduced to writing and signed by them.

22. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by 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 services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, 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:

A. If to the County at:

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Attn: Deputy Director, Airports Business Affairs  
Fax: (561) 471-7427

B. If to the Permittee at:

Fax: ( )

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.

23. Recording. Permittee shall not record this Permit or any memorandum or short form thereof.

24. Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Permit.

25. Governing Law and Venue. This Permit shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

26. Time of Essence. Time is of the essence with respect to the performance of every provision of this Permit in which time of performance is a factor.

27. Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

28. Severability. In the event that any section, paragraph, sentence, clause or provision of this Permit is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Permit and the same shall remain in full force and effect.

29. Waiver. No waiver of any provision of this Permit shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

[Remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, County and Permittee have executed this Permit, or have caused the same to be executed as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

**PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

By: \_\_\_\_\_  
Director, Department of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

**PERMITTEE:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

(Corporate Seal)

**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**

**Insert applicable insurance provisions:**

A. Aircraft Liability. Permittee shall maintain with respect to all aircraft owned, leased or operated by Permittee Aircraft Liability Insurance in an amount not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) combined single limit per occurrence. Coverage shall also include passenger liability in a limit not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) per passenger, \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) total all passengers. Aircraft Liability shall endorse "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as Additional Insured.

B. Commercial General Liability. Permittee shall maintain Commercial General Liability Insurance at a limit of liability of not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

C. Business Automobile Liability. If vehicles will be operated "airside" Permittee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Permittee does not own automobiles, Permittee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

D. Worker's Compensation Insurance & Employers Liability. Permittee shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

E. Additional Insured. Permittee shall provide the Department with a certificate, or certificates, of insurance, evidencing limits, coverages and endorsements as required herein. Permittee shall endorse the County as an Additional Insured with a "**CG026 Additional Insured - Designated Person or Organization**" endorsement to the Commercial General Liability policy. The additional insured endorsement 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, FL 33406.**" Coverage shall be provided on a primary basis. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Permittee shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder=s name and address shall read "**Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.**"

F. Deductibles, Coinsurance & Self-Insured Retention. Permittee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

G. Waiver of Subrogation. By entering into this Permit, Permittee agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Permittee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Permittee agrees to notify the insurer.

H. Right to Review or Adjust Insurance. The County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by herein from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall comply within thirty (30) days of receipt of the notice.

I. No Representation of Coverage Adequacy. Permittee acknowledges the limits, coverages and endorsements required herein are intended to minimize liability for County. Permittee agrees that it will not rely upon the requirements herein when assessing the extent or determining appropriate types or limits of insurance coverage to protect Permittee against any loss exposures, whether as a result of this Permit or otherwise.

**ATTACHMENT "B"**  
**TO**  
**RESOLUTION**

(Schedule of Fees and Charges)

- A. Permit Application Fee: \$50.00
  
- B. Banner Towing Operations:
  - 1. Based Aircraft: Operators based at the Airport shall pay an annual Permit Fee of \$100.00.
  - 2. Non-Based Aircraft: Operators not based at the Airport shall pay a Permit Fee of \$100.00 per day of operations.
  
- C. Permit Fee for airship (blimp) mooring: \$125.00 per day of operations.
  
- D. Permit Fees for Aeronautical Activities not specified above shall be based on the appraised value of the Designated Area, plus 25%.

For purposes of this Schedule of Fees and Charges, "Based Aircraft" means an operator of aircraft owned or leased by an individual or entity leasing hangar or building facilities at either the North County General Aviation Airport, the Palm Beach County Park Airport, or the Palm Beach County Glades Airport, for a term equal to one (1) year or more.