

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: November 18, 2014	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
Department:	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted By: Department of Airports

Submitted For: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution adopting a new standard form Operating Permit; authorizing the County Administrator or his designee to execute standard form Operating Permit on behalf of the Board of County Commissioners; authorizing the County Administrator or his designee to enter into certain amendments to the standard form Operating Permit; providing for severability; and providing for an effective date.

Summary: This Resolution adopts a new standard form Operating Permit, which provides for the use of certain airport facilities on a short term basis for specific flight operations. This Resolution also authorizes the County Administrator or his designee to execute the approved standard form Operating Permit on behalf of the Board and to agree to non-material changes to the standard form Operating Permit. **Countywide (HJF)**

Background and Justification: Approval of this Resolution will enable airlines or charter operators to obtain an Operating Permit to conduct specific flight operations at the Palm Beach International Airport.

Attachments:

- Resolution (1)
- =====

JB
 Recommended By: *Don Kelly* 11/21/14
Department Director Date

Approved By: *po* 11/20/14
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><i>* See below</i></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund _____ Department _____ Unit _____ Rsource _____
 Reporting Category _____

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

* The Signatory Airline Agreement (R-2014-1033) establishes the basis for all airline rates and charges for the operation of commercial air service at PBI. Air transportation companies will be required to pay the rates and charges established under the Signatory Airline Agreement for their flight operations. Revenues from terminal rents, landing fees, and baggage system charges will average \$14 to \$16 million annually over the five-year period. Rates are established to recover the cost of airport operations, maintenance, and debt service for the terminal, terminal systems, and airfield.

C. Departmental Fiscal Review: *CM Simon*

III. REVIEW COMMENTS

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

[Signature] 10/27/14
 KID OFMB AM
 10/23 10/27

[Signature] 10/29/14
 Contract Dev and Control
 10-28-14 B. Wheeler

B. Legal Sufficiency:

[Signature] 10/30/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. 2014-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A NEW STANDARD FORM OPERATING PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE STANDARD FORM OPERATING PERMITS ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO CERTAIN AMENDMENTS TO THE STANDARD FORM OPERATING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, by and through its Department of Airports, owns and operates the Palm Beach International Airport; and

WHEREAS, the delegation to the County Administrator or his designee of the authority to execute the standard form agreements 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 new standard form Operating 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) adopts a new standard form Operating Permit, in the form attached hereto and incorporated herein as Attachment "A" ("Operating Permit"), and (ii) authorizes the County Administrator or his designee to execute the Operating Permit on behalf of the Board of County Commissioners.
3. The County Administrator or his designee is hereby authorized to execute, on behalf of the Board of County Commissioners, Operating Permits that include non-material changes. For purposes of this Resolution, "non-material changes" mean changes that will not modify the substantive obligations of the County under the Operating Permit. In addition, the County Administrator or his designee may modify the insurance requirements provided in the standard form Operating Permit upon the advice of the Risk Management Department.
4. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the Operating Permit, then the approval of the Board of County Commissioners shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.
5. 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.
6. 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 HAL R. VALECHE	-
COMMISSIONER PAULETTE BURDICK	-
COMMISSIONER SHELLEY VANA	-
COMMISSIONER	-
COMMISSIONER MARY LOU BERGER	-
COMMISSIONER	-
COMMISSIONER PRISCILLA A. TAYLOR	-

Then the Mayor 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: 
County Attorney

ATTACHMENT "A"
OPERATING PERMIT

**PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT**

1. Air Transportation Company ("Permittee"): Permittee: _____ Address: _____ _____ _____ Phone: _____ Fax: _____	2. Contact Person: Name: _____ Title: _____ Address: _____ _____ _____ Phone: _____ Mobile: _____ Fax: _____ E-mail: _____
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3. Ground Handler Contact Information:

Ground Handler: _____

Contact: _____ Phone: _____

E-mail: _____

4. Description of Permitted Flight Operations:

A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.

5. Insurance Requirements:

Permittee shall maintain the following types and amounts of insurance coverage:

Aircraft Liability - \$50,000,000 Combined Single Limit, including Passenger, Bodily Injury (including death) & Property Damage Liability.

Business Automobile Liability - covering Owned, Hired & Non-Owned Vehicles. If Permittee will not be utilizing vehicles owned by Permittee, this policy should include Hired and Non-Owned Vehicles only.

No Vehicle AOA Access Required - \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.

Vehicle AOA Access Required - \$5,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.

Airline Liability/Commercial General Liability

Aircraft with 50 seats or less - \$50,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.

Aircraft with 50 seats or more - \$100,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.

Worker's Compensation - applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws.

Umbrella Liability Insurance or Excess Liability Insurance - may be used to reach the limits of liability required for the Airline Liability Policy, Aircraft Liability Policy and Business Automobile Policy.

PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT

Additional Insured Endorsement. "Additional Insured" endorsement on liability policies shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801", or as otherwise directed by the County.

Certificate of Insurance. Certificate(s) of Insurance shall be provided to Palm Beach County ("County") or the County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to Permittee's first flight operation at the Airport. Renewal certificate(s) shall be delivered to the County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the County.

Waiver of Subrogation. Permittee agrees to a Waiver of Subrogation for each policy required by this Operating Permit. 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 shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Permittee enter into such an agreement on a pre-loss basis.

6. Indemnification:

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

7. Facilities Usage:

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

8. Fees & Charges:

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

9. Laws, Regulations and Requirements:

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended. Prior to the effective date of this Operating Permit, Permittee shall submit a copy of its nondiscrimination policy or provide a written statement to County affirming its non-discrimination policy conforms to the requirements of R-2014-1421, as may be amended.

PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT

10. Revocation of Permit:

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

11. Signature:

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

By: _____
Director

Date: _____

**Signed, sealed and delivered in
the presence of two witnesses
for Permittee:**

PERMITTEE

Witness

By: _____

Typed or printed name

Typed or printed name

Witness

Title: _____

Typed or printed name

Date: _____

(Seal)

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #1:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #2:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #3:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #4:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #5:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #6:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____