

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 14, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF



**Motion and Title:** Staff recommends motion to receive and file: Palm Beach International Airport Operating Permit with Swift Air, LLC, commencing June 18, 2018, and terminating June 22, 2018.

**Summary:** The Operating Permit allows airlines or charter operators to utilize the Palm Beach International Airport (PBI) terminal on a short term basis for specific flight operations. Delegation of authority for execution of the standard form Operating Permit was approved by the BCC in R-2014-1709. Countywide (AH)

**Background and Justification:** The PBIA Operating Permit allows airlines or charter operators to utilize the terminal on a short term basis for specific flight operations.

**Attachments:** One (1) Palm Beach International Airport Operating Permit

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AB	Recommended By:		7/10/18
		Department Director	Date
	Approved By:		7/18/18
		County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
Operating Revenues	(\$2,225)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$2,225)	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No       
Does this item include the use of federal funds? Yes      No X

Budget Account No: Fund 4100 Department 120 Unit 8320/8430 RSource Various  
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 PBIA. The PBIA Operating Permit allows airlines or charter operators that service PBIA on a short term basis for specific flight operations to utilize the terminal and incorporates the rates and charges established under the Signatory Airline Agreement. 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. The revenue in the fiscal impact represents the \$2,225.29 remitted by Swift Air for operations under the PBIA Operating Permit.

C. Departmental Fiscal Review:                     cm Smine                    

III. REVIEW COMMENTS

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

Robert Powers 7/13/18  
OFMB  
7/12 7/12

A. S. Jacobson 7/16/18  
Contract Dev. and Control  
7/13/18 JW

B. Legal Sufficiency:

Anne Delgent 7/17/18  
Assistant County Attorney

C. Other Department Review:

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

REVISED 9/03  
ADM FORM 01  
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Monday, June 25, 2018

Simple View

Certificate Images

Documents

Insured: Swift Air, LLC

Insured ID: PBI-SR-18-01-PBC

Status:

Compliant (with overrides)

ITS Account Number:

PLC3234

Project(s):

Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/14/2018			
General Aggregate:	\$100,000,000	\$750,000,000	
Products - Completed Operations Aggregate:	\$100,000,000	\$750,000,000	
Personal And Advertising Injury:	\$100,000,000	\$25,000,000	X
Each Occurrence:	\$100,000,000	\$750,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 1/6/2019			
	All Owned Autos Hired Autos Non-Owned Autos	All Owned Autos Hired Autos not provided	X
Combined Single Limit:	\$1,000,000	\$11,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 10/1/2018			
<u>Aircraft Liability</u>			
Expiration: 11/14/2018			
Each Occurrence:	\$50,000,000	\$750,000,000	
Aggregate Limit:	\$50,000,000	\$750,000,000	

Notifications [\(Show All\)](#)

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF North Carolina

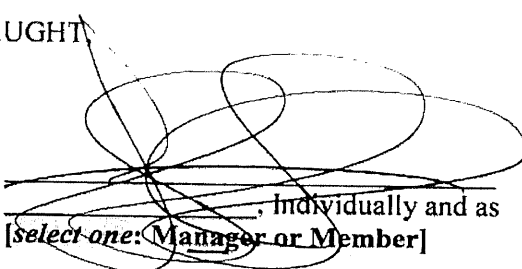
COUNTY OF Randolph

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

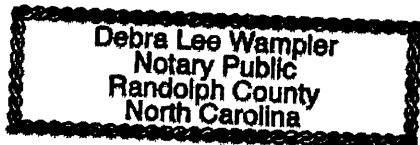
1. The undersigned is the C.E.O of Swift Air, LLC,  
(title: e.g. Manager, Member, etc.)  
a limited liability company organized and existing under the laws of the State of Arizona ("Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Palm Beach International Airport Operating Permit between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

  
\_\_\_\_\_, Individually and as  
[select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 15<sup>th</sup> day of June,  
2018, by Jeffrey Conry, [select one] Manager/Member of  
Swift Air, LLC, on behalf of the Company who is personally known to me OR who  
produced passport, as identification and who did take  
an oath.



Debra Lee Wampler  
Notary Signature

Debra Lee Wampler  
Print Notary Name

NOTARY PUBLIC  
State of North Carolina at large

My Commission Expires:

April 15, 2023

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

<b>1. Air Transportation Company ("Permittee"):</b>  Permittee: <u>Swift Air, LLC</u>  Address: <u>2710 E. Old Tower Rd.</u> <u>Phoenix AZ 85034</u>    Phone: <u>336-365-3355</u>  Fax: _____	<b>2. Contact Person:</b>  Name: <u>Suzette Martinez</u>  Title: <u>Director, Ground Services</u>  Address: <u>2710 E. Old Tower Rd.</u> <u>Phoenix, AZ 85034</u>    Phone: <u>505-710-0155</u>  Mobile: <u>505-710-0155</u>  Fax: _____  E-mail: <u>smartinez@flyswiftair.com</u>
<b>3. Ground Handler Contact Information:</b>  <b>Ground Handler:</b> <u>ATS</u>  Contact: <u>Lisa Silberman</u> Phone: <u>561-254-0925</u>  E-mail: <u>lsilberman@atsstl.com</u>	
<b>4. Description of Permitted Flight Operations:</b> 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 (" <u>Department of Airports</u> ") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.	
<b>5. Insurance Requirements:</b> Permittee shall maintain the following types and amounts of insurance coverage:  <u>Aircraft Liability</u> - \$50,000,000 Combined Single Limit, including Passenger, Bodily Injury (including death) & Property Damage Liability.  <u>Business Automobile Liability</u> - 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.  <u>No Vehicle AOA Access Required</u> - \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.  <u>Vehicle AOA Access Required</u> - \$5,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.  <u>Airline Liability/Commercial General Liability</u>  <u>Aircraft with 50 seats or less</u> - \$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.  <u>Aircraft with 50 seats or more</u> - \$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.  <u>Worker's Compensation</u> - applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws.  <u>Umbrella Liability Insurance or Excess Liability Insurance</u> - 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.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Wilgus  
County Attorney

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

By: [Signature]  
Director

Date: 7/9/18

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

[Signature]  
Witness  
Debra Wampler  
Typed or printed name

[Signature]  
Witness  
Bruce C. Embree  
Typed or printed name

(Seal)

PERMITTEE

By: [Signature]  
Jeffrey Gonyea  
Typed or printed name

Title: CEO

Date: 6/15/18



**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

<b>Flight Operation #1:</b>			
Arrive PBI Date:	6/18/2018	Time:	10:06L
Origin:	GSO	Destination:	ACY
Depart PBI Date:	6/18/2018	Time:	11:10L
Origin:	PBI	Destination:	ACY
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	2	Estimated time of usage:	2
<b>Aircraft Information:</b>			
Name of Aircraft Operator: Swift Air			
Aircraft Description: B737-400			
Maximum Gross Landing Weight: 121000 Lbs			
Estimated Number of Passengers: 148 pax			
<b>Flight Operation #2:</b>			
Arrive PBI Date:	6/21/2018	Time:	16:20L
Origin:	ACY	Destination:	FAY
Depart PBI Date:	6/22/2018	Time:	0700L
Origin:	PBI	Destination:	FAY
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	0	Estimated time of usage:	N/A
<b>Aircraft Information:</b>			
Name of Aircraft Operator: _____			
Aircraft Description: _____			
Maximum Gross Landing Weight: _____			
Estimated Number of Passengers: 148			
<b>Flight Operation #3:</b>			
Arrive PBI Date:	_____	Time:	_____
Origin:	_____	Destination:	_____
Depart PBI Date:	_____	Time:	_____
Origin:	_____	Destination:	_____
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	_____	Estimated time of usage:	_____
<b>Aircraft Information:</b>			
Name of Aircraft Operator: _____			
Aircraft Description: _____			
Maximum Gross Landing Weight: _____			
Estimated Number of Passengers: _____			