

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: June 13, 2023

Consent     Regular  
 Workshop     Public Hearing

Submitted By: Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** Palm Beach International Airport (PBI) Operating Permit with IBC Airways, Inc. (IBC), a Florida corporation, for one (1) flight operation at PBI occurring on April 3, 2023, for payment of \$542.68.

**Summary:** IBC operated a flight on April 3, 2023, from Marsh Harbour, Bahamas (MHH) and landed at PBI to utilize the U.S. Customs facility to clear passengers entering the United States enroute to Pitt-Greenville Airport, NC (PGV). Resolution 2014-1709 authorizes the County Administrator or designee, the Director of the Department of Airports, to execute the standard County PBI Operating Permit. **Countywide** (AH)

**Background and Justification:** N/A

**Attachments** One (1) Operating Permit

Recommended By:

  
Department Director

4-25-23  
Date

Approved By:

  
County Administrator

5/25/23  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$542.68)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$542.68)</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8320 RSource 2900  
 Reporting Category \_\_\_\_\_

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

Charges to IBC for this single flight operation totaled \$542.68, for landing, ticket counter, customs, gate and baggage handling fees.

C. Departmental Fiscal Review: Debbie Anderson

**III. REVIEW COMMENTS**

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

ASD 5/12/23  
 OFMB 9A 5/11  
 Ew 5/12/23  
John J. Jackson 5/18/23  
 Contract Dev. and Control  
 TMB 5/17/23

**B. Legal Sufficiency:**

Anne Helgenst 5/22/23  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**CERTIFICATE**  
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Sara F. Zeidman is the Secretary of IBC Airways, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 30th day of March, 2023, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:


RESOLVED, that the Corporation shall enter into that certain Palm Beach International Airport Operating Permit between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Permit"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Joseph F. Costigan, the President of the Corporation, is hereby authorized and instructed to execute such Permit and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Permit.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Permit.

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 30th day of March, 2023.

  
\_\_\_\_\_  
[Signature]

Sara F. Zeidman, Secretary

Seal



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
12/27/2022

<b>PRODUCER</b>  Willis Towers Watson Willis Towers Watson Northeast, Inc. - Aerospace 300 S. Grand Avenue, Suite 2000 Los Angeles, CA 90071	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <u>Starr Indemnity &amp; Liability Company</u> INSURER B: INSURER C: INSURER D: INSURER E:
<b>INSURED</b> IBC Airways, Inc. 500 SW 34 <sup>th</sup> Street Fort Lauderdale, FL 33315	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	100 0005217	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Jeff Bolton, Asst Airport Properties Manager Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, Florida 33406	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Dave Keon</i>
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Willis Towers Watson Northeast, Inc., 300 South Grand Avenue, Suite 2000, Los Angeles, CA 90071  
Tel. +1 (213) 607-6300 | Fax. +1 (213) 607-6301 | Website. www.wtwco.com

**Broker Name & Contact:** Dave Koon  
Dave.Koon@wtwco.com

March 27, 2023

**CERTIFICATE OF INSURANCE**  
**Reference No. IBCA22-151**

**This is to Certify to:**

Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: properties@pbia.org

(Sometimes referred to hereinafter as the "Certificate Holder")

THIS IS TO CERTIFY that we, in our capacity as insurance broker to the Named Insured, have placed insurance covering their aviation operations as follows:-

1. **NAMED INSURED:**  
IBC Airways, Inc., and any firm or corporation affiliated to, subsidiary to, associated with or under the same management as any corporation herein named as now existing or shall hereafter be created.
2. **NAMED INSURED ADDRESS**  
500 SW 34<sup>th</sup> Street  
Fort Lauderdale, FL 33315
3. **POLICY PERIOD:**  
June 28, 2022 to June 28, 2023 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.
4. **GEOGRAPHICAL LIMITS:**  
Worldwide
5. **EQUIPMENT:**  
Make & Model: Per the Attached Schedule of Aircraft
6. **COVERAGE:**  
**Comprehensive Aviation Liability** Single Limit Bodily Injury and Property Damage and Passenger Liability for limits as per Schedule of Aircraft each occurrence  
Liability Arising Out of Airport Premises \$150,000,000 each occurrence  
Airside Auto Liability not less than \$5,000,000 each occurrence  
Aviation Personal Injury Liability Insurance \$25,000,000 any one offence and in the annual aggregate  
Passenger Baggage \$10,000 each passenger  
Cargo Legal Liability \$500,000 each occurrence

**Third Party War Risks Liability** limits as per Schedule in the annual aggregate but full limit applies in respect to passengers, baggage, cargo and mail on board the aircraft.

Annual aggregate limit(s) and/or sub-limit(s) may apply to some coverages referenced above.



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**7. CONTRACT(S):**

As respects contract between Named Insured and Certificate Holder(s). (hereinafter, the Contracts)

**8. SPECIAL PROVISIONS:**

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: Solely as respects: (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

The use of the term "Additional Insureds" (collectively, the "Additional Insureds", individually an "Additional Insured"), and when used in the context of coverage other than Liability Coverage, are solely for the purpose of identifying parties and does not, by virtue of the use of these terms convey any benefits or rights not provided for under the policies.

**Solely as respects Liability Coverage(s):** Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as are included as Additional Insureds as their respective interests may appear, warranted no operational interest. However, no party shall be included as an Additional Insured as respects its legal liability as manufacturer, repairer, supplier or servicing agent of the Equipment or any part thereof.

**Solely as respects All Coverage(s):** Insurers waive their rights of subrogation against the Additional Insureds but only to the same extent that the Named Insured has waived its rights of recovery against and/or indemnified the Additional Insureds in the Contract(s).

As respects each Certificate Holder's respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under these policies. The undersigned has been authorized by the insurers to issue this certificate on their behalf. If Certificates have been issued prior to the date of issue as listed, this Certificate cancels and supersedes each such Certificate. Aggregate limit(s) may be reduced or exhausted by claims made in respect of any interest insured under the policy(ies).

**Authorized Representative**

**SEVERAL LIABILITY NOTICE** - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



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**SCHEDULE OF AIRCRAFT**

<b>Aircraft Make &amp; Model</b>	<b>Reg #</b>	<b>Aircraft Physical Damage</b>	<b>Aircraft Liability Limit</b>	<b>Passenger Liability Sub-Limit</b>	<b>Third Party War Liability Aggregate</b>	<b>Deductible</b>
1998 ERJ145EP	N241BC	All Risks	\$150,000,000	N/A	\$50,000,000	\$100,000 IM / \$100,000 NIM



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Tel. +1 (213) 607-6300 | Fax. +1 (213) 607-6301 | Website. [www.wtwco.com](http://www.wtwco.com)

**SECURITY (the "Insurers")**

June 28, 2022 to June 28, 2023 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**Aircraft Hull All Risks and Aircraft Liability Insurance:**

<b>Insurers</b>	<b>Policy Numbers</b>
XL Specialty Insurance Company Through AXAXL Aerospace	UA00002539AV22A
And other insurers placed by Willis Towers Watson Global Aerospace	

**Excess Aircraft Liability Insurance:**

<b>Insurer</b>	<b>Policy Number</b>
XL Specialty Insurance Company Through AXAXL Aerospace	UA00015344AV22A

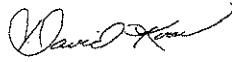
**PLEASE READ CAREFULLY**

Under the attached certificate, Insurers have agreed to give notice in certain circumstances. **However, please be aware that notwithstanding anything contained in the attached certificate, notice will only be passed on to the parties detailed herein utilizing e-mail. As e-mail is the most efficient way for notice to be forwarded to you, please provide this information to us at [Dave.Koon@wtwco.com](mailto:Dave.Koon@wtwco.com). Please note that failure to advise us of your current details will not enable us to pass on any notice received.**

**Please advise us promptly of any changes that need to be made to this schedule by e-mail.**

**We would remind you that notices are effective from the time of issuance by Insurers.**



CIVIL AIRCRAFT CERTIFICATE OF INSURANCE (To be completed only by the insurer or an authorized representative.) Please read Privacy Act Statement and Instructions on back before completing.		1. TODAY'S DATE: (YYYYMMDD) Jun 24, 2022	OMB No. 0701-0050 20231231	
The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-informationcollections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.				
<b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. SEND COMPLETED FORM TO THE APPROPRIATE ADDRESS ON BACK.</b>				
<b>2. INSURER</b>		<b>3. INSURED (User)</b>		
a. NAME See Attached Schedule		a. NAME IBC Airways, Inc.		
b. ADDRESS (Street, City, State and ZIP Code)		b. ADDRESS (Street, City, State and ZIP Code) 500 SW 34th Street, Fort Lauderdale, FL 33315		
<b>4. AIRCRAFT POLICY DATA</b>				
POLICY NUMBER(S) a. See Attached Schedule	EFFECTIVE DATE (YYYYMMDD) b. 2022-06-28	EXPIRATION DATE (YYYYMMDD) c. 2023-06-28	GEOGRAPHICAL AREA OR LIMIT OF POLICY COVERAGE d. Worldwide	
			AIRCRAFT REGISTRATION NUMBER(S) e. N241BC	
<b>5. AIRCRAFT LIABILITY COVERAGE</b>				
AMOUNT OF INSURANCE FOR (Must be stated in U.S. Dollars)		BODILY INJURY a.	PROPERTY DAMAGE b.	PASSENGER c.
	(1) EACH PERSON			
	(2) EACH ACCIDENT			
<b>6. SINGLE LIMIT</b> (If the aircraft are insured with a single limit of liability, the amount of the single limit must be equal to or greater than the combined amount of bodily injury, property damage, and passenger liability specified in applicable military regulations listed in NOTE 1 on back.) (Must be stated in U.S. Dollars.) \$100,000,000 COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE				
<b>7. EXCESS LIABILITY</b> (If the aircraft are insured by a combination of primary and excess policies, the combined amounts of bodily injury, property damage and passenger liability, respectively must be equal to or greater than those specified in applicable military regulations listed in NOTE 1 on reverse.) (Note: When this entry is completed, include primary policy numbers or amounts over which the excess applies. Show whether excess applies to bodily injury, property damage, or passenger liability.) (Must be stated in U.S. Dollars.)				
<b>8. PROVISIONS OF ADMENDMENTS OR ENDORSEMENTS OF LISTED POLICY(IES)</b>				
a. The insurer waves any right of subrogation the insurer may have against the United States by reason of any payment under the policy(ies) for damage or injury which might arise out of or in connection with the insured use of any military installation or facility.		c. If the insurer cancels or reduces the amount of insurance afforded under the listed policy(ies), the insurer shall send written notice of the cancellations or reduction to the applicable address listed in NOTE 2 on reverse, by registered mail at least thirty days in advance of the effective date of cancellation; the policy must state that any cancellation or reduction will not be effective until at least thirty days after such notice is sent, regardless of the effective date specified therein.		
b. The insurance afforded by the policy(ies) encompasses the liability assumed by the insured under DD Form 2402, Hold Harmless Agreement, which is incorporated herein by reference.		d. If the insured requests cancellation or reduction, the insurer shall notify the applicable addressee listed in NOTE 2 on reverse immediately upon receipt of such request.		
<b>9. CERTIFICATION</b> (To be completed by Authorized Insurance Official) I certify that insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer. This certificate is valid until the expiration date(s) shown in item 4 unless canceled or superseded in writing, in accordance with items 8c and d.				
a. TYPED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE David Koon		b. SIGNATURE (Blue Ink) 		
c. TITLE Senior Vice President		d. TELEPHONE NUMBER (Include Area Code) 213-607-6290		

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 49 U.S.Code, Section 44502(d)

**PRINCIPAL PURPOSE(S):** Provides an insurance company's certification of current third party insurance liability for an individual or corporation that operates civil aircraft at military aviation facilities.

**ROUTINE USE(S):** None. For Internal Use Only.

**DISCLOSURES:** Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate civil aircraft info military aviation facilities.

**INSTRUCTIONS FOR COMPLETION OF DD FORM 2400**

*This form is to be completed only by the insurer or authorized representative.*

1. Complete all applicable items. Continue below if additional space is required. Refer to item number(s).

2. Sign original of this form and send an e-mail copy to each approving authority to which a DD Form 2401 is submitted. This form must be signed with original signatures. Signature stamps, camera copied signatures, or any type facsimile signatures are unacceptable.

3. This form is available at [https://www.esd.whs.mil/Directives/forms/dd2000\\_2499/](https://www.esd.whs.mil/Directives/forms/dd2000_2499/)

4. All items are self-explanatory except:

Item 4d - List the geographical area or geographical limits within which the policy(ies) apply.

Item 4e - The statement "All aircraft owned or operated by the insured," is acceptable and preferred.

**IF ADDITIONAL SPACE IS REQUIRED, CONTINUE HERE** *(Refer to item number)*

# WillisTowersWatson

Willis Towers Watson Northeast, Inc., 300 South Grand Avenue, Suite 2000, Los Angeles, CA 90071  
Tel. +1 (213) 607-6300 | Fax. +1 (213) 607-6301 | Website. [www.willistowerswatson.com](http://www.willistowerswatson.com)

## SECURITY (the "Insurers")

June 28, 2022 to June 28, 2023 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

### Aircraft Hull All Risks and Aircraft Liability Insurance:

#### **Insurers**

XL Specialty Insurance Company Through  
AXAXL Aerospace

And other insurers placed by  
Willis Towers Watson Global Aerospace

#### **Policy Numbers**

UA00002539AV22A

### Excess Aircraft Liability Insurance:

#### **Insurer**

XL Specialty Insurance Company Through  
AXAXL Aerospace

#### **Policy Number**

UA00015344AV22A

## PLEASE READ CAREFULLY

Under the attached certificate, Insurers have agreed to give notice in certain circumstances. **However, please be aware that notwithstanding anything contained in the attached certificate, notice will only be passed on to the parties detailed herein utilizing e-mail. As e-mail is the most efficient way for notice to be forwarded to you, please provide this information to us at [Dave.Koon@willistowerswatson.com](mailto:Dave.Koon@willistowerswatson.com). Please note that failure to advise us of your current details will not enable us to pass on any notice received.**

**Please advise us promptly of any changes that need to be made to this schedule by e-mail.**

**We would remind you that notices are effective from the time of issuance by Insurers.**

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

<b>1. Air Transportation Company ("Permittee"):</b>  Permittee: IBC Airways, Inc.  Address: 610 SW 34 <sup>th</sup> Street, Ft. Lauderdale, FL 33315  Phone: 954-834-1715 (Nicole Moquin , Charter Sales)  Fax:	<b>2. Contact Person:</b>  Name: Patrick Mease  Title: Chief Pilot  Address: 610 SW 34 <sup>th</sup> Street, Ft. Lauderdale, FL 33315  Phone: 786-264-5961  Mobile: 330-466-8273  Fax: _____  E-mail: Patrick.Mease@IBCairways.com
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**3. Ground Handler Contact Information:**

Ground Handler: G2 SECURE STAFF - FLIGHT SERVICES

Contact: MADÉLINE LIMA Phone: 561-284-9717

E-mail: MLIMA@G2SECURESTAFF.COM

**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 at its sole expense, in force and effect at all times during the term of this Permit, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Permit. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Permittee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Permittee under the Permit. Permittee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Aviation Liability/Commercial General Liability Insurance. Permittee shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (1) Fifty Million Dollars (\$50,000,000) in the event Permittee is operating aircraft with fifty (50) seats or less, or (2) One Hundred Million Dollars (\$100,000,000) in the event Permittee is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar (\$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. In the event Permittee is authorized to serve alcoholic beverages on the Airport, Permittee shall provide an endorsement to the Permittee Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

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

(\$5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Permittee's operations under this Permit do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- D. Workers' Compensation Insurance & Employer's Liability: Permittee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Permittee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.
- F. Waiver of Subrogation: Except where prohibited by law, Permittee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- G. Certificates of Insurance: On execution of this Permit, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Permit, the Permittee shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Permit have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: [properties@pbia.org](mailto:properties@pbia.org)

- H. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**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,

**PALM BEACH INTERNATIONAL AIRPORT**  
**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, scrutinized companies requirement pursuant to F.S. 287.135, 215.4725 and 215.473 and the nondiscrimination provisions as shown in Attachment "B".

**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: /s/ Anne Helfant  
County Attorney

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

By: Laura Burke  
Director

Date: 3-31-23

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

Witness

ANDREA L. BARRAGUER  
Typed or printed name

Witness

REINILZ GONZALEZ

**PERMITTEE**

By: Joseph F. Castigan  
Signature

Joseph F. Castigan  
Typed or printed name

Title: President

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

**Flight Operation #1:**

Arrive PBI Date: 4/3/2023 Time: 1048am Origin: MHH Destination: PBI

Depart PBI Date: 4/3/2023 Time: 1200PM Origin: PBI Destination: PGV

**Terminal Usage:**

Per Use Ticket Counter: \_\_\_\_\_ Estimated time of usage: \_\_\_\_\_

**Aircraft Information:**

Name of Aircraft Operator: IBC Airways, Inc.

Aircraft Description: Embraer 145

Maximum Gross Landing Weight: 45,250 pounds

Estimated Number of Passengers: 30

**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:**

**PALM BEACH INTERNATIONAL AIRPORT  
OPERATING PERMIT APPLICATION FORM**

**6. Other Information:**

Provide any other information pertinent to the proposed operations at the Airport.

ADHOC CHARTER

4/1/23 MIA / MHH 30 PAX

4/3/23 MHH / PBI 30 PAX 10:48 AM ARRIVAL

4/3/23 PBI / PBV 30 PAX 1200 DEPART

**7. Signature of Applicant/Permittee**

The undersigned Applicant/Permittee certifies that the information contained herein is complete and correct. Applicant/Permittee expressly acknowledges that false information given by Permittee relating to the requested Permit shall constitute a violation of the Permit by Permittee.

David Shogun

Manager

3-27-23

Signature of Applicant/Permittee

Title

Date



**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 1 of 3)**

Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Permittee warrants and represents that throughout the term of the Operating Permit, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Operating Permit.

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Operating Permit.
2. **Nondiscrimination:** Permittee, with regard to the work performed by it during this Operating Permit, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Operating Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Permittee of Permittee's obligations under this Operating Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Permittee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Permittee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this Operating Permit, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Permittee under this Operating Permit until Permittee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Permittee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Permittee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Permittee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Permittee may request the United States to enter into the litigation to protect the interests of the United States.

**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 2 of 3)**

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Permittee for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Permittee will use the Permittee Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter or re-enter and repossess the Permittee Premises and the facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 3 of 3)**

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Operating Permit for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").**

This Operating Permit may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Permittee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, the transferee is obligated in the same manner as Permittee. This provision obligates Permittee for the period during which the property is owned, used or possessed by Permittee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.