

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>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<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 4100 Department 120 Unit 8340 RSource 6999
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review:

Debbie Jensen

III. REVIEW COMMENTS

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

ASDella 5/12/23
 OFMB 9A 5111
Efw
 5-12-23

John J. ... 5/16/23
 Contract Dev. and Control
 5/16/23

B. Legal Sufficiency:

Anne Helgenst 5/17/23
 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)

RESOLUTION NO. R-2023-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING A STANDARD FORM UNMANNED AIRCRAFT SYSTEM ACTIVITY PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE A STANDARD FORM UNMANNED AIRCRAFT SYSTEM PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (“County”), by and through its Department of Airports (“Department”), owns and operates the Palm Beach County Glades Airport (“PHK”) and the North Palm Beach County General Aviation Airport (“F45”) (collectively, the “Airports”), located in Palm Beach County, Florida; and

WHEREAS, Section 1-3(c) of the Palm Beach County Airport Rules and Regulations (the “Rules”) provides that no person shall conduct a commercial activity on any Airport without first obtaining a written agreement, permit or other appropriate approval authorizing such activity from the Department of Airports or County; and

WHEREAS, Unmanned Aircraft Systems 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 for the privilege of operating Unmanned Aircraft Systems at the Airports; and

WHEREAS, the Department has developed a Unmanned Aircraft System Activity Permit to address safety and operational concerns associated with the operation of Unmanned Aircraft Systems at the Airports; and

WHEREAS, it is in the public interest to allow unmanned aircraft system operators to use Airport facilities subject to the provisions and limitations in the standard form Unmanned Aircraft System Activity Permit in the form attached hereto and incorporated herein as Attachment “A” (the “Permit”); and

WHEREAS, the Board of County Commissioners (the “Board”) desires to authorize the County Administrator or designee to execute the standard form Permit; and

WHEREAS, the delegation to the County Administrator or designee to execute a standard form Permit would eliminate delays caused by requiring the Permit to be brought before the Board for approval, which is consistent with the goal of the Board 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 hereby authorizes the County Administrator or designee to execute the standard form Permit, attached hereto and incorporated herein by reference as Attachment "A", on behalf of the Board. The County Administrator or 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 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 a designee of the County Administrator.

3. 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.

4. Effective Date. This Resolution shall become effective immediately upon adoption.

(Continued on Following Page)

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 Gregg K. Weiss, Mayor	-
Commissioner Maria Sachs, Vice Mayor	-
Commissioner Maria G. Marino	-
Commissioner Michael A. Barnett	-
Commissioner Marci Woodward	-
Commissioner Sara Baxter	-
Commissioner Mack Bernard	-

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**

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Helgenst
County Attorney

**ATTACHMENT "A"
TO
RESOLUTION**

**PALM BEACH INTERNATIONAL AIRPORT
UNMANNED AIRCRAFT SYSTEMS PERMIT**

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
GENERAL AVIATION AIRPORT
UNMANNED AIRCRAFT SYSTEM ACTIVITY PERMIT

This General Aviation Airport Unmanned Aircraft System Activity 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") (the County and the Permittee each a "Party" and together the "Parties").

WITNESSETH:

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

WHEREAS, Permittee has received a Certificate of Waiver or Authorization ("COA") from the Federal Aviation Administration ("FAA") and desires to base and operate certain Unmanned Aircraft Systems ("UAS") at the Airport(s) in accordance with the terms of this Permit.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Authorized Airport. This Permit authorizes Permittee to conduct UAS Operations, as defined below and in accordance with the terms of this Permit, at _____ (the "Authorized Airport(s)").
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____** **OR September 30, 20____** (the "Initial Term"). This Permit shall be automatically renewed at one (1) year intervals thereafter upon the expiration of the then current term (each, a "Renewal Term"); provided that: (i) this Permit has not been earlier terminated by either Party; (ii) Permittee has not been provided a notice of non-renewal; and (iii) 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 date of the later signature, the "Effective Date").
3. UAS Operations. Subject to the terms, conditions and limitations of this Permit and the COA, County hereby grants Permittee the non-exclusive right to operate Registered UAS and Vehicles at the Authorized Airport(s), subject to the operational restrictions, limitations and requirements established by the Department for UAS operations, as set forth in this Permit and as further detailed in the "UAS Operational Guidelines", attached hereto as Exhibit "A", which may be updated or amended from time to time by the Department, and which shall become a part of this Permit upon written notice.
4. Registered UAS and Vehicles.
 - A. Permittee shall be permitted to use only UAS, vehicles and ground support equipment which Permittee has sufficient ownership or control of, such as by ownership or lease, and which are registered as required by local, state or federal regulations. Permittee shall promptly provide the Department with a schedule of all UAS, vehicles and ground support equipment to be utilized by Permittee for UAS Operations at the Airport in connection with this Permit (the "Registered UAS and Vehicles"). Permittee shall provide appropriate documentation evidencing sufficient ownership or control, registration, and proper insurance coverage for Registered UAS and Vehicles.

- B. Permittee shall promptly notify Department in writing of any changes to or modifications to the schedule of Registered UAS and Vehicles. The schedule of Registered UAS and Vehicles may be amended by County from time to time, without formal amendment to this Permit, upon request of the Permittee
 - C. Registered UAS and Vehicles shall be equipped with all safety, lighting and communication equipment, and shall be maintained, as required by local, state or federal law and regulations, and in accordance with manufacturer's guidelines and requirements.
 - D. Registered UAS and Vehicles shall be visibly marked with Permittee's name; provided, however, the Permittee shall not use any portion of the Airport for advertisement or promotion of Permittee's services or business.
 - E. Registered UAS and Vehicles shall give way to other aircraft at all times.
 - F. Any accident or incident involving Registered UAS and Vehicles in the conduct of Permittee's operations at the Authorized Airport(s) shall be promptly reported to the Department's Operations Division.
5. Conduct and Use of Airport and Designated Areas by Permittee.
- A. UAS Operations shall be confined and restricted to the areas, routes or portions of the Airport, including movement and non-movement areas, identified in writing by the Department (the "Designated Areas"). Permittee acknowledges the location or identification of Designated Areas may change from time to time, upon written notice to Permittee by the Department. Permittee's use and occupancy of the Designated Areas 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 Areas. The rights of Permittee to use the Designated Areas 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 Areas 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 Areas are closed or suspended, 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 the Designated Areas solely and exclusively for its UAS Operations. Permittee shall not perform any maintenance or construct any improvements whatsoever on the Designated Areas, and Permittee shall remove all of Permittee's property, equipment and materials from the Designated Areas immediately upon the cessation of UAS Operations within the Designated Areas. Permittee shall not use or permit, nor allow any person within its control to use or permit, the Designated Areas or any other portion of the Airport for any purpose other than the UAS Operations authorized herein.
 - C. Any repairs or service of Registered UAS and Vehicles at the Airport shall be performed only in facilities approved by the Department; the repair and servicing of any UAS, vehicles or ground support equipment other than Registered UAS and Vehicles is prohibited.
 - D. Permittee shall ensure that all fueling activities associated with its UAS Operations occur only in areas specifically and expressly designated by the Department for such purpose. Permittee shall fuel Registered UAS and Vehicles only from entities authorized by the County to provide fueling services at the Authorized Airport(s), and shall not self-fuel Registered UAS and Vehicles unless expressly authorized in writing by the Department.

- E. Permittee shall maintain radio communication on the Airport's Common Traffic Advisory Frequency ("CTAF") at all times that Registered UAS and Vehicles are in operation at the Authorized Airport(s). Permittee shall communicate all intentions on CTAF, including, but not limited to, taxi, takeoff, pattern and landing intentions.
- F. Permittee shall maintain approved fire extinguishers at all times. Permittee's personnel shall be properly trained in the proper use of fire extinguishers.

6. Obligations of Permittee.

- A. 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, the COA, and any other approval, limitation, or restrictions imposed by the FAA. 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, or for any activity or operation conducted by Permittee on the Authorized Airport(s). Upon request by Department, Permittee shall provide to Department certified copies of any and all permits and licenses pertaining to Permittee's UAS Operations that Department may request. Permittee shall promptly provide the Department with a copy of any new, updated or revised COA.
- B. Conduct. Permittee shall conduct its activities at the Authorized Airport(s) 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 Authorized Airport(s). 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.
- C. 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 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.
- D. 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 Authorized Airport(s). 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.
- E. 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 Authorized Airport(s). 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.

F. Acknowledgments by Permittee. Permittee acknowledges and agrees that County has made no representations whatsoever regarding Permittee's ability to use the Authorized Airport(s) for the purposes set forth in this Permit. Permittee shall ensure that its agents, employees, officers, representatives, guests, invitees, licensees, contractors and patrons entering the Authorized Airport(s) with or without Permittee's consent or knowledge comply with all applicable laws on the Authorized Airport(s). Permittee acknowledges and agrees that failure to comply with the requirements of this Paragraph 6 and any subparagraph thereof 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.

7. Signs and Improvements. Permittee shall not place or erect any signs, emblems or advertising on the Authorized Airport(s), and shall make no improvements, alterations or additions on, upon, or to the Authorized Airport(s) whatsoever.

8. Condition of Airport. Permittee accepts the Authorized Airport(s), including the Designated Areas, 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 Authorized Airport(s) including, but not limited to, any warranties or representations relating to the physical condition of the Authorized Airport(s) or Designated Areas or any improvements located therein, or the suitability of the Authorized Airport(s) or Designated Areas or any improvements for Permittee's intended use. County shall have no obligation whatsoever to repair or improve any area of the Authorized Airport(s) to accommodate Permittee's operations pursuant to this Permit.

9. Waste or Nuisance. Permittee shall not commit or suffer to be committed any waste upon the Authorized Airport(s) or any nuisance or other act or thing which may result in damage or depreciation of value of the Authorized Airport(s).

10. Non-Discrimination. Permittee represents and warrants to County that Permittee shall comply with all Nondiscrimination Requirements set forth in Exhibit "C" attached hereto (the "Nondiscrimination Requirements"), as may be updated or amended by County upon written notice to Tenant, without formal amendment to this Permit.

11. Repairs & Maintenance. Permittee shall repair any damage caused to the Authorized Airport(s) or any improvement thereon by Permittee's operations or Permittee's use of the Authorized Airport(s) or Designated Areas. Permittee shall be responsible for removing any trash or debris resulting from Permittee's operations. In the event of damage to the Authorized Airport(s) or Designated Areas, County may, in its sole discretion, complete the necessary repairs, in which case Permittee shall reimburse County for all expenses incurred by County, plus twenty-five percent (25%) administrative overhead. Permittee shall reimburse County within fifteen (15) days of the date of the County's invoice.

12. Security. Permittee acknowledges and accepts full responsibility for the security and protection of any and all of Permittee's personal property now existing or hereafter placed on or upon the Authorized Airport by Permittee, and for the prevention of unauthorized access to the Authorized Airport(s) by persons under its control. 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.

13. 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 "B" (the "Insurance Requirements"), attached hereto and incorporated herein.

14. 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 in, upon or at the Authorized Airport(s); (ii) the occupancy or use by Permittee of the Authorized Airport(s) 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.

15. Assignment. Permittee may not assign, sublet or rent any portion of the Authorized Airport(s), or the rights granted under this Permit.

16. Termination.

- A. Violation of Permit Conditions. The Department, on behalf of the County, may terminate or suspend this Permit in the event Permittee violates any terms, conditions or provisions of the Airport Rules and Regulations or this Permit, including the UAS Operational Guidelines. In the event this Permit is terminated or suspended, Permittee shall have no right to use Designated Areas or engage in UAS Operations at the Authorized Airport(s).
- 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 Authorized 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 Areas on the Authorized Airport(s) for UAS Operations, 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.

17. 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; provided, however, the Department reserves the right to declare Permittee in default of this Permit and terminate Permittee rights hereunder immediately upon any violation of the agreements, covenants or conditions of this Permit that the Department determines in its sole discretion constitutes an unacceptable safety and security risk to persons or property. A default by Permittee of any other agreement, permit or lease between County and Permittee, which default has not been cured within the applicable cure period provided in such agreement, permit or lease, shall constitute a default of this Permit.

18. 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.

19. 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 property constituting the Authorized Airport(s) or improvements thereon, of which the Designated Areas are a part, and shall be given only such effect as will not conflict with nor be inconsistent with the terms and conditions thereof. 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 Airports, 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 Airports.

20. 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 Authorized Airport(s) and Designated Areas for UAS Operations. 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.

21. 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: Director of Airports
Fax: (561) 471-7427

With a copy to:
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Director of Airport Operations
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.

22. Recording. Permittee shall not record this Permit or any memorandum or short form thereof.
23. 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.
24. 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.
25. 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.
26. Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
27. 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.
28. 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.
29. No Third Party Beneficiaries. No provision of this Permit is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Permit, including, but not limited to, any citizen or employees of County and/or Permittee.
30. Permittee Not an Agency of the County. Neither issuance of this Permit, nor any acts of Permittee under this Permit shall in any way constitute Permittee as an agent, contractor, partner, or employee of the County for any purpose.
31. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Permittee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[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: _____

(Seal)

EXHIBIT A"

PALM BEACH COUNTY DEPARTMENT OF AIRPROTS

UAS OPERATIONAL GUIDELINES

The following UAS Operational Guidelines are set forth as minimum guidelines, and may be updated or amended from time to time by the Department. Updated or amended UAS Operational Guidelines shall become part of this Permit upon written notice, without formal amendment to this Permit.

RADIOS/COMMUNICATION

- Aviation radios shall be required to monitor and talk on CTAF – 123.075 for drone and all support vehicles.
- Limit the number of vehicles on the AOA supporting operations. No personal vehicles or vehicles that do not have an aviation radio.
- Communication
 - Communicate all intentions on CTAF - including taxi, takeoff, pattern and landing communications.

FUELING/FIRE SAFETY

- No self-fueling of aircraft or vehicles. Ensure that authorized fueling activities occur only in authorized areas.
- A minimum of two (2) 40# B:C fire extinguishers shall be readily available at all times with personnel trained in their use.

VEHICLE OPERATIONS

- All vehicles shall give way to aircraft at all times.
- Properly trained personnel, to include drone pilot and support staff, shall be present if maneuvering an aircraft or vehicle on active taxiways/runways. Palm Beach County Department of Airports (DOA) may require training for those individuals operating an aircraft or vehicle in the Non-Movement and/or Movement Areas.
- All support vehicles must be properly marked with company name and amber flashing/strobe lights.
- No support vehicle vehicles shall operate on active runways without authorization. If a support vehicle crosses any runway, operator shall announce the crossing on the CTAF (F45 - 123.075, PHK – 122.80). Should the aircraft become disabled or assistance is required, contact with Airport Operations is required to issue a NOTAM or restrict the area to air traffic.
- Any accident involving motor vehicles on the airport shall be reported to the DOA Airport Operations.
- UAS and support vehicles are required to be maintained by permittee/operator at all times and all components and safety equipment shall remain in good working order at all times (lights, tires, etc.).

AIRCRAFT OPERATIONS

- Permittee shall provide a copy of the FAA-issued Certificate of Waiver or Authorization (COA) to the DOA. If COA is revised or updated, a new copy shall be provided to DOA.
- Operate in designated area only. Other designated areas require prior authorization from DOA Airport Operations. Airport may change the designated area at any time based on airport activity, such as construction, special events, etc.
- Prior to each flight, notification shall be made to Airport Operations at 561-471-7420 or backup 561-308-4029, to advise of flight operations (date/time and anticipated duration of flight). Additionally, contact the airport Fixed Base Operator (FBO), currently Signature Flight Support, to provide notification of flight operations. DOA may issue NOTAMs advising of drone activity at/in vicinity of Airport based on flight operation information. At the conclusion of each flight, appropriate notification shall be made to DOA Airport Operations and the airport FBO.
- Fly and maintain established traffic patterns/altitudes and comply with FAA FAR Part 91.
- Clear runway expeditiously and locate aircraft past hold position markings as to not obstruct the taxi or flow of other aircraft activity. Do not loiter on ramps or taxiways.
- Properly trained personnel, to include drone pilot and support staff, shall be present if maneuvering an aircraft or vehicle on active taxiways/runways.
- UAS shall operate any FAA-required safety illumination equipment, such as beacon, strobes, landing light, etc. during all phases of flight and ground operations.
- UAS shall be registered as required by local, state or federal regulations.
- UAS shall be maintained as required by local, state or federal regulations, and in accordance with manufacturer's suggestions or requirements. Any repairs or service shall be conducted in authorized facilities only.

EXHIBIT "B"
INSURANCE REQUIREMENTS

A. Aircraft Liability/Unmanned Aircraft Systems. Permittee shall maintain with respect to all aircraft owned, leased or operated by Permittee Aircraft Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence. 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 One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) each occurrence. If applicable, 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. If applicable, 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, e-mail Properties@pbia.org.**"

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.

EXHIBIT "C"
NONDISCRIMINATION REQUIREMENTS

WHEN USED HEREIN, THE TERM "CONTRACTOR" MEANS TENANT-LESSEE-LICENSEE-CONCESSIONAIRE-OPERATOR-PERMITTEE OR OTHER PARTY TO AN AGREEMENT WITH PALM BEACH COUNTY.

COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach 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 CONTRACTOR warrants and represents that throughout the term of the Agreement, 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 Agreement.

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: CONTRACTOR 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 Agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during this Agreement, 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. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement 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 CONTRACTOR 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 CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR 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, CONTRACTOR 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 Agreement, 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 CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 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. CONTRACTOR 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 CONTRACTOR will use the CONTRACTOR Premises and any License Area 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 Agreement and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

CONTRACTOR 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. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement 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 CONTRACTOR 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 Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

This Agreement 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. CONTRACTOR 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. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR 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.