

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: June 3, 2025**

☒ Consent      ☐ Regular  
☐ Workshop      ☐ Public Hearing

**Submitted By: Department of Airports**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** Operating Permit with DHL Air (UK) Limited (DHL), a United Kingdom limited liability company, authorizing use of facilities at the Palm Beach International Airport (PBI) for a single flight operation to Adolfo Suárez Madrid–Barajas Airport (MAD) on February 22, 2025, and providing for payment of fees by DHL in the amount of \$2,014.20.

**Summary:** The Operating Permit authorized DHL to use the facilities at PBI for a single charter flight to MAD on February 22, 2025. Charges include landing, parking, and escort fees in the amount of \$2,014.20. Resolution 2014-1709 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Operating Permit. **Countywide (AH)**

**Background and Justification:** DHL is an airline headquartered in England and Wales. DHL requested an Operating Permit to use the facilities at PBI for a single flight operation.

**Attachments:**

1. Operating Permit (1) (w/ Attachments A, B & C)

Recommended By: SL

**Department Director**

4/29/25  
Date

**Approved By:**

**Assistant County Administrator**

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

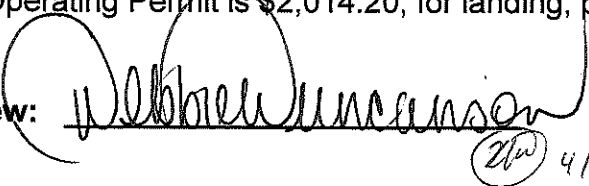
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
Operating Revenues	(\$2,014)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$2,014)	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is item included in proposed budget? Yes No X  
Does this item include the use of federal funds? Yes No X  
Does this item include the use of state funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 8320 / 8430 / 8450  
Resource 4401 / 4479 / 4405 Reporting Category

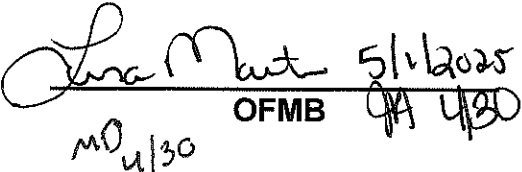
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact for this Operating Permit is \$2,014.20, for landing, parking and escort fees.


C. Departmental Fiscal Review:  4/29/25

III. REVIEW COMMENTS

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



OFMB 5/1/2025



Contract Dev. and Control 5/1/25

B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

Department Director

# Palm Beach

INTERNATIONAL AIRPORT



## PALM BEACH INTERNATIONAL AIRPORT OPERATING PERMIT APPLICATION FORM

Air Transportation Companies requesting to conduct business at the Palm Beach International Airport ("Airport" or "PBI") on an on-demand or short term basis are required to obtain an Operating Permit. <sup>1</sup> Air Transportation Companies may schedule up to a maximum of six flight operations per Operating Permit. For purposes of an Operating Permit, a flight operation consists of one aircraft landing and takeoff. An Operating Permit may be issued no more than three times per calendar year. Air Transportation Companies requesting more than three Operating Permits in a single calendar year shall be required to obtain a non-signatory airline agreement. In order to be issued an Operating Permit, an Air Transportation Company must complete and submit the following items by fax, mail or e-mail to:

Palm Beach County Department of Airports  
Properties Division  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Phone: (561) 471-7403  
Fax: (561) 471-7427  
E-mail: [properties@pbia.org](mailto:properties@pbia.org)

1. **Completed Operating Permit Application Form.**  
Complete an Operating Permit when flight and operational issues are confirmed.
2. **Evidence of Insurance**  
See paragraph 5 of Operating Permit for required insurance coverage types and amounts.
3. **Air Carrier Certificate**  
Air Transportation Companies must provide a copy of their Air Carrier Certificate issued by the Federal Aviation Administration.
4. **Human Trafficking Affidavit**  
Permittee must execute a Nongovernmental Entity Human Trafficking Affidavit. See Exhibit "C", of Operating Permit.
5. **Corporate Documentation (including signature authority)**  
Permittee must provide Corporate Documentation, which shall include up-to-date signature authority for Permittee's officer authorized to execute the Operating Permit on Permittee's behalf.

An estimate of applicable fees and charges will be provided to the applicant following receipt of the above-referenced information. Estimated fees and charges must be submitted in advance of each flight operation. In the event of a flight cancellation unrelated to weather or other emergency condition, fees and charges for the cancelled flight that were paid in advance will be refunded upon request. Voluntary flight cancellations shall be subject to a fifty percent (50%) refund provided that the Department of Airports has been given no less than 48 hours prior written notice of the cancellation. Voluntary flight cancellations occurring with less than 48 hours prior written notice shall not be eligible for a refund.

Usage of gate and ticket counter locations shall be coordinated through the Department of Airports Operations and Properties Divisions no less than 15 days in advance of each flight operation. Air Transportation Companies shall be responsible for providing all necessary equipment for its flight operations, including, but not limited to, baggage scales and computer equipment.

Additional information may be required upon request of the Department of Airports.

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<sup>1</sup> An Operating Permit is not required for flight operations conducted at fixed base operator general aviation facilities.

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

<b>1. Air Transportation Company ("Permittee"):</b>  Permittee: <u>DHL AIR (UK) LIMITED</u>  Address: <u>EMA CARGO, EAST MIDLANDS AIRPORT</u> <u>CASTLE DONINGTON, DERBY, DE74 2TR.</u>    Phone: <u>+ 44 (0) 1332 857810</u>  Fax: <u>+44 (0) 1332 857811</u>	<b>2. Contact Person:</b>  Name: <u>PHIL GREETHAM</u>  Title: <u>MR</u>  Address: <u>EMA CARGO WEST,</u> <u>EAST MIDLANDS AIRPORT,</u> <u>CASTLE DONINGTON, DERBY, DE74 2TR</u>  Phone: <u>+44 (0) 1332 857207</u>  Mobile: <u>+44 (0) 7876395689</u>  Fax: <u>N/A</u>  E-mail: <u>phil.greetham@dhl.com</u>
<b>3. Ground Handler Contact Information:</b>  Ground Handler: <u>James Eades</u>  Contact: <u>Ground Handler Phone: (+1) 859 3919260</u> <u>Phone: (+1) 859 3919260</u>  E-mail: <u>james.eades@dhl.com</u>	
<b>4. Description of Permitted Flight Operations:</b> A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports (" <u>Department of Airports</u> ") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.	
<b>5. Insurance Requirements:</b> Permittee shall maintain 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. <u>Aviation Liability/Commercial General Liability Insurance.</u> 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.  B. <u>Aircraft Liability Insurance.</u> Permittee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Permittee, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars (\$100,000,000) Each Occurrence.  C. <u>Business Automobile Liability Insurance.</u> Permittee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not	

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

less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Permittee's operations under this Permit require vehicle access to the aircraft operations area, Permittee shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$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, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would

<p>not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.</p>
<p><b>7. Facilities Usage:</b></p> <p>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.</p>
<p><b>8. Fees &amp; Charges:</b></p> <p>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.</p>
<p><b>9. Laws, Regulations and Requirements:</b></p> <p>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".</p>
<p><b>10. Revocation of Permit:</b></p> <p>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.</p>
<p><b>11. Signature:</b></p> <p>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.</p>
<p><b>12. Human Trafficking Affidavit:</b></p> <p>Permittee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Permittee has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.</p>

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

<b>Flight Operation #1:</b>			
Arrive PBI Date:	Sat 22nd Feb 2025	Time: 14:55 (EST) / 19:55 (UTC)	Origin: CVG Destination: PBI
Depart PBI Date:	Sat 22nd Feb 2025	Time: 18:55 (EST) / 23:55 (UTC)	Origin: PBI Destination: MAD
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	NO Estimated time of usage: NONE		
<b>Aircraft Information:</b>			
Name of Aircraft Operator: DHL AIR (UK) LIMITED			
Aircraft Description: BOEING 767-300BCF (Registration: G-DHLP)			
Maximum Gross Landing Weight: 147,871 kgs / 326,000 lbs			
Estimated Number of Passengers: 6 Persons (2 Flight Crew, 1 Loadmaster, 3 Animal Attendants)			
<b>Flight Operation #2:</b>			
Arrive PBI Date:		Time:	Origin: Destination:
Depart PBI Date:		Time:	Origin: Destination:
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	Estimated time of usage:		
<b>Aircraft Information:</b>			
Name of Aircraft Operator:			
Aircraft Description:			
Maximum Gross Landing Weight:			
Estimated Number of Passengers:			
<b>Flight Operation #3:</b>			
Arrive PBI Date:		Time:	Origin: Destination:
Depart PBI Date:		Time:	Origin: Destination:
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	Estimated time of usage:		
<b>Aircraft Information:</b>			
Name of Aircraft Operator:			
Aircraft Description:			
Maximum Gross Landing Weight:			
Estimated Number of Passengers:			

**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 1 of 2)**

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.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this Operating Permit, Permittee, 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);

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

- 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.

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

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. 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.

ATTACHMENT "C"  
NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of DHL AIR (UK) LIMITED,  
Permittee and attest that Permittee does not use coercion for labor or services as defined in Section 787.06, Florida  
Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]  
(Signature of officer or representative)

THOMAS WAGGE MANAGING DIRECTOR  
(Printed name of officer or representative)

State of United Kingdom

County of Derbyshire

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 21st  
day of JANUARY 2025 by THOMAS WAGGE

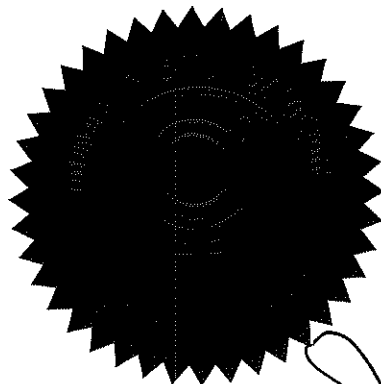
Personally known ☐ OR produced identification ☒

Type of identification produced United Kingdom Passport  
144591666

[Signature]  
NOTARY PUBLIC

My Commission Expires: DOES NOT EXPIRE

State of ENGLAND & WALES at large



Olivia Mona Davison  
Notary Public  
England & Wales  
Tel. +44 79 76 53 21 76  
Mail [oliviadavisonnotary@gmail.com](mailto:oliviadavisonnotary@gmail.com)  
4, Trent Lane DE72 2BT England

**NOTARIAL CERTIFICATE**  
(ENGLAND & WALES LIMITED COMPANY)

I, OLIVIA MONA DAVISON, a duly authorised notary public with office at 4, Trent Lane, Weston on Trent, DE72 2BT, ENGLAND, CERTIFY as follows:

1. DHL AIR (UK) LIMITED is a private limited company registered by the Registrar of Companies for England and Wales pursuant to the Companies Act 2006 under number 01671114 and with registered office at Southern Hub, Unit 1, Horton Road, Colnbrook, Berkshire, England SL3 0BB (the "Company").

2. THOMAS MACKLE is a director of the company a corporation organised and existing in good standing under the laws of the State of ENGLAND & WALES and that the following Resolution is a true and correct copy of a resolution passed by a duly convened board of the company adopted by the Board of Directors of the company on the 21<sup>st</sup> January 2025, in accordance with the laws of the State of ENGLAND & WALES and the Articles of Incorporation and constitution of the company

IT WAS RESOLVED, that the company shall submit an application for an operating permit to Palm Beach International Airport to be entered in to between Palm Beach County, a political subdivision of the State of Florida and the company (the "Agreement"), a copy of which is attached hereto; and

FURTHER RESOLVED, that THOMAS MACKLE a director of the company on record with the registrar of companies at Companies House for England & Wales was duly authorised to execute such Agreement and such other instruments as may be necessary and appropriate for the company to fulfill its obligations under the Agreement.

3. That the foregoing resolution has not been modified, amended, rescinded, revoked or otherwise changed and remains in full force and effect as of the date hereof.

4. That the Corporation is in good standing under the laws of the State of ENGLAND & WALES , and has the full power and authority to enter into such Agreement.

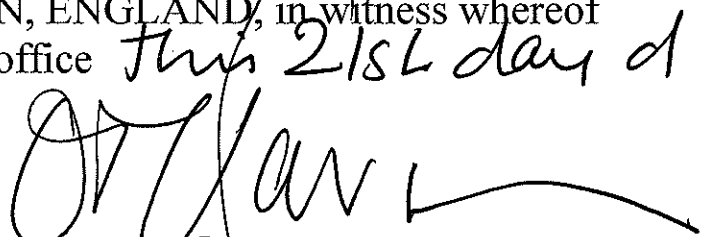
**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation this 21<sup>st</sup> day of January 2025 in Castle Donington, Derbyshire, ENGLAND

**DHL Air (UK) Limited  
EMA Cargo West  
East Midlands Airport  
Castle Donington  
Derby  
DE74 2TR  
United Kingdom**

  
\_\_\_\_\_  
**THOMAS MACKLE DIRECTOR  
DHL (Air) UK Limited**

THIS document was signed in my presence today by THOMAS MACKLE in CASTLE DONINGTON, ENGLAND, in witness whereof I have signed and affixed my seal of office

*This 21st day of  
January 2025*

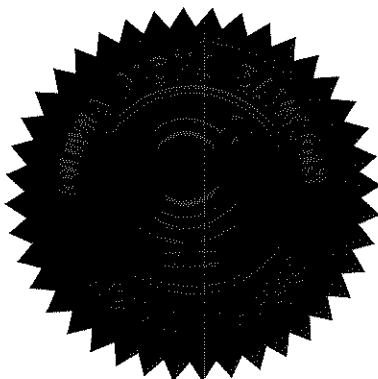


**OLIVIA MONA DAVISON  
NOTARY PUBLIC**

**ENGLAND & WALES**

**Protocol number 16/2025**

**My commission does not expire**



**NOTARIAL STAMP**

**Olivia Mona Davison  
Notary Public  
England & Wales  
Tel. +44 79 76 53 21 76  
Mail oliviadavisonnotary@gmail.com  
4, Trent Lane DE72 2BT England**

## DHL AIR (UK) LIMITED

Minutes of a meeting of directors of the above Company held  
at DHL Air (UK) Offices, East Midlands Airport  
on 21<sup>st</sup> January 2025

Present: Malcolm Macbeth  
Thomas Mackle

### 1. CHAIRMAN AND QUORUM

Malcolm Macbeth was appointed the Chairman of the meeting. The Chairman reported that a quorum was present and declared the meeting open.

### 2. DECLARATIONS OF INTEREST

Pursuant to the provisions of the Companies Act and the Company's articles of association, each of the directors declared that he had no interest in the business to be transacted by the meeting other than in his capacity as a director in other companies within the same group of companies.

### 3. PURPOSE OF MEETING

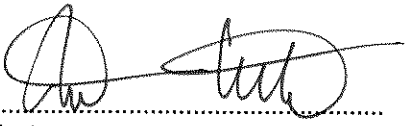
The Chairman stated that the meeting had been convened to submit an application (the "**Application**") for an Operating Permit to Palm Beach International Airport.

### 4. APPROVAL

The Application, in the form attached to this Minute for the sake of good order, was discussed and **IT WAS RESOLVED** that Thomas Mackle be hereby empowered to complete and sign the document on behalf of the Company.

### 5. ANY OTHER BUSINESS

There being no other business, the meeting was declared closed.

  
.....  
Chairman  
MANAGING DIRECTOR

CETTE PAGE EST RESERVEE AUX OBSERVATIONS OFFICIELLES (11)

OTHER ARE NO OFFICIAL OBSERVATIONS




Holder's signature/Signature du titulaire (10)



Passport No./Passeport No.  
144591666

15 NOV /NOV 33



20/05/19

P<GBRMACKLE<<THOMAS<<<<<<<<<<<<<<<<<<<<<<  
1445916662GBR6308269M3311156<<<<<<<<<<<<<<08

I certify this is a true copy  
of the original  
Sighted by me  
OLIVIA MONA DAVISON  
Notary Public  
England & Wales

I certify this is a true copy  
 of the original  
 Sighted by me  
 OLIVIA MONA DAVISON  
 Notary Public  
 England & Wales

Notary Public  
 L. Derby  
 21st January  
 2025.

Olivia Mona Davison  
 Notary Public  
 England & Wales  
 Tel. +44 79 76 53 21 76  
 Mail [oliviadavisonnotary@gmail.com](mailto:oliviadavisonnotary@gmail.com)  
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**Olivia Mona Davison**  
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viadavisonnotary@gmail.com  
Kent Lane DE72 2BT England.

DATE CERTIFICATE ISSUED: 01 November 2023

TO WHOM IT MAY CONCERN

**CERTIFICATE OF INSURANCE / REINSURANCE REFERENCE**  
**C23/DHK/0137**

BASIS	This Certificate of Insurance / Reinsurance is issued by Gallagher in respect of certain insurance policies (Insurance) issued to the Insured by the Reinsured, and in respect of certain reinsurance policies (Reinsurance) placed on behalf of the Reinsured with various Lloyd's Underwriters and certain Insurance Companies.  100% of the limits hereon has been placed with the MARIAS FALLS INSURANCE COMPANY LIMITED for the account of the Insured and that we in our capacity as Reinsurance Brokers to the MARIAS FALLS INSURANCE COMPANY LIMITED have placed 100% Reinsurance with Underwriters at Lloyd's and certain Insurance Companies but, if applicable, in respect of Hull War and Allied Perils, Aircraft Hull Deductible and Aviation War, Hi-Jacking And Other Perils Excess Liability in our capacity as Insurance Brokers to the Insured we have placed coverage on a direct insurance basis with Underwriters at Lloyd's and certain Insurance Companies.		
SUBJECT MATTER	One Boeing 767-300 aircraft bearing manufacturer's serial number 42213 and registration G-DHLS Operating Certificate		
INSURED	DHL Air UK Limited and/or DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG and/or their Associated and/or Subsidiary Companies		
REINSURED	MARIAS FALLS INSURANCE COMPANY LIMITED		
PERIOD OF INSURANCE / REINSURANCE	From 01 November 2023 to 01 November 2024 both days at 00.01 hours Local Standard Time at the address of the Insured.		
INSURED AMOUNT	Liability:	100.00% of 100.00%	
	Aviation War, Hi-Jacking and Other Perils Liability (Excess AVN52E):	100.00% of 100.00%	

Gallagher is a trading name of Arthur J. Gallagher (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 1193013. [www.ajg.com/uk](http://www.ajg.com/uk)

Gallagher is a trading name of Nordic Försäkring & Riskhantering AB ("Nordic"). Nordic is authorised by the Swedish Financial Supervisory Authority, and incorporated in Sweden under company number 556418-5014 with registered address at Mölndalsvägen 22, 412 63 Göteborg, Sweden. Nordic is also deemed authorised and regulated by the UK Financial Conduct Authority under the Temporary Permissions Regime. UK branch registered in England and Wales under branch number BR021003, with registered address at The Walbrook Building, 25 Walbrook, London EC4N 8AW.

Certificate Number: C23/DHK/0137

REINSURED AMOUNT	Liability:100.00% of 100.00%
GEOGRAPHICAL LIMITS	Worldwide but excluding: <div><div>(i) Loss of or damage to property insured hereunder located in Russia, Ukraine, Belarus and Crimea.</div><div>(ii) The Insured's activities/operations during the Period of Insurance in Russia, Ukraine, Belarus and Crimea.</div><div>(iii) Flights into, within and out of Russia, Ukraine, Belarus and Crimea</div></div> <div>However, coverage pursuant to this Policy applies:</div> <div><div>1. (i) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations;</div><div>or</div><div>(ii) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.</div></div> <div>2. Worldwide in respect of Products Liability.</div>

COVERAGE	<div>LIABILITIES:</div> <div>To indemnify the Insured in respect of the Liability of the Insured to third parties and passengers arising out of the Insured's operations being aircraft third party, passenger, passenger baggage, aviation general third party, cargo and mail legal liability</div> <div>This Insurance is subject to the War, Hi-Jacking and Other Perils Exclusion Clause AVN48B with all paragraphs except (b) deleted subject to Extended Coverage Endorsement (Aviation Liabilities) AVN52E.</div> <div>The Limit of Liability – a Combined Single Limit (Bodily Injury/Property Damage) of not less than USD1,000,000,000 each Occurrence/each aircraft and in the annual aggregate in respect of products liability, but in respect of AVN52E coverage, subject to a sub-limit (Bodily Injury/Property Damage) of not less than USD1,000,000,000 any one Occurrence and in the annual aggregate, however this sub-limit shall not apply as set out within Section 3, Limitation of Liability of AVN52E. Coverage is provided by a combination of Insurances / Reinsurances.</div>
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Coverage is subject to:-

Date Recognition Exclusion Clause AVN2000A dated 14 March 2001.

Date Recognition Limited Coverage Clause AVN2001A dated 21 March 2001 (applicable to Hull and Aircraft Liability Coverage).

Date Recognition Limited Coverage Clause AVN2002A dated 21 March 2001 (applicable to non Aircraft Liability only).

Sanctions and Embargo Clause AVN111 / Sanctions and Embargo Clause AVN111 (R).

THE INSURANCE / REINSURANCE ANNUAL AGGREGATE LIMITS MAY BE REDUCED OR EXHAUSTED BY VIRTUE OF ANY CLAIMS MADE UNDER THE INSURANCES / REINSURANCES.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Insurance / Reinsurances.

For and on behalf of Gallagher



Authorised Signatory

The Insurance (s) / Reinsurance(s) are subject to (Re) Insurers Liability Clause LMA 3333  
21/06/07

This certificate is issued for illustrative purposes only and does not amend, extend, or alter the coverage afforded by the Policy (ies) in any way.

This certificate of Insurance / Reinsurance is issued by Gallagher in our capacity as reinsurance brokers subject to the terms, conditions, limitations, exclusions and cancellation provisions of the Policy(ies). In the event that the Original Insurance Policy effected with the Reinsured is terminated or cancelled for any reason, the reinsurance coverage certified under this Certificate will also be terminated or cancelled from the same time and date.

Certificate Number: C23/DHK/0137

**SCHEDULE OF ADDRESSEES TO CERTIFICATE REFERENCE: C23/DHK/0137**

INSURED	DHL Air UK Limited and/or DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG
SUBJECT MATTER	One Boeing 767-300 aircraft bearing manufacturer's serial number 42213 and registration G-DHLS Operating Certificate

PLEASE NOTE: NOTICES ARE EFFECTIVE FROM THE TIME OF ISSUANCE BY UNDERWRITERS TO GALLAGHER. **ALL NOTICES WILL BE GIVEN BY E-MAIL ONLY.** IN ORDER TO ENSURE THAT WE ARE ABLE TO PASS NOTICES ON TO THE REQUIRED PARTIES WHERE WE HAVE UNDERTAKEN TO DO SO PLEASE ADVISE US PROMPTLY OF ANY CHANGES WHICH NEED TO BE MADE TO THE ABOVE SCHEDULE BY EMAIL TO: [stephen\\_oates@ajg.com](mailto:stephen_oates@ajg.com) / [richard\\_coote@ajg.com](mailto:richard_coote@ajg.com)