

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: Airline Service Incentive Program Participation Agreement (Incentive Agreement) with Allegiant Air LLC (Allegiant) at the Palm Beach International Airport (PBI), providing for the waiver of a portion of the airline fees for flights to Grand Rapids, Michigan (GRR) in the amount of \$26,619.08.

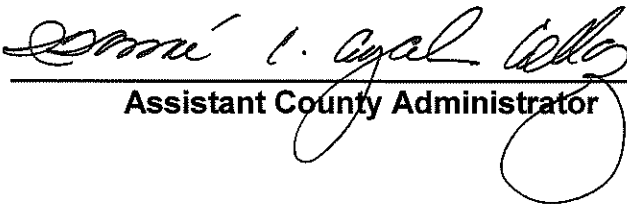
**Summary:** Allegiant provides commercial air service at PBI pursuant to its Non-Signatory Airline Agreement (R2020-0216). Allegiant requested incentives for seasonal service to GRR, commencing on November 14, 2024 and ending May 14, 2025. The Incentive Agreement provided for the waiver of a portion of the airline fees applicable to GRR flights, including landing, per use ticket counter, gate and common use passenger processing system fees. Resolution 2014-0251 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Incentive Agreement. Countywide (AH)

**Background and Justification:** Allegiant commenced seasonal service at PBI to GRR, an unserved destination. Incentives are offered to encourage airlines to provide service at PBI and to commence or increase nonstop air service to new destinations. Notwithstanding the waiver of certain airline fees, new air service results in additional incremental revenues to the County in the form of parking, ground transportation and concession fees based on additional passenger traffic.

**Attachments:** One (1) Incentive Agreement

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Recommended By:  7/10/25  
Department Director Date

Approved By:  7/22/25  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>\$26,619</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$26,619</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget?

Yes X No    

Does this item include the use of federal funds? Yes     No X

Does this item include the use of state funds? Yes     No X

Budget Account No: Fund 4100 Department 120 Unit 8320/8430 Resource Various  
Reporting Category                                 

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

The Incentive Agreement provides for waiver of certain airline fees, including landing, per use ticket counter, gate and common use passenger processing system fees associated with qualified flights to GRR. Waived fees for qualified flights totaled \$26,619.08.

C. Departmental Fiscal Review:

Debbie Duncan

## III. REVIEW COMMENTS

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

ASD 7/15/25  
OFMB

Brandy Muecke 7/16/25  
Contract Dev. and Control 7/16/25

### B. Legal Sufficiency:

Anne Helgert 7-16-25  
Assistant County Attorney

### C. Other Department Review:

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

REVISED 11/17

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

**AIRLINE SERVICE INCENTIVE PROGRAM  
PARTICIPATION AGREEMENT  
FOR QUALIFIED FLIGHTS TO GRAND RAPIDS, MICHIGAN (GRR)**

**THIS AIRLINE SERVICE INCENTIVE PROGRAM PARTICIPATION AGREEMENT FOR QUALIFIED FLIGHTS TO GRAND RAPIDS, MICHIGAN** (this “Agreement”) is made and entered into April 28, 2025 by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Allegiant Air LLC, a Nevada limited liability company, having its office and principal place of business at 1201 North Town Center Drive, Las Vegas, NV 89144 (“Airline”).

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (“Airport”); and

**WHEREAS**, Airline is engaged in the business of scheduled air transportation of passengers; and

**WHEREAS**, Airline has entered into that certain Non-Signatory Airline Agreement with County, dated October 18, 2019 (R2020-0216) (the “Airline Agreement”), which is incorporated herein by reference, providing for scheduled air transportation at the Airport; and

**WHEREAS**, County desires to market and promote air transportation service at the Airport; and

**WHEREAS**, County wishes to encourage Airline to increase the number of non-stop flights to the Airport by providing certain incentives for such service by Airline for a promotional period by offering Airport Fee reductions and/or waivers.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree to the following terms and conditions:

**1. RECITALS**

The recitals set forth above are true and correct and form a part of this Agreement.

**2. DEFINITIONS**

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Section and the meanings shall apply to both singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Agreement, but not defined in this Section, shall have the meanings set forth in the Airline Agreement:

- A. “Airline Agreement” has the meaning set forth in the recitals.
- B. “Airline Service Incentive Program” means the incentive program detailed in this Agreement and the Resolution.
- C. “Airline Service Incentive Report” has the meaning set forth in Section 3(B) below.
- D. “Airport” has the meaning set forth in the recitals of this Agreement.
- E. “Airport Fee” means the fees and/or charges specified in Section 3(A) below.
- F. “Board” means the Palm Beach County Board of County Commissioners.
- G. “Department” means the Palm Beach County Department of Airports.

H. "Flight Destination" means the following airport destinations:

City/Airport Location	Airport Identifier
Grand Rapids, Michigan	GRR

I. "Qualified Flight" means flight service provided by Airline between a Flight Destination and the Airport, which meets the following criteria:

- (1) The Flight Destination is not currently served on a non-stop basis by any airline or the Flight Destination is not currently served by Airline or any other airline on a non-stop basis;
- (2) The flight consists of non-stop arrival and departure service;
- (3) The flight maintains service frequency of one (1) flight per week service frequency, at a minimum;
- (4) Notwithstanding Section (1) above, the Director of the Department may designate a second flight to the Flight Destination as a Qualified Flight in accordance with the requirements set forth in the Resolution; and
- (5) The flight satisfies the eligibility rules set forth in the Resolution.

J. "Resolution" means Resolution No. R2014-0251 adopted by the Palm Beach Board of County Commissioners on March 11, 2014, as may be amended from time to time, which is incorporated herein by this reference.

3. AIRPORT FEE WAIVERS/REDUCTIONS FOR QUALIFIED FLIGHTS

A. In consideration of the Qualified Flight provided by Airline, County agrees to waive and/or reduce the Airport Fees listed below in accordance with the following:

Airport Fee	Description of Waiver/Reduction	Duration Waived (Months)
Landing Fees	100% Waiver of Landing Operations for flights from GRR	6 months, commencing November 14, 2024 and ending May 14, 2025
Ticket Counter	100% waiver of Per-use Ticket Counter for flights to GRR (not to exceed one (1) 2-hour period per flight)	6 months, commencing November 14, 2024 and ending May 14, 2025
Gate	100% Waiver of Per-use fees & charges associated with one (1) common use gate per flight to/from GRR (not to exceed one (1) 2-hour period per flight)	6 months, commencing November 14, 2024 and ending May 14, 2025
CUPPS Fees	100% waiver of CUPPS Equipment for Flights to GRR	6 months, commencing November 14, 2024 and ending May 14, 2025

B. County may require Airline to submit report(s) regarding Airline's air service activity hereunder in a form and substance, and at a frequency, acceptable to the Department ("Airline Service Incentive Report").

**4. DEFAULT**

A default under the terms of this Agreement shall occur if either party hereto breaches any term, condition or covenant contained in this Agreement to be performed or observed by such party, and such party fails to remedy the breach within thirty (30) days after written notice thereof from the non-defaulting party.

**5. TERMINATION**

- A. In the event Airline is in default of this Agreement, the Airline Agreement or any other agreement between Airline and County, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- B. In the event Airline fails to submit or complete Airline Service Incentive Report(s) as may be required by County hereunder, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- C. County shall have the right to terminate this Agreement for convenience at any time upon ninety (90) days prior written notice to Airline.
- D. If for any reason the flight ceases to be considered a Qualified Flight or Airline ceases to provide the Qualified Flight, this Agreement shall automatically terminate, and Airline shall become obligated to pay all Airport Fees in accordance with the Airline Agreement.
- E. Upon termination of this Agreement, Airline acknowledges and agrees that Airline shall not be eligible to receive any waiver of Airport Fees under this Agreement and shall forgo any claim against County for such waivers.

**6. FEDERAL REQUIREMENTS**

This Agreement is intended to comply with all applicable federal laws, rules, regulations and policies related to airport incentive programs for promotion of air carrier service, including, but not limited to, the Federal Aviation Administration's ("FAA") Statement of Policy and Procedures Concerning the Use of Airport Revenue, 64 FR 7696 (February 16, 1999), the FAA's Policy Regarding Airport Rates and Charges, 61 FR 31994, June 21, 1996, as such policies are now or hereafter amended. If at any time the FAA determines that the Airline Service Incentive Program or this Agreement fails to comply, in whole or in part, with any federal laws, rules, regulations or policies or the County's grant agreement obligations, County shall have the right to terminate this Agreement upon written notice to Airline.

**7. AIRPORT FUNDING REQUIREMENTS**

County's obligation to perform under this Agreement shall be contingent upon satisfaction of the funding and rate requirements of the Palm Beach County Airport System Bond Resolution No. R-84-427 dated April 3, 1984, as now or hereafter amended and/or supplemented ("Bond Resolution"). County may terminate this Agreement upon written notice to Airline in the event County determines, at its sole discretion, that insufficient surplus funds are available to support the Airline Service Incentive Program or that continuation of the Airline Service Incentive Program will or may result in a violation of the funding or rate requirements of the Bond Resolution, whereupon the parties shall be released from all further obligations under this Agreement.

**8. 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 Airline or 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.

9. NONDISCRIMINATION

Airline shall comply with the nondiscrimination provisions of the Airline Agreement, as may be amended.

10. NOTICES

All notices and elections (collectively, “notices”) to be given or delivered by or to either 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 delivery service, 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 service or overnight delivery service, 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 on 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:

To: County:	With copy to:
Department of Airports	Palm Beach County Attorney’s Office
Palm Beach County	Attn: Airport Attorney
846 Palm Beach Int’l Airport	301 North Olive Avenue
Attn: Director of Airports	Suite 601
West Palm Beach, FL 33406-1470	West Palm Beach, FL 33401
FAX: (561) 471-7427	FAX: (561) 355-4398

To: Airline:

Allegiant Air LLC  
Attn: Sarah Richardson, Manager – Airport Affairs  
1201 North Town Center Drive  
Las Vegas, NV 89144  
Email: [Sarah.Richardson@allegiantair.com](mailto:Sarah.Richardson@allegiantair.com)

Either party may from time to time change the address to which notice under this Agreement shall be given to such party, upon three (3) days prior written notice to the other party.

11. CONSENT AND APPROVAL

Whenever this Agreement calls for an approval, consent, authorization or other action by the Department or County, such approval, consent, authorization or other action may be provided or performed by the Department, on behalf of County, by and through its Director of the Department or designee.

**12. NO THIRD PARTY BENEFICIARIES**

No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employee of County and/or Airline.

**13. GOVERNING LAW AND VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

**14. ENFORCEMENT COSTS**

Each party shall bear its own costs or expenses, including attorney's fees, associated with the enforcement of the terms or conditions of this Agreement.

**15. ANNUAL BUDGETARY FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

**16. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**17. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.

**18. ENTIRE UNDERSTANDING**

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**19. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving the 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.

**20. NON-EXCLUSIVITY OF REMEDIES**

No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by either party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**21. AMENDMENT**

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. ATTACHMENTS

Exhibits attached hereto shall be incorporated herein by this reference.

23. HUMAN TRAFFICKING AFFIDAVIT.

Airline warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Airline has executed a Nongovernmental Entity Human Trafficking Affidavit, which is incorporated herein by reference as Exhibit A.

24. COUNTERPARTS



This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

25. EFFECTIVE DATE AND TERM

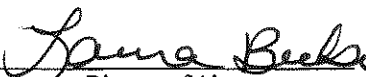
This Agreement shall become effective upon the date this Agreement has been signed by the parties hereto (the "Effective Date") and shall expire May 14, 2025, unless sooner terminated pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

By:   
Signature  
Shauna Larose  
Print Name  
By:   
Signature  
Meghan Davis  
Print Name



PALM BEACH COUNTY:

By:   
Director of Airports


Approved as to Form and Legal Sufficiency:

By: Anne Helfant  
County Attorney

WITNESSES:

By:   
Signature  
Sarah Richardson  
Print Name  
By:   
Signature  
Susan J Kittle  
Print Name

AIRLINE:  
ALLEGiant AIR LLC.

By:   
Signature  
Thayne Klingler  
Print Name  
Title: Director, Airport Affairs

(Seal)












# Allegiant Incentive Agreement\_GRR 4-9-2025

Final Audit Report

2025-04-22

Created:	2025-04-21
By:	Sarah Richardson (sarah.richardson@allegiantair.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo6gFSdSx1uTzJP2Fr-GIE4LrHIVKNguA

## "Allegiant Incentive Agreement\_GRR 4-9-2025" History

-  Document created by Sarah Richardson (sarah.richardson@allegiantair.com)  
2025-04-21 - 10:20:47 PM GMT
-  Document emailed to Thayne Klingler (thayne.klingler@allegiantair.com) for signature  
2025-04-21 - 10:22:59 PM GMT
-  Email viewed by Thayne Klingler (thayne.klingler@allegiantair.com)  
2025-04-21 - 11:59:05 PM GMT
-  Document e-signed by Thayne Klingler (thayne.klingler@allegiantair.com)  
Signature Date: 2025-04-22 - 0:00:30 AM GMT - Time Source: server
-  Document emailed to susan.kittle@allegiantair.com for signature  
2025-04-22 - 0:00:32 AM GMT
-  Email viewed by susan.kittle@allegiantair.com  
2025-04-22 - 1:02:40 PM GMT
-  Signer susan.kittle@allegiantair.com entered name at signing as Susan J Kittle  
2025-04-22 - 1:03:41 PM GMT
-  Document e-signed by Susan J Kittle (susan.kittle@allegiantair.com)  
Signature Date: 2025-04-22 - 1:03:43 PM GMT - Time Source: server
-  Document emailed to Sarah Richardson (sarah.richardson@allegiantair.com) for signature  
2025-04-22 - 1:03:45 PM GMT
-  Email viewed by Sarah Richardson (sarah.richardson@allegiantair.com)  
2025-04-22 - 4:21:55 PM GMT
-  Document e-signed by Sarah Richardson (sarah.richardson@allegiantair.com)  
Signature Date: 2025-04-22 - 4:22:15 PM GMT - Time Source: server



Adobe Acrobat Sign

🕒 Agreement completed.  
2025-04-22 - 4:22:15 PM GMT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT  
Section 787.06(13), Florida Statutes


THIS AFFIDAVIT MUST BE SIGNED AND  
NOTARIZED

I, the undersigned, am an officer or representative of

Allegiant Air

(Company) and attest that Company 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 of officer or representative)

Thayne Klingler/Director, Airport Affairs  
(printed name and title of officer or representative)

State of Nevada, County of Clark

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 24th day of April, by Renee Campos.

Personally known ☒ OR produced identification ☐.

Type of identification produced Nevada DL.



NOTARY PUBLIC  
My Commission Expires:

1-15-24

State of Nevada at large

