

AGENDA ITEM SUMMARY

[x] Consent

[] Regular

[] Workshop

Public Hearing

Motion and Title: Staff recommends motion to receive and file:

- (A) Airline Service Incentive Program Participation Agreement (Incentive Agreement) with Breeze Aviation Group, Inc., d/b/a Breeze Airways (Breeze), at the Palm Beach International Airport (PBI), providing for the waiver of certain airline fees for flights to Richmond, Virginia (RIC), commencing September 5, 2025, and ending September 4, 2027; and
- (B) Incentive Agreement with Breeze at PBI, providing for the waiver of certain airline fees for flights to Akron/Canton, Ohio (CAK), commencing September 5, 2025, and ending September 4, 2027.

Summary: Breeze provides commercial air service at PBI pursuant to a Non-Signatory Airline Agreement (R2022-0303). Breeze requested incentives for new service to CAK and RIC. The Incentive Agreements provide for the waiver of a portion of the airline fees applicable to CAK and RIC flights, including landing, per use ticket counter, gate and common use passenger processing system fees, for a two (2) year period, commencing on September 5, 2025. 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.

Background and Justification: Breeze commenced year-round service from PBI to CAK and RIC, which were previously unserved destinations. Incentives are offered to encourage airlines to commence or increase nonstop air service from PBI. 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 activity.

Attachments:

1. One (1) CAK Incentive Agreement (w/ Exhibits A and B)
2. One (1) RIC Incentive Agreement (w/ Exhibits A and B)

Recommended By:

Department Director

10/21/25
Date

Approved By:

Deputy County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed 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 Agreements provide for the waiver of certain airline fees, including landing, per use ticket counter, gate and common use passenger processing system fees associated with qualified flights to CAK and RIC. The fees subject to waiver are based on variable activity, such as aircraft weight and the duration of use of equipment; therefore, the amount of the waivers cannot be estimated at this time. Fees that are not waived under the Incentive Agreements include airline ticket office space and baggage handling system charges.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lee Mark 10/23/25
OFMB

[Signature] 10/23/25
Contract Dev. and Control 26 10.23.25
10-23-25-TW

B. Legal Sufficiency:

Anne Nelson 10-27-25
Assistant County Attorney

C. Other Department Review:

Department Director

**AIRLINE SERVICE INCENTIVE PROGRAM
PARTICIPATION AGREEMENT
FOR QUALIFIED FLIGHTS TO AKRON/CANTON, OHIO (CAK)**

THIS AIRLINE SERVICE INCENTIVE PROGRAM PARTICIPATION AGREEMENT FOR QUALIFIED FLIGHTS TO AKRON/CANTON, OHIO (CAK) (this "Agreement") is made and entered into September 5, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Breeze Aviation Group, Inc., d/b/a Breeze Airways, a Delaware corporation, having its office and principal place of business at 6340 South 3000 East, Suite 500, Cottonwood Heights, Utah 84121 ("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 February 14, 2022 (R2022-0303) (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
Akron/Canton, Ohio	CAK

- 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 CAK	24 months, commencing September 5, 2025 and ending September 4, 2027
Ticket Counter	100% waiver of fees for one (1) Per-Use Ticket Counter (2-positions), including common-use equipment for flights to CAK (not to exceed one (1) two (2) hour period per flight)	24 months, commencing September 5, 2025 and ending September 4, 2027
Gate	100% waiver of fees & charges associated with one (1) common use gate, including common use equipment, per flight to/from CAK (not to exceed one (1) 2-hour period per flight)	24 months, commencing September 5, 2025 and ending September 4, 2027

B. Airline shall 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”). The current version of the Airline Service Incentive Report is attached as Exhibit “B” to this Agreement, which Airline acknowledges may be amended from time to time by County in its sole discretion.

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. R84-427 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

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 R2025-0748, as may be amended, Airline 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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:

Trent Porter,
Chief Financial Officer
Breeze Aviation Group, Inc.
d/b/a Breeze Airways
6340 South 3000 East, Suite 500
Cottonwood Heights, UT 84121
E-mail: trent.porter@flybreeze.com

Airport Affairs
Breeze Aviation Group, Inc.
d/b/a Breeze Airways
6340 South 3000 East, Suite 500
Cottonwood Heights, UT 84121

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 September 4, 2027, unless sooner terminated pursuant to the terms of this Agreement.

{Remainder of page intentionally left blank.}

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

WITNESSES:

By: [Signature]
Signature
Stephen M Cartagena
Print Name

By: [Signature]
Signature
Shawna Larose
Print Name

Approved as to Form and Legal Sufficiency:

By: [Signature]
County Attorney

WITNESSES:

By: [Signature]
Signature
ALY ESCOBAR
Print Name

By: [Signature]
Signature
Taylor Shaw
Print Name

PALM BEACH COUNTY:

By: [Signature]
Director of Airports

AIRLINE:

**Breeze Aviation Group, Inc.,
d/b/a Breeze Airways**

By: [Signature]
Signature
Eric Fletcher
Print Name

Title: VP Airport and Government Affairs

(Seal)

EXHIBIT "A"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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 Breeze Aviation Group, Inc., d/b/a Breeze Airways (the "Airline"), and attest that the Airline 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.

Trent Porter
(signature of officer or representative)

Trent Porter
(printed name of officer or representative)

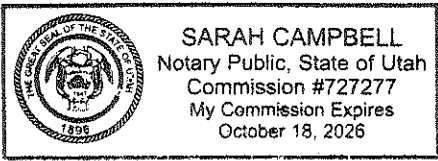
City of Salt Lake
state Utah
Province of Utah

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 28th day of MAY 2025, by ~~2025~~ TRENT PORTER

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

Sarah Campbell
NOTARY PUBLIC
My Commission Expires: 10/18/26
City of Salt Lake at large



(Notary Seal)

Exhibit "B"
Airline Service Incentive Report

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year
October 1, - September 30.

Airline Name:

Month:

PBIA Customer #:

**date should be updated monthly

Landing Fees	\$	-	**Do not enter data (automatically filled in from worksheets)
Environmental Operating Fees	\$	-	
FIS Facility - Usage Report	\$	-	
Baggage Handling System Fee	\$	-	
Commuter Operating Area	\$	-	
Gate Use/Ticket Counter/Remote Parking/CUPPS Fee	\$	-	
Total Fees	\$	-	

**AIRLINE SERVICE INCENTIVE PROGRAM
PARTICIPATION AGREEMENT
FOR QUALIFIED FLIGHTS TO RICHMOND, VIRGINIA (RIC)**

THIS AIRLINE SERVICE INCENTIVE PROGRAM PARTICIPATION AGREEMENT FOR QUALIFIED FLIGHTS TO RICHMOND, VIRGINIA (RIC) (this “Agreement”) is made and entered into September 5, 2025, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Breeze Aviation Group, Inc., d/b/a Breeze Airways, a Delaware corporation, having its office and principal place of business at 6340 South 3000 East, Suite 500, Cottonwood Heights, Utah 84121 (“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 February 14, 2022 (R2022-0303) (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
Richmond, Virginia	RIC

- 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 RIC	24 months, commencing September 5, 2025 and ending September 4, 2027
Ticket Counter	100% waiver of fees for one (1) Per-Use Ticket Counter (2-positions), including common-use equipment for flights to RIC (not to exceed one (1) two (2) hour period per flight)	24 months, commencing September 5, 2025 and ending September 4, 2027
Gate	100% waiver of fees & charges associated with one (1) common use gate, including common use equipment, per flight to/from RIC (not to exceed one (1) 2-hour period per flight)	24 months, commencing September 5, 2025 and ending September 4, 2027

B. Airline shall 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”). The current version of the Airline Service Incentive Report is attached as Exhibit “B” to this Agreement, which Airline acknowledges may be amended from time to time by County in its sole discretion.

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. R84-427 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

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 R2025-0748, as may be amended, Airline 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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:

Trent Porter,	Airport Affairs
Chief Financial Officer	Breeze Aviation Group, Inc.
Breeze Aviation Group, Inc.	d/b/a Breeze Airways
d/b/a Breeze Airways	6340 South 3000 East, Suite 500
6340 South 3000 East, Suite 500	Cottonwood Heights, UT 84121
Cottonwood Heights, UT 84121	
E-mail: trent.porter@flybreeze.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 September 4, 2027, unless sooner terminated pursuant to the terms of this Agreement.

{Remainder of page intentionally left blank.}

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

WITNESSES:

By: [Signature]
Signature
Stephen M. Cortez
Print Name

By: [Signature]
Signature
Shauna Larose
Print Name

Approved as to Form and Legal Sufficiency:

By: [Signature]
County Attorney

WITNESSES:

By: [Signature]
Signature
Aly Escobar
Print Name

By: [Signature]
Signature
Taylor Snow
Print Name

PALM BEACH COUNTY:

By: [Signature]
Director of Airports

AIRLINE:
Breeze Aviation Group, Inc.,
d/b/a Breeze Airways

By: [Signature]
Signature
Eric Fletcher
Print Name

Title: Corporate Secretary

(Seal)

EXHIBIT "A"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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 Breeze Aviation Group, Inc., d/b/a Breeze Airways (the "Airline"), and attest that the Airline 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.

Trent Porter
(signature of officer or representative)

Trent Porter
(printed name of officer or representative)

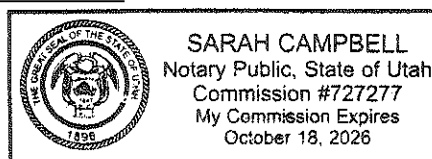
City of Salt Lake
state Utah
Province of Utah

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 28th day of MAY 2025, by TRENT PORTER

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

Sarah Campbell
NOTARY PUBLIC
My Commission Expires: 10/18/26
City of Salt Lake at large



(Notary Seal)

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year
October 1, - September 30,

Airline Name:

Month:

PBIA Customer #:

**date should be updated monthly

Landing Fees	\$	-	**Do not enter data (automatically filled in from worksheets)
Environmental Operating Fees	\$	-	
FIS Facility - Usage Report	\$	-	
Baggage Handling System Fee	\$	-	
Commuter Operating Area	\$	-	
Gate Use/Ticket Counter/Remote Parking/CUPPS Fee	\$	-	
Total Fees	\$	-	