

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: September 17, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: First Amendment (Amendment) to Non-Signatory Airline Agreement with Breeze Aviation Group, Inc., d/b/a Breeze Airways (Breeze) (R2022-0303) (Agreement) at the Palm Beach International Airport (PBI), removing a ticket counter office, consisting of 192 square feet of space, from the Agreement effective February 6, 2024, resulting in a reduction of rental in the amount of \$9,227.03.

**Summary:** The Agreement permits Breeze to operate at PBI. Breeze no longer requires ticket counter office space and requested to return the space. This Amendment provides for the removal of 192 square feet of airline ticket counter office space. Resolution 2019-1156 authorizes the County Administrator or designee, the Director of the Department of Airports, to execute amendments to Non-Signatory Airline Agreements to decrease an airline's premises. **Countywide (AH)**

**Background and Justification:** Breeze relocated its operations to space leased by its service provider and requested to amend the Agreement to return its airline ticket counter office space.

**Attachments:** First Amendment to the Non-Signatory Airline Agreement (1)

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Recommended By: <i>ZW</i>	<i>Sam Burke</i>	<i>8/22/24</i>
	Department Director	Date

Approved By:	<i>Ernie P. Gallegos / ACA</i>	<i>9/9/24</i>
	County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>\$9,227</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$9,227</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current 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 Resource Various  
 Reporting Category \_\_\_\_\_

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

The Agreement expires on September 30, 2024. Although the Agreement provides for automatic renewals on a year-to-year basis, the continuation of the Agreement cannot be guaranteed. The fiscal impact of this Amendment is the reduction of 192 square feet of airline ticket office space from February 6, 2024 to September 30, 2024 (7 months and 23 days) at the FY2024 terminal space rental rate of \$74.00 per square foot. Rental for February is prorated based on the number of days in the month per the terms of the Agreement.

C. Departmental Fiscal Review: William Mancanson 8/22/24

**III. REVIEW COMMENTS**

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

Loren M... 8/23/2024  
 OFMB QA 8/23

Trunda... 8/29/24  
 Contract Dev. and Control  
 8/29/24

**B. Legal Sufficiency:**

Anne... 8/30/24  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

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

	192 sq. ft.		
\$	74.00 per sq. ft. rate		
		Amount Due	
Annual Rent	\$ 14,208.00		2024
Monthly Rental	\$ 1,184.00	\$ 8,288.00	(March - Sept)
Pro-rated Daily Rental	\$ 40.83	\$ 939.03	(February)
		\$ 9,227.03	



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date
<b>DX00001705</b>	<b>Breeze Aviation Group, Inc.</b>	Modified	Compliant			
		A++r , XV	Shared Risk Coverage	Multiple policy	12/8/2023	12/8/2024
		A++r , XV	Shared Risk Coverage	Multiple policy	12/8/2023	12/8/2024
		A , XV	Starr Indemnity & Liability Company	1000600452241	5/7/2024	5/7/2025
		A++r , XV	Shared Risk Coverage	multiple policy	12/8/2023	12/8/2024
		A , XV	Starr Indemnity & Liability Company	1000005698	1/1/2024	1/1/2025

**Risk Profile :** Standard - General Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**

**FIRST AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
BREEZE AVIATION GROUP, INC., d/b/a BREEZE AIRWAYS**

**THIS FIRST AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT** (this "First Amendment") is made and entered into this February 6, 2024, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Breeze Aviation Group, Inc., a Delaware corporation, d/b/a Breeze Airways, having its offices and principal place of business at 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121 ("Airline").

**WITNESSETH:**

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

**WHEREAS**, pursuant to the Non-Signatory Airline Agreement between County and Airline dated February 14, 2022 (R-2022-0303) (the "Agreement"), Airline leases various terminal facilities and equipment at the Airport in connection with its operations as a commercial air carrier; and

**WHEREAS**, the parties desire to amend the Agreement to amend Exhibit "B", Preferential Use Premises (Terminal Areas) as provided for herein.

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

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference and made a part hereof. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. The parties agree that Exhibit "B", Preferential Use Premises (Terminal Areas), to the Agreement shall be deleted in its entirety and replaced with Exhibit "B", Preferential Use Premises (Terminal Areas), attached to this First Amendment.
3. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this First Amendment by such reference.
4. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
5. This First Amendment shall become effective as of February 6, 2024.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of two (2) witnesses for County:

*Shauna Larose*  
Signature  
Shauna Larose  
Print Name

*Marcel Pessoa*  
Signature  
Marcel Pessoa  
Print Name

**PALM BEACH COUNTY, a political subdivision of the State of Florida**

BY: *Laura Beebe* *RM*  
Director, Department of Airports

**APPROVED AS TO FORM & LEGAL SUFFICIENCY:**

*Anne Helgen*  
County Attorney

Signed, sealed and delivered in the presence of two (2) witnesses for Airline:

*Eric Fustalga*  
Signature  
Eric FUSTALGA  
Print Name

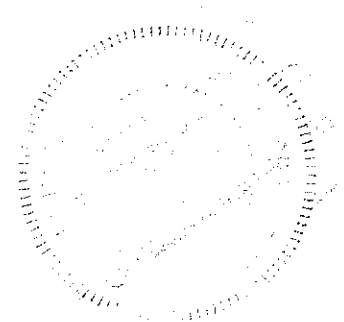
*Aly Escobar*  
Signature  
Aly Escobar  
Print Name

**Airline: Breeze Aviation Group, Inc.**

By: *Trent Porter*  
Trent Porter  
Typed or printed name of Corporate Officer

Title: CFO

(Seal)



**EXHIBIT "B"**

**PREFERENTIAL USE PREMESIS (TERMINAL AREAS)**

(NO PREFERENTIAL USE SPACE ON FIRST, SECOND OR THIRD LEVEL)