

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 22, 2024 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Palm Beach County Glades Airport Drop Zone Permit (Permit) with Skydive Palm Beach County LLC, d/b/a Skydive Palm Beach (Skydive), commencing December 6, 2023, and terminating September 30, 2024, with automatic annual renewals (October 1 to September 30) unless canceled.

Summary: The Permit authorizes Skydive the non-exclusive right to use a drop zone at the Palm Beach County Glades Airport (Pahokee Airport) for scheduled parachute landings, at no cost. Delegation of authority for execution of the standard form Permit was approved by the Board of County Commissioners (BCC) in R2004-0891. Countywide (AH)

Background and Justification: The standard form permit was adopted in 2004 to comply with Title 14 of the Code of Federal Regulations, Federal Aviation Administration advisory circulars and the United States Parachute Association basic safety requirements and licensing procedures for parachute operations. The Pahokee Airport is currently the only airport in the County's Airport System that has a designated drop zone for use by parachute jumpers. Parachute operators are required to have a Permit to conduct parachute landings at Pahokee Airport.

Attachments:

- 1. Permit (1) (w/Exhibits A, B and C)

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Recommended By: ^{RW} Laura Berube 9/26/24
Department Director Date

Approved By: Domini C. Ayala Colloz 10/14/24
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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 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 _____ Resource _____
 Reporting Category _____

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

This item has no fiscal impact. The BCC may elect to establish permit or user fees associated with the permit process or use of the drop zones in the future.

C. Departmental Fiscal Review: *Debbie Dunsen*

III. REVIEW COMMENTS

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

Lisa Mante 9/30/2024
 KK 9/30 OFMB OA 9/30

Frankie Maddox 10/3/24
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Adelant 10-8-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

**PALM BEACH COUNTY GLADES AIRPORT
DROP ZONE PERMIT**

THIS DROP ZONE PERMIT (this "Permit") made and entered into this 6th day of December, 2023 (the "Effective Date"), by and between Palm Beach County, a political subdivision of the State of Florida, ("COUNTY") and Skydive Palm Beach County LLC, a limited liability company organized under the laws of the State of Florida, d/b/a Skydive Palm Beach, whose principal place of business is located at 5 Bat Tower Road, Sugarloaf Key, FL 33042 ("PERMITTEE") is issued this Permit by the Palm Beach County Department of Airports ("DEPARTMENT"), for the non-exclusive right to use the Drop Zone, as herein defined, in accordance with the terms and conditions of this Permit.

1. Term. The term of this Permit shall commence on the Effective Date (the "Commencement Date") and expire on September 30, 2024 (the "Initial Term"), unless terminated earlier as provided for herein. This Permit shall be automatically renewed annually thereafter, from October 1 to September 30 (each, a "Renewal Term") unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond September 30, 2028; and further provided, either party may elect to not renew this Permit upon providing no less than five (5) days advanced written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

2. Use of the Drop Zone. COUNTY hereby grants PERMITTEE the non-exclusive right to use the drop zone(s) more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Drop Zone"), in accordance with the terms and conditions of this Permit for scheduled parachute landings. Nothing in this Permit shall be construed as granting PERMITTEE any title interest or estate in the Drop Zone. The rights of PERMITTEE to use the Drop Zone shall at all times be subject to the rights of others to use the same in common with PERMITTEE. The Department may at any time and from time to time close all or any portion of the Drop Zone to abate or rectify a condition determined to be unsafe or dangerous by the Department in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Department. In the event the Drop Zone is closed, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses or other consequential damages.

3. Drop Zone Fees. Nothing in this Permit shall be construed as preventing COUNTY from establishing reasonable and non-discriminatory fees or charges for use of the Drop Zone by PERMITTEE in connection with its skydive operations on the Airport, and PERMITTEE agrees to pay such fees or charges for use of the Drop Zone if so required by COUNTY. COUNTY may require payment of fees or charges for use of the Drop Zone and may adjust such fees or charges from time to time. PERMITTEE acknowledges and agrees that failure to pay such fees or charges shall be considered a violation of this Permit and, in addition to any other remedy available to COUNTY, shall be grounds for immediate revocation of PERMITTEE's Permit to use the Drop Zone by the Department on behalf of COUNTY. Drop Zone fees shall be made payable to Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Attn: Finance Department
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Permit and to collect Drop Zone fees on behalf of COUNTY. COUNTY will provide thirty (30) days written notice to PERMITTEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If PERMITTEE selects an alternative method of payment, PERMITTEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (currently set at one and one-half percent [1-1/2%] per month not to exceed eighteen percent (18%) per annum) shall accrue against the delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall

not be prevented from terminating this Permit for failure to pay Drop Zone fees or from enforcing any other provisions contained herein or implied by law.

4. Security Deposit. COUNTY may establish and require the PERMITTEE to post a refundable security deposit, in the form of a bond or letter of credit in an amount to be determined by COUNTY. Such security deposit shall be held by the Department and will be refunded to PERMITTEE upon termination of this Permit provided that PERMITTEE is not in violation of any of the provisions of this Permit; all fees, and taxes due are paid in full by PERMITTEE; and PERMITTEE has returned the Airport access card key to the Department, if applicable. If there is a fee deficiency the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by COUNTY, plus any applicable administrative overhead.

5. Compliance with Laws. PERMITTEE and its agents, employees, officers, representatives, guests, invitees, contractors and patrons shall comply with all applicable federal, state and local rules, regulations and requirements, as now or hereafter amended or superseded, including, but not limited to the Palm Beach County Airport Rules and Regulations, Resolution R-98-220 ("Airport Rules and Regulations") and applicable Federal Aviation Administration ("FAA") Advisory Circulars. PERMITTEE further agrees that its skydiving activities on and from the Airport shall be in accordance with the United States Parachute Association's ("USPA") Basic Safety Requirements. PERMITTEE acknowledges and agrees that failure to comply with the requirements of this paragraph shall be considered a violation of this Permit and, in addition to any other remedies available to COUNTY, may result in immediate revocation of PERMITTEE's right to use the Drop Zone by the Department.

6. Condition of Drop Zone/Airport. PERMITTEE acknowledges that neither COUNTY nor its representatives have made any representations or warranties of any nature whatsoever regarding the Drop Zone or Airport including, without limitation, the suitability of the Drop Zone for PERMITTEE's intended use thereof.

7. Obligations of PERMITTEE.

A. Security. PERMITTEE acknowledges and accepts full responsibility for the security and protection of any and all of PERMITTEE's property. PERMITTEE fully understands that the police security protection provided by COUNTY is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection shall be the sole responsibility of PERMITTEE and shall involve no cost to COUNTY. COUNTY shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the COUNTY's responsibility to operate the Airport in a safe and secure manner.

B. Conduct. PERMITTEE shall conduct its activities at the Airport in an orderly and commercially reasonable manner, considering the nature of the activities so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. PERMITTEE shall control, and hereby assumes responsibility for, the character, acts and conduct of its agents, employees, officers, representatives, guests, invitees, contractors and patrons and shall ensure that its agents, employees, officers, representatives, guests, invitees, contractors and patrons do not harass, disturb or annoy any other Airport tenants or users. Upon objection by the Department or its designated agent or representative, concerning the conduct, acts or demeanor of any such persons, PERMITTEE shall immediately take all reasonable steps necessary to remove the cause of objection.

C. Obstructions in Aircraft Operating Areas. PERMITTEE and its employees, agents, representatives, patrons and invitees shall not block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users with vehicles, aircraft, equipment, temporary structures or personal property of any kind whatsoever. PERMITTEE shall be responsible for ensuring that any such obstructions are removed upon immediate request of the Department or its representatives, including, but not limited to, the Airport's manager.

D. Self-service Fueling. PERMITTEE, its agents and contractors shall only engage self-service fueling activities in locations designated by the Department for such activities and in accordance with the Airport Rules and Regulations, including any required permit(s).

E. Minimum Standards. PERMITTEE shall comply with all Minimum Standards adopted by COUNTY which are applicable to PERMITTEE's activities on the Airport, as such Minimum Standards as may be amended.

F. Airport Rules and Regulations. PERMITTEE acknowledges that COUNTY may amend the Airport Rules and Regulations to establish regulations governing skydiving activities on the Airport and agrees that PERMITTEE's activities on the Airport shall be subject to such regulations. In the event of a conflict between this Permit and the Airport Rules and Regulations, the Airport Rules and Regulations shall control.

G. Manager/Representatives. PERMITTEE shall have a qualified manager or other authorized representative of PERMITTEE on site at all times during PERMITTEE's skydiving operation on the Airport. PERMITTEE shall notify the Department in writing of the names, addresses and telephone numbers of its managers and other authorized representatives prior to the Commencement Date and shall notify the Department of any changes in management or the list of authorized representatives.

H. Monthly Reports. PERMITTEE shall provide a monthly report to the Department, in a form and detail satisfactory to the Department, indicating the number of parachutists landing on the Airport in connection with PERMITTEE's skydive operations on each day of the preceding month. The monthly report shall be provided to the Department on or before the 10th day of each and every month. The Monthly Reports may be submitted electronically to: properties@pbia.org or such other address designated in writing by the Department.

I. Skydiving Operations.

1. PERMITTEE shall utilize the area designated by the Department on the Airport for loading and unloading parachutists from aircraft.

2. PERMITTEE's employees, agents, representatives and contractors shall be properly certificated by the FAA and/or certified with the USPA for the activity for which they are to be engaged.

3. PERMITTEE and its contractors shall only use aircraft which are properly equipped and certified by the FAA for skydiving operations. All aircraft used by PERMITTEE for its skydiving operations shall be owned, leased or under contract to PERMITTEE.

4. PERMITTEE shall request the pilot-in-command of each parachute jump to attempt to make an announcement on the Airport's Unicom frequency that parachutists will be jumping over the Airport prior to the jump and when the parachutists have begun exiting the aircraft, but only to the extent such announcements will not interfere with the pilot-in-command's obligations under Title 14, Part 105.13 of the Code of Federal Regulations, as now or hereafter amended.

5. PERMITTEE shall require each parachutist who will be participating in skydiving activities, including, but not limited to, PERMITTEE and its employees, contractors and customers, on the Airport to execute the Release of Liability and Indemnification Agreement (the "COUNTY Release Form") attached to this Permit as Exhibit "B". PERMITTEE shall obtain one (1) original executed copy of the COUNTY Release Form for each parachutist who will be participating in skydiving activities on the Airport. Notwithstanding anything to the foregoing, if PERMITTEE obtains a separate release and indemnification Permit for its skydiving activities (the "PERMITTEE Release Form"), which is satisfactory to the Department, in its sole and absolute discretion, PERMITTEE may request approval from the

Department to use the PERMITTEE Release Form in lieu of the COUNTY Release Form. The Department may approve use of the PERMITTEE Release Form on behalf of COUNTY without further amendment hereto. PERMITTEE shall provide the Department's designated representative with an original COUNTY Release Form, or an original PERMITTEE Release Form, if the form has been approved by the Department pursuant to this paragraph, for each parachutist who will be participating in skydiving activities on the Airport at the end of each of business day.

6. PERMITTEE shall provide the Department or its designated agent or representative with copies of any written notifications provided to the air traffic control facility having jurisdiction pursuant to Title 14, Part 105.25 of the Code of Federal Regulations, as now or hereafter amended.

7. To ensure that adequate staff is available at the Airport, PERMITTEE shall make a reasonable attempt to notify the Department or its designated agent or representative of the date and estimated time of scheduled parachute jumps and the number of persons intending to participate in the jump no less than forty-eight (48) hours before the jump.

8. PERMITTEE shall maintain records of the make, model and registration number of each aircraft to be used in a parachute jump and the name of the pilot-in-command for a period of no less than one (1) year from the date of each parachute jump. PERMITTEE shall make the records available for inspection by the Department or its designated agents or representatives upon request.

9. PERMITTEE shall notify each parachutist of the location of the Drop Zone and of his or her obligation to attempt to land in the Drop Zone.

8. Indemnification. PERMITTEE agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which COUNTY is named or joined, arising out of this Permit or PERMITTEE's use of the Airport or Drop Zone, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with PERMITTEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of PERMITTEE or any breach of the terms of this Permit; provided, however, PERMITTEE shall not be responsible to COUNTY for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of COUNTY, its respective agents, servants, employees and officers. PERMITTEE further agrees to hold harmless and indemnify COUNTY for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to PERMITTEE's activities or operations or use of the Airport or Drop Zone whether or not PERMITTEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of PERMITTEE. PERMITTEE recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that COUNTY would not enter into this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by COUNTY in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Section shall survive the expiration or termination of this Permit.

9. Insurance. Without limiting PERMITTEE's obligation to indemnify COUNTY, as provided for herein, PERMITTEE shall provide, pay for and maintain throughout the term of this Permit:

A. A policy of General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than One Million Dollars (\$1,000,000).

B. If PERMITTEE will be operating vehicles on the Airport, PERMITTEE shall provide Automobile Liability Insurance coverage with minimum limits of:

1. One Hundred Thousand Dollars (\$100,000) per person;
2. Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury; and
3. Fifty Thousand Dollars (\$50,000) per accident for property damage.

C. Worker's Compensation & Employers Liability shall be maintained in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis. In the event, PERMITTEE has no employees that fall within the jurisdiction of any state(s) Workers' Compensation Laws in which work is to be performed, Worker's Compensation & Employers Liability coverage may be excluded pursuant to submission of a certification stating PERMITTEE has no employees that fall within the jurisdiction of any state(s) Workers' Compensation Laws in which work is to be performed.

D. PERMITTEE shall endorse County as an "Additional Insured" on the General Liability insurance policy. The "Additional Insured" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406." PERMITTEE shall provide a copy by e-mail to: properties@pbia.org and to County's insurance management provider, as may be amended: pbcounty@ebix.com.

E. Prior to the Effective Date of this Permit, PERMITTEE shall provide COUNTY with:

1. A certificate of insurance for the General liability insurance policy; and
2. Copies of pertinent pages from the automobile liability policy evidencing the insurance coverages required hereunder via e-mail at: properties@pbia.org.

F. Renewal certificates and/or copies of pertinent pages from the renewal policies must be provided to COUNTY throughout the term of this Permit. COUNTY shall have the right to review and modify insurance requirements of this Permit from time to time, including, but not limited to, insurance coverages and amounts, provided that COUNTY gives PERMITTEE ninety (90) days prior written notice of any such change.

10. Assignment, Transfer and Subletting. PERMITTEE is expressly prohibited from assigning, transferring, and/or subletting its right to use the Drop Zone or this Permit. Any such assignment shall be considered null and void and will be considered grounds for termination of this Permit.

11. Signs. PERMITTEE shall not place or erect any signs, emblems, or advertising on the Airport. In the event Tenant fails, refuses or neglects to remove any unapproved signage within a fifteen (15) days of County's written notice to do so, County may also elect, at its sole option, to cause such signage to be removed on behalf of and for the account of Tenant. Tenant shall reimburse County the actual cost of such removal services, plus a twenty-five percent (25%) administrative overhead within thirty (30) days of the date of the invoice therefor. County's failure to require removal of any sign placed on or about the Premises without written permission shall not be deemed a waiver of County's authority to require removal of any unapproved sign.

12. Disclaimer of Liability. COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES THE COUNTY PARTIES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS PERMIT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH

LOSS, DAMAGE OR INJURY IS CAUSED BY A COUNTY PARTY'S SOLE NEGLIGENCE OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS PERMIT. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LICENSING OF THE DROP ZONE PURSUANT TO THIS PERMIT.

13. Termination. This Permit may be terminated at any time by COUNTY or PERMITTEE, without cause, upon five (5) days advanced written notice to the other party, in which event the parties shall be released from all obligations arising after the date of such termination except for those obligations which expressly survive termination of this Permit. In the event of termination pursuant to this paragraph, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses or other consequential damages.

14. Violation of Permit Conditions. The DEPARTMENT may terminate or suspend this Permit in the event PERMITTEE violates any terms, conditions or provisions of this Permit or the Airport Rules and Regulations. In the event this Permit is terminated or suspended, PERMITTEE shall have no right to use the Drop Zone or engage in skydiving activities on the Airport.

15. Notice. Any notice given under the provisions of this Permit shall be in writing and shall be delivered (as elected by the party giving such notice) by hand delivery, courier service, nationally recognized overnight mail service, or 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 mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:

Attn: Director of Airports
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
Fax: 561-471-7427

With a copy to:

Attn: Airport Real Estate Attorney
Palm Beach County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

PERMITTEE:

Skydive Palm Beach County LLC
d/b/a Skydive Palm Beach
5 Bat Tower Road
Sugarloaf Key, FL 33042
E-mail Address: info@skydivepalmbeach.com

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

16. Compliance with Laws. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall not use or permit the use the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for COUNTY or PERMITTEE.

17. Subordination to Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which COUNTY acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. PERMITTEE understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

18. Non-Exclusive Rights. PERMITTEE expressly understands and agrees that the rights and privileges granted under this Permit are non-exclusive, and County herein reserves the right to grant similar privileges to another PERMITTEE or other PERMITTEES.

19. Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate PERMITTEE or its operations.

20. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Permit shall have no effect upon the validity of any other part or portion hereof.

21. Paragraph Headings. The heading of the various articles and sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

22. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Permit by such reference.

23. Governing Law. The Permit shall be governed by and in accordance with the laws of the State of Florida.

24. Venue. Venue in any action, suit or proceeding in connection with the Permit shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

25. No Third Party Beneficiaries. No provision of this Permit is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Permit, including but not limited to any citizen or employees of COUNTY and/or PERMITTEE.

26. 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 the Consultant, 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.

27. Americans With Disabilities Act. PERMITTEE shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure PERMITTEE remains in compliance with such requirements throughout the Term of this Permit.

28. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully

discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

29. County Not Liable. County shall not be responsible or liable to PERMITTEE for any claims for compensation or any losses, damages or injury whatsoever sustained by PERMITTEE resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of PERMITTEE. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

30. Authorized Uses Only. Notwithstanding anything to the contrary herein, PERMITTEE shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for County or PERMITTEE.

31. Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit, PERMITTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

32. Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Permit, PERMITTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If County determines, using credible information available to the public, that a false certification has been submitted by PERMITTEE, this Permit may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Permit shall be imposed, pursuant to Section 287.135, Florida Statutes.

33. Non-Discrimination. PERMITTEE acknowledges that County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. PERMITTEE is prohibited from discriminating against any employee, applicant, or client because of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

34. Federal Nondiscrimination Covenants. PERMITTEE shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "C".

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and Permittee have executed this Permit, or have caused the same to be executed as of the day and year first written above.

WITNESSES:

Shawna Lavoie
Signature

Shawna Lavoie
Typed or Printed Name

Angela Davis
Signature

Megan Davis
Typed or Printed Name

By: Sam Burke
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helbert
County Attorney

WITNESSES

DocuSigned by:
C. Schoemig
Signature

Christian Schoemig
Typed or Printed Name

DocuSigned by:
S. Schoemig
Signature

Shelly Schoemig
Typed or Printed Name

PERMITTEE:
SKYDIVE BEACH COUNTY, LLC
D/B/A SKYDIVE PALM BEACH

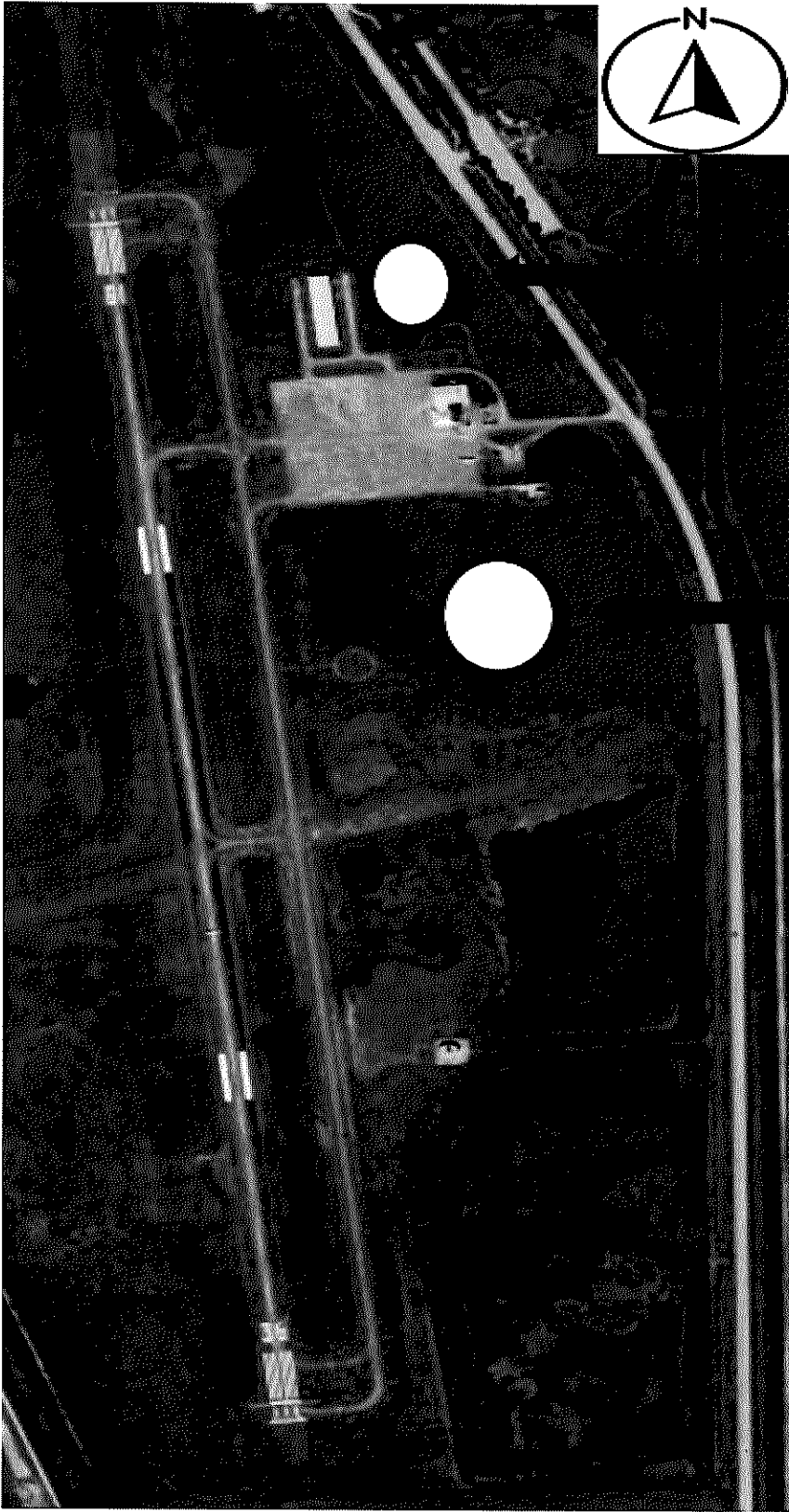
By: Will Respass
Signature

William Respass
Typed or Printed Name

Member
Title

(Seal)

EXHIBIT "A"
DROP ZONE



DROP
ZONE

DROP
ZONE

EXHIBIT "B"
COUNTY RELEASE FORM

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to engage in skydiving/parachute jumping and related activities ("Activities") on the Palm Beach County Glades Airport ("Airport"), I, William Respass , hereby agree as follows:

1. **Release of Liability.** I hereby release and discharge Palm Beach County, its officers, employees and agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, loss or causes of action whatsoever arising out of or in any way connected to my use of the Airport or my participation in the Activities, including, but not limited to, any damage, loss or injury to me or my property, or my death, whether resulting from negligence of or other fault, either active or passive, of the Releasees or from any other cause.
2. **Assumption of Risk.** I know and understand the scope, nature and extent of the risks involved in the Activities and that some of the dangers cannot be foreseen. I voluntarily, freely and expressly choose to incur all risks associated with the Activities, understanding those risks may include bodily and personal injury, damage to property, disfigurement or death. I voluntarily and freely choose to incur such risks and take responsibility therefor.
3. **Permit Not to Sue.** I agree not to institute any lawsuit or cause of action against any of the Releasees, or to initiate or assist in the prosecution of any claim for damages against Releasees, which I may have by reason of injury to my person or property arising from or in any way connected to my participation in the Activities or use of the Airport, whether caused by the negligence or fault, active or passive, of any of the Releasees or from any other cause.
4. **Indemnification.** I agree to indemnify, save and hold the Releasees harmless from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, arising from or in any way connected to my use of the Airport, my participation in the Activities or this Permit, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.
5. **Parties Bound.** It is my understanding and intention that this Agreement shall be binding upon my heirs, executors, administrators, personal representatives, and anyone else claiming on my behalf.
6. **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.

DocuSigned by:
Signature: William Respass
0F0A0DC3757E42E...

Print Name: William Respass

Address: 5 Bat Tower Rd Summerland Key, FL 33042

Telephone: 646-878-6651

USPA No. 211162

Date: December 6th, 2023

EXHIBIT "C"
FEDERAL NONDISCRIMINATION REQUIREMENTS

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

COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

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

1. Compliance with Regulations: CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that CONTRACTOR will use the CONTRACTOR Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.

2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. CONTRACTOR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. CONTRACTOR agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Certificate Of Completion

Envelope Id: 4930590C4A1341E8AA923715899E3A27
Subject: Complete with DocuSign: Skydive Palm Beach County Permit 12.4.pdf
Source Envelope:
Document Pages: 15
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Will Respass
will@skydivekeywest.com
IP Address: 12.139.153.3

Record Tracking

Status: Original
12/6/2023 7:45:26 AM

Holder: Will Respass
will@skydivekeywest.com

Location: DocuSign

Signer Events

Christian Schoemig
schoemig@aol.com
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
C. Schoemig
8A2AB050E895457...

Signature Adoption: Drawn on Device
Using IP Address: 104.28.92.201
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Viewed: 12/6/2023 8:01:24 AM
Signed: 12/6/2023 8:02:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shelly Schoemig
info@skydivepalmbeach.com
Security Level: Email, Account Authentication
(None)

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Signed: 12/6/2023 8:09:10 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Will Respass
will@skydivekeywest.com
Owner
Skydive Palm Beach County, LLC
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(None)

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Not Offered via DocuSign

In Person Signer Events

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/6/2023 7:59:59 AM
Completed	Security Checked	12/6/2023 8:09:10 AM

Payment Events	Status	Timestamps
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