



Beaufort County Airports Board

Chairman

HOWARD ACKERMAN

Vice Chairman

LESLIE ADLAM FLORY

Committee Members

MARK BAILEY
CHRIS BUTLER
ANNE ESPOSITO
NICHOLAS MESENBURG
DAVID NELEMS
THOMAS SHEAHAN
BRIAN TURRISI

Airports Director

JON REMBOLD

Interim

County Administrator

JOHN ROBINSON

Administrative Specialist

ROCIO REXRODE

Administration Building

Hilton Head Island Airport
120 Beach City Road
Hilton Head Is, SC 29926

Contact

Post Office Drawer 1228
Beaufort, SC 29901
(843) 255-2942

www.beaufortcountysc.gov

MEETING ACCESS

[MEETING LINK](#)

ID: 161 714 8655

Passcode: 791968

Beaufort County Airports Board Agenda

Council Chambers - Administration Building

100 Ribaut Road, Beaufort, SC 29901

Thursday, August 17, 2023, at 1:30 PM

Hybrid Meeting

- I. CALL TO ORDER
 - II. PLEDGE OF ALLEGIANCE
 - III. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT (FOIA)
 - IV. APPROVAL OF AGENDA
 - V. APPROVAL OF MINUTES – [July 20, 2023](#)
 - VI. PUBLIC COMMENT (Limit comments to three minutes)
 - VII. DIRECTOR'S REPORT
 - VIII. UNFINISHED BUSINESS
 - IX. NEW BUSINESS
- ACTION ITEMS:
1. HILTON HEAD ISLAND AIRPORT (HXD) – RECOMMENDATION TO APPROVE A COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD – [VOTE](#)
 2. BEAUFORT EXECUTIVE AIRPORT (ARW) – RECOMMENDATION TO APPROVE A COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND GITIBIN & ASSOCIATES, LLC DBA GO RENTALS – [VOTE](#)
- X. CHAIRMAN UPDATE
 - XI. COMMITTEE REPORTS
 - XII. CITIZEN COMMENT (Limit comments to three minutes)
 - XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, SEPTEMBER 21, 2023, AT 1:30 PM

COUNCIL CHAMBERS, 1 TOWN CENTER COURT, HILTON HEAD, SC 29928

MINUTES

Beaufort County Airports Board

July 20, 2023 | 1:30 pm | Meeting called to order by Chairman Howard Ackerman

ATTENDANCE

Present: Howard Ackerman, Leslie Adlam Flory, Thomas Sheahan, Brian Turrisi, Chris Butler, David Nelems, and Nick Mesenburg

Absent: Anne Esposito and Mark Bailey

County Staff: Jon Rembold, Airports Director; Stephen Parry, Deputy Airports Director; Eric Townsend, ARW Manager, and Rocio Rexrode, Administrative Specialist.

AGENDA ADOPTION

Brian Turrisi made a motion to adopt the agenda. David Nelems seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

Chris Butler made a motion to approve the May 18, 2023, meeting minutes. Thomas Sheahan seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were no Public Comments

DIRECTOR'S REPORT

- **DEPARTMENT UPDATE:**

FAA Reauthorization:

Jon Rembold informed that the FAA Reauthorization bill passed the House vote today. He said that he has been in touch with Congresswoman Mace's office daily regarding some of the many amendments that have been proposed and letting them know where the airport administration stands. He stated that the most important amendments are the DCA Perimeter Rule, Pilot Age, and Pilot Training requirements. Rembold said that he will look at what amendments have made it through the House, and then get a notice out.

Staff Spotlight: Elena Milbrandt

Jon Rembold mentioned that Elena has been with the County for almost five years. He said Elena started as an Administrative Assistant, worked on the Security team and now has move over to the Finance Department where she is an Accounts Payable Specialist.

- **ARW UPDATE:**

Meetings with Airport Tenants:

Jon Rembold mentioned that management has been having meetings with the tenants every 2-3 months. He said they intend to have quarterly meetings and a newsletter to let folks know what is happening at the Airport. Jon stated that the meetings are a real positive improvement at the ARW.

Ramp Safety – Policy:

Jon Rembold said that it has been very busy for the past couple of years and management has made a pronounced reduction in vehicular movement on airport property between the hangar complex, the Terminal, and the aircrafts. Rembold stated that tenants can park on the side of the building and walk in. He said tenants can drive out to the airplane, load the plane, get passengers out, and then move off the apron.

“Official” Logo:

Jon Rembold stated that with the FBO update a new forward-looking logo was created while keeping the roots with the Frogmore logo.

Jon Rembold said that some merchandise will have the new logo, the Frogmore logo or both. He stated that the Frogmore logo is not going away because it is a local favorite. He said that the official logo reflects the executive nature of the airport.

Action Item – New Logo

Chris Butler made a motion to approve the new official logo for the Beaufort Executive Airport. Leslie Adlam Flory seconded the motion. All were in favor and the motion passed.

Demand for Office Space:

Jon Rembold stated that there has been a high demand for office space at ARW. He said the building is being evaluated to subdivide some of the spaces inside to create business offices.

- **HXD UPDATE:**

Part 139:

Rembold mentioned that the Part 139 Inspection is coming up in August. He said the team is working hard getting ready for the inspection.

Airline Rate & Charges:

Rembold informed that the rates and charges were settled and went into effect on July 1st. He said it is a two-part implementation. He informed the first half is being implemented this fiscal

year and the other half next fiscal year. He said that once the rates and charges are fully implemented, (in theory) it will bring the Airport to full cost recovery of all the airline's activities.

Rob Neil Retired:

Rembold mentioned that Rob Neil, one of the firefighters, retired on July 7th. Rembold mentioned that Neil might come back as part-time firefighter.

Planning Meetings with Engineers & Planners:

Rembold mentioned that the Airport management team had a 3-day meeting with Talbert, Bright and Ellington to review the many HXD projects and to develop a plan for the future.

FAA Meeting:

Rembold mentioned that next week he will be meeting with the FAA in Atlanta to go through some of the items discussed during the meeting with Talbert, Bright and Ellington, and to get input on what the FAA thinks is the best way to develop the Airport and fulfill the Airport's mission as a critical gateway to the Island.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION OF CONTRACT AWARD FOR COMMERCIAL SERVICE TERMINAL IMPROVEMENTS

Brian Turrisi made a motion to approve a recommendation of contract award for Commercial Service Terminal Improvements to Edison Foard, Inc. of Charlotte, NC in the amount of \$27,196,809.29 plus a 10% contingency for a total of \$29,916,490.10. Chris Butler seconded the motion. All were in favor and the motion passed.

2. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION OF CONSTRUCTION CONTRACT AWARD FOR TAXIWAY F REHABILITATION

Thomas Sheahan made a motion to approve a recommendation of construction contract award for Taxiway F Rehabilitation to APAC Atlantic, Inc. of Savannah, GA in the amount of 3,488,760.00 plus a 10% contingency for a total of \$317,160.00. Leslie Adlam Flory seconded the motion. All were in favor and the motion passed.

3. HILTON HEAD ISLAND AIRPORT (HXD) - RESOLUTION TO APPROVE COST RECOVERY MODEL AND REVISED AIRLINES RATES AND CHARGES

Chris Butler made a motion to approve a Resolution to approve Cost Recovery Model and Revised Airlines Rates and Charges. Brian Turrisi seconded the motion. All were in favor and the motion passed.

4. HILTON HEAD ISLAND AIRPORT (HXD) - RESOLUTION TO ACCEPT SCAC GRANT 23-029 IN THE AMOUNT OF \$12M FOR HXD COMMERCIAL SERVICE TERMINAL IMPROVEMENTS CONSTRUCTION

David Nelems made a motion to approve a Resolution to accept SCAC Grant 23-029 in the amount of \$12,000,000 for HXD Commercial Service Terminal Improvements Construction. Brian Turrisi seconded the motion. All were in favor and the motion passed.

5. HILTON HEAD ISLAND AIRPORT (HXD) - RESOLUTION TO ACCEPT SCAC GRANT 23-025 IN THE AMOUNT OF \$378,044 FOR HXD TAXIWAY F STRENGTHENING CONSTRUCTION AND EXEC AIR LAND ACQUISITION

Thomas Sheahan made a motion to approve a Resolution to accept SCAC Grant 23-025 in the amount of \$378,044 for HXD Taxiway F Strengthening Construction and Exec Air Land Acquisition. Brian Turrisi seconded the motion. All were in favor and the motion passed.

6. BEAUFORT EXECUTIVE AIRPORT (ARW) – FACILITY USE RATE CHANGES (AS APPROVED BY ARW COMMITTEE)

David Nelems made a motion to approve the Facility Use Rate Changes as approved by ARW Committee. Chris Butler seconded the motion. All were in favor and the motion passed.

7. BEAUFORT EXECUTIVE AIRPORT (ARW) – RECOMMENDATION TO APPROVE AN OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND HIGH TIDE AVIATION SCENIC AIR TOURS

There was a concern about noise above and around residential areas.

Thomas Sheahan made a motion to approve a recommendation to approve an operating agreement between Beaufort County and High Tide Aviation Scenic Air Tours that includes the following provision:

- a) Only fixed-wing aircraft and not helicopters will be used for the tours.

Chris Butler seconded the motion. All were in favor and the motion passed.

CHAIRMAN UPDATE

Howard Ackerman stressed the need to find citizens to fill the vacant seats in the BCAB. He said they held interviews, and they are hoping to fill a seat before the August meeting.

Howard Ackerman mentioned that they are getting calls for noise at Hilton Head, specifically about the helicopter tours flying too close to the beach.

1. Finance Committee

Members: Howard Ackerman (Chair), Chris Butler, Tom Sheahan, and Brian Turrisi.

The Committee has nothing new to report this month. They will keep the board informed of any new developments.

2. Communications and Marketing Committee

Members: *Vacant* (Chair), Howard Ackerman, and Leslie Adlam Flory

The Committee has nothing new to report this month. They will keep the board informed of any new developments.

3. Passenger Service Committee

Members: Leslie Adlam Flory (Chair), Anne Esposito and Tom Sheahan

Leslie Adlam Flory mentioned that the Ambassadors Program is moving right along and that the volunteers are doing great and doing their best. She suggested that passengers flying on Saturdays should arrive at the Airport two hours early.

4. ARW Facilities Use and Improvement Committee

Members: Chris Butler (Chair), Mark Bailey, and Nick Mesenburg

Chris Butler said that the quarterly meeting went great. He stated the biggest take away was the subject of communication. He said that rate increases, new hangars, the new logo, and parking in front of the Terminal were discussed during the meeting. He informed that there is another meeting scheduled for next Wednesday.

5. The HHI Airport General Aviation Improvement Committee (HXD)

Members: Brian Turrisi (Chair), Howard Ackerman and Anne Esposito

The Committee has nothing new to report this month. They will keep the board informed of any new developments.

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

Motion to adjourn was made at 2:47 pm. It passed unanimously.

NEXT MEETING

August 17, 2023 | 1:30 pm | Hybrid Meeting

Beaufort County Council Chambers, 100 Ribaut Road, Beaufort, SC.

INTERIM LETTER OF AGREEMENT

FOR SHUTTLE SERVICE

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring ground transportation services. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **The Best of Hilton Head** agree as follows:

1. PRIMARY SERVICE

Operator shall have the non-exclusive right and privilege to operate a shuttle service to/from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR

Customer loading/unloading area in designated Shuttle Parking area. (Subject to change by the Airports Director). No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by shuttle operators.

Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal.

3. FEES

Operators entering this Agreement agree to pay a monthly fee of **\$1.00 per passenger with a minimum fee of \$5.00** each time entering Airport property. Twenty (20) days after the beginning of each calendar month during the term hereof, Shuttle Operator shall furnish to County an accounting of the previous month's GEO Fence Report along with payment for the appropriate sum of money as computed in accordance with this subsection.

First Vehicle:

- Vehicle VIN# _____
- Make/Model _____
- Vehicle Capacity _____
- License Plate _____

Payment address:

Hilton Head Island Airport
Attn: Administration
120 Beach City Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of Shuttle vehicles that logistically can be handled within the airport terminal campus and still provide the traveling public with adequate service.

4. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with high quality ground transportation facilities and service.

Accordingly, the Operator agrees to conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by shuttle companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this shuttle service.

5. SHUTTLE EQUIPMENT

A) Operator agrees to provide vehicles with the capacity for a maximum of fifteen (15) passengers and baggage.

All shuttles shall have an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All shuttles shall be marked uniformly on the outside with the company name/logo.

B) An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old.

C) Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

D) Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

E) Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the shuttle service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of

each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

F) The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director or designee in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

6. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina, Beaufort County, and the Town of Hilton Head Island. All drivers must obey all traffic laws and regulations while operating the shuttle.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

7. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State, County, and Town of Hilton Head Island laws and shall obtain and maintain all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

8. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions of their drivers, and Beaufort County and its officers and employees shall in no way be responsible for their acts or omissions. Operator agrees to fully indemnify and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and

defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability: \$100,000 each person \$300,000 each occurrence

Property Damage: \$50,000 each occurrence

- A) In all insurance policies carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of an insurance policy required pursuant to this Agreement is cause for termination until the required insurance is reinstated by an acceptable policy.
- B) The Operator shall furnish to the County all required Certificates of Insurance before beginning operations under this Agreement. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

9. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airports Director (See Shuttle Rules attached).

10. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

11. TERM

The term of this agreement shall commence on the date signed by the County Administrator and shall end on June 30, 2024.

12. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A) The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B) The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits thereunder shall pass to any assignee to or transfer thereof.
- C) The abandonment or discontinuance of the operations and services by the Operator.
- D) The failure of the Operator to keep required insurance in force.
- E) The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F) The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G) Two or more complaints are received concerning cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H) The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I) The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, except those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

13. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A) The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

- B) A breach by the County of any of the terms and covenants or conditions within this agreement and the failure of the County to remedy such breach for fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

14. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

15. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 12(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

16. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

17. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

18. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities 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 on the development of the Airport.

19. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D) That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. GENERAL PROVISIONS

- A) South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B) Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

21. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , _____

DATE _____

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT
SHUTTLE RULES**

The following rules shall apply to the operation of shuttles and conduct of drivers at the Hilton Head Island Airport.

Rule 1

Permitted Locations:

No other location on Airport property shall be used except the Shuttle Parking area, for any business or commercial purpose, directly or indirectly, by shuttle operators.

Rule 2

Attending Vehicle:

Vehicles shall not be left standing unattended in any location on airport property with the engine running.

Rule 3

Permitted Time:

Operator vehicles are limited to (1) hour parking in the designated Shuttle Parking area for each visit.

it shall not engage in any other business at the Airport under this Agreement. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) **Car Rental Services**

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at Beaufort Executive Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise:

- A. **Four Parking Spaces at the Beaufort Executive Airport (4 @ \$20.00 each) \$80.00 per month.**

B. Concession agreement 10% of gross revenue per month from the rental of vehicles rented/leased at the Beaufort Executive Airport.

2. All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Beaufort Executive Airport**

Mail to: Airport Director, Beaufort Executive Airport
39 Airport Circle
Beaufort, SC 29907

3. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport property shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way

of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:
 - a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
 - b. Automobile Liability (\$1,000,000)
 - c. Worker's Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons,

including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice

to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director
39 Airport Circle
Beaufort, SC 29926

With a Copy to:

Beaufort County Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:

Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:

Gitibin & Associates, LLC
4300 Campus Drive Ste 100
Newport Beach, CA 92660

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

BEAUFORT COUNTY

By: _____
 , County Administrator

Date: _____

ATTEST:

OPERATOR:

DocuSigned by:

879A8AC54A424A8...

Jon Zawko

DocuSigned by:
Trissy Pickett
By: _____
788C01FAS115463...

Printed Name: Trissy Pickett

Title: Vice President of Aviation Development

Date: 8/2/2023