



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	(1,200)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(1,200)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  No   
 Budget Account No: Fund 4100 Department 120 Unit Various Object Various  
 Reporting Category \_\_\_\_\_

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

Yearly income from non-signatory air carriers is estimated at \$1,200.

C. Departmental Fiscal Review: CM Simms

**III. REVIEW COMMENTS**

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

[Signature] 9-21-06  
 OFMB  
 9/19/06  
 9-19-06  
 9-19-06

[Signature] 9/25/06  
 Contract Dev. and Control  
 9/25/06 The Dept of Airports will obtain updated worker's comp insurance.

**B. Legal Sufficiency:**

[Signature] 9/25/06  
 Assistant County Attorney

**C. Other Department Review:**

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

**MARSH**

**CERTIFICATE OF COMPREHENSIVE AVIATION LIABILITY INSURANCE**

**THIS IS TO CERTIFY TO:**

Palm Beach International Airport  
Attn: Sophie Buckley, Security Specialist  
1000 PBIA – Suite 123  
West Palm Beach, FL 33406-1491  
Fax (561) 471-7445

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance to:

**NAMED INSURED:**

ARAMARK CORPORATION AND ITS DIVISION,  
SUBSIDIARIES AND ANY OTHER ENTITY OVER WHICH  
IT ASSUMES MANAGERIAL CONTROL AND THEIR  
RESPECTIVE SUCCESSORS AND ASSIGNS

and that the insurers, each for his own part and not one for the other have issued the policies described on the Schedule of Insurance to the Named Insured for the term of April 1, 2006 to April 1, 2007.

**INSURER:**

GLOBAL AEROSPACE, INC. AND OTHER U.S. AND  
OVERSEAS INSURANCE COMPANIES ON A 100%  
PARTICIPATION BASIS

LEAD POLICY NUMBER: 283310/06A/S

**GEOGRAPHICAL LIMITS:**

Worldwide

**COVERAGE:**

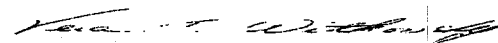
Aviation Comprehensive General Liability of not less than \$15,000,000 each occurrence. Combined Single Limit Bodily Injury and Property Damage Liability, inclusive of Products/Completed Operations coverages in the aggregate. Auto Liability for vehicles within airport premises in the amount of \$5,000,000 each occurrence. Deductibles: \$50,000 each and every loss, subject to an annual aggregate of \$200,000.

*Palm Beach County, a Political Subdivision of the State of Florida, as an Additional Insured but solely as respects the operations of the Named Insured.*

This Certificate of Insurance is issued subject to the terms and conditions of the policies of insurance noted on the Schedule of Insurance and neither affirmatively nor negatively amends, alters or extends the coverage afforded. The insurers have granted to MARSH USA INC. the authority to issue such certificates of insurance, but MARSH USA INC. is not responsible for errors or omissions contained herein.

*THIS CERTIFICATE OF INSURANCE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES OF INSURANCE.*

Dated: August 28, 2006



Vera T. Witkovsky

Authorized Representative

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** Page 1 of 2 DATE 08/25/2006

<b>PRODUCER</b> 215-825-3660 Willis of Pennsylvania, Inc. 1835 Market Street Suite 2700 Philadelphia, PA 19103		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> ARAMARK Management Services, Limited Partnership ARAMARK Corporation Its Divisions & Subsidiaries ARAMARK Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: ACE American Insurance Company INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North Amer INSURER D: INSURER E:	<b>NAIC#</b> 22667-003 22667-001 43575-001

**COVERAGES**


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HDOG21718361	10/1/2005	10/1/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ None
						PRODUCTS - COMP/OP AGG	\$ None
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> Auto Physical Damage	ISAH08008139	10/1/2005	10/1/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WI SCFC4433513A CA WLRC44335116 AOS WLRC44335128	10/1/2005 10/1/2005 10/1/2005	10/1/2006 10/1/2006 10/1/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
A						E.L. EACH ACCIDENT	\$ 1,000,000
C						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Products/completed operations and contractual liability are included under General Liability.

**CERTIFICATE HOLDER**

**CANCELLATION**

Palm Beach International Airport Attn: Security Specialist 1000 PBIA - Suite 123 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

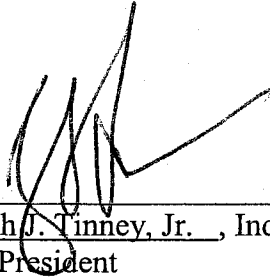
**AFFIDAVIT OF OFFICER**  
**OF LIMITED LIABILITY COMPANY**

STATE OF Pennsylvania        }  
  }  
COUNTY OF Philadelphia       }

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is a Vice President of ARAMARK SMMS LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").
2. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
3. The company is member managed limited liability Company.
4. The undersigned is an officer of the Company and has been authorized by the sole member to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
5. The undersigned has the right and authority to enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company, a copy of which attached hereto as Exhibit "A", and such other instruments as may be necessary an appropriate for the Company to fulfill its obligations under such Agreement.
6. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
7. The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Company's member agreement or of any other agreement of whatever kind between the Company and any third person.
8. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the agreement.

FURTHER AFFIANT(s) SAYETH NAUGHT,



Joseph J. Tinney, Jr., Individually and as  
Vice President

SWORN TO AND SUBSCRIBED before me on this 18 day of July, 2006  
By Joseph Tinney Jr., who is personally known to me OR  
Who produced \_\_\_\_\_, as identification and who did take  
an oath.

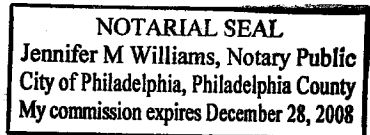
Jennifer Williams  
Notary Signature

Jennifer Williams  
Print Notary Name

NOTARY PUBLIC

State of Pennsylvania at large

My Commission Expires:



**GENERAL AERONAUTICAL SERVICES AGREEMENT**

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**Department of Airports**  
**Palm Beach International Airport**  
**Palm Beach County, Florida**

ARAMARK Aviation Services Limited Partnership

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**Service Provider**

GENERAL AERONAUTICAL SERVICES AGREEMENT  
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**GENERAL AERONAUTICAL SERVICES AGREEMENT**

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THIS AGREEMENT is made and entered into \_\_\_\_\_ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and ARAMARK Aviation Services Limited Partnership, having its office and principal place of business at 1101 Market Street, Philadelphia, PA 19107, Federal I. D. # 36-3940986 (hereinafter referred to as the "SERVICE PROVIDER").

**WITNESSETH:**

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

WHEREAS, SERVICE PROVIDER has entered into various Service Agreements with certain air carriers operating at the Airport; and

WHEREAS, SERVICE PROVIDER has indicated a willingness and demonstrated the ability to provide certain general aeronautical support services to the airlines serving the Airport or other Airport tenants on a non-exclusive basis in common with others authorized to do so.

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

ARTICLE I

TERM OF AGREEMENT

This Agreement shall commence on the 1st day of October 2006, and shall terminate on the 30th day of September, 2007, and shall automatically be extended on a year-to-year basis (October 1st through September 30th), unless either party hereto, with the Department acting on behalf of the COUNTY, shall advise, by at least ninety (90) days advance written notice, the other party of its desire or intent to amend or terminate this Agreement.

ARTICLE II

PRIVILEGES AND AUTHORIZED SERVICES

2.01 Description of General Privileges, Uses and Rights. COUNTY hereby grants to the SERVICE PROVIDER, the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport:

- A. The general use, in common with others, of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by SERVICE PROVIDER in connection with its operations hereunder. For the purpose of this Agreement "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to said Airport, not specifically leased to or under the contractual control of others.
- B. The right of ingress to and egress from the Airport premises over and across public roadways serving the Airport for SERVICE