

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>48,607</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>48,607</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 X
 Budget Account No: Fund 4100 Department 120 Unit 8320 Object 4401
 Reporting Category _____

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

Approval of the Amendment will result in rental credits to US Airways, Inc., in the amount of \$48,607.11.

C. Departmental Fiscal Review: Michael Simmer

III. REVIEW COMMENTS

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

6-4-08
Atwill 6-6-08
 6/6/08 OFMB 6/5/08 6/2/08
Ann J. Jacoby 6/9/08
 6/10/08 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

Anna Brink 6/10/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND US AIRWAYS, INC.**

THIS FIRST AMENDMENT (this "Amendment") is made and entered into this day of May, 2008 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and US Airways, Inc., a Delaware corporation, having its office and principal place of business at 111 West Rio Salado Parkway, Tempe, Arizona 85281("Airline").

WITNESSETH:

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

WHEREAS, Airline is engaged in the business of scheduled air transportation of passengers; and

WHEREAS, County desires to market and promote air transportation service at the Airport; and

WHEREAS, County and Airline entered into that certain Airline-Airport Use and Lease Agreement dated July 25, 2007 (R2007-1499), authorizing the use of certain Airport facilities ("Use Agreement"); and

WHEREAS, the Use Agreement provides for County's ability to charge certain fees and charges for use of the Airport facilities; and

WHEREAS, County desires to provide Airline with rental credits for Airline's nonstop arrival and departure service to/from Airport and Las Vegas McCarran International Airport in Las Vegas, NV from February 11, 2007 through August 17, 2007 ("Las Vegas Flight"); and

WHEREAS, Airline has completed and delivered to County the Airline Service Incentive Reporting Form, attached hereto as Exhibit "A"; and

WHEREAS, the parties hereto desire to amend the Use Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Amendment. Terms not defined herein shall have the meanings ascribed to the in the Use Agreement.
2. County shall provide Airline with a one-time rental credit in the amount of Forty Eight Thousand Six Hundred Seven Dollars and Eleven Cents (\$48,607.11), which is equivalent to the Gate Usage and Landing Fee Charges incurred by Airline for the Las Vegas Flight. County shall apply the rental credit, in a manner acceptable to the Department, against applicable charges payable by Airline to County pursuant to the Use Agreement.
3. Nothing in this Amendment shall be construed as requiring County to provide Airline with cash reimbursement for any charges incurred by Airline for the Las Vegas Flight.

4. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Amendment by such reference.
5. Except as specifically modified herein, all of the terms and conditions of the Use Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
6. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, County has caused this Amendment to be signed by the Chair or Vice Chair of the Palm Beach Board of County Commissioners ("Board"), pursuant to the authority granted by the Board, and Airline, US Airways, Inc., has caused these presents to be signed in its corporate name by its duly authorized officer, the _____, acting on behalf of Airline, and the seal of Airline to be affixed hereto and attested by the Secretary of Airline, the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

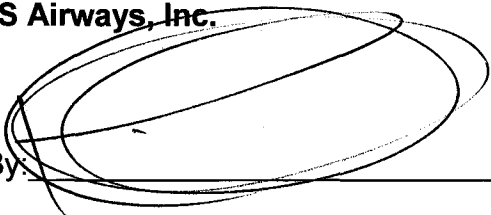
By: *Sharon Bock*
County Attorney

By: *Paul Lambert*
Director, Department of Airports

Signed, sealed and delivered in the presence of two witnesses for AIRLINE

AIRLINE:
US Airways, Inc.

Lorraine Carey
Signature
Lorraine Carey
Name (type or print)

By: 

PAUL M. LAMBERT
Name (type or print) **PRESIDENT**

Kathy Martin
Signature
Kathy Martin
Name (type or print)

1
Title

ATTEST:

By: *Caroline B. Ray*
Secretary

(Corporate Seal)

EXHIBIT "A"
AIRLINE SERVICE INCENTIVE PROGRAM
PARTICIPATION AGREEMENT FOR QUALIFIED DOMESTIC FLIGHTS

To be used for new non-stop Domestic or International Flights

1.	Airline Name	<u>US Airways, Inc.</u>
2.	Dates of Service (from – to)	<u>February 11, 2007 – August 17, 2007</u>
3.	Flight Number(s)	<u>1201 and 556</u>
4.	Aircraft Type(s)	<u>A320</u>
5.	First Fiscal Year	<u>FY2007 (10/01/06 – 9/30/07)</u>
6.	Landed Weight	<u>142200</u>
7.	Number of Landings	<u>106</u>
8.	Landing Fee Rate	<u>\$1.108 per 1,000 lbs. of Maximum Gross</u> <u>Landing Weight</u>
9.	Total Landing Fee	<u>\$16,701.11</u>
10.	Gate Usage Charge Rate	<u>\$276 per 90 minute use, or any portion</u> <u>thereof, plus \$25 electric surcharge</u>
11.	Total Gate Usage Charge	<u>\$31,906.00</u>
12.	TOTAL INCENTIVE AMOUNT	<u>\$48,607.11</u>

NOTE: Landings are to be separated by fiscal year as the rates change each fiscal year

CONTACT NAME: Dave Fernandez

CONTACT PHONE NUMBER 561-233-7600