

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* See below				
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8320/8430 RSource Various
 Reporting Category _____

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

✶ Airlines pay a variety of fees for use of Airport facilities including terminal rent, baggage facilities, loading bridge systems, apron areas, and runways. Some charges are variable and are dependant on flight operations and passenger traffic. Fees are calculated based on the Airline Use and Lease Agreement, adjusted annually for current operations and maintenance costs and debt service allocations. Airline revenues are budgeted in total by revenue source based on projected activity.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 12/20/12
 1/10/13
 JH

[Signature]
 Contract Dev. and Control
 1-3-13 B. Becker 1/3/13

B. Legal Sufficiency:

Anne Helgard 1-4-13
 Assistant County Attorney

C. Other Department Review:

 Department Director



JLT AEROSPACE (North America) Inc.
2300 Dulles Station Boulevard
Suite 230
Herndon, VA 20171
Main: 703 459-2380
Facsimile: 703 459-2381

CERTIFICATE OF INSURANCE JB-12-014

This is to certify to: Airport Fiscal Director
Palm Beach International Airport /Attn: J.S. Bolton (jsbolton@pbia.org)
Building 846
West Palm Beach, Florida 33406-1491

That: JetBlue Airways Corporation (Named Insured)
27-01 Queens Plaza North
Long Island City, NY 11101

as of this date, has arranged for the following insurance coverage(s) for the period and with underwriters as identified on the attached Security Sheet.

COVERAGES:

COMPREHENSIVE AIRLINE LIABILITY INSURANCE

Combined Single Limit

Including, but not limited to: Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products, Ground Hangarkeepers and Completed Operations Liabilities, On Airport Automobile, Off Airport Excess Automobile, Employers' Liabilities.

Each Occurrence*
\$25,000,000

*REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES.

CONTRACT(S): The "Airline-Airport Use and Lease Agreement, Palm Beach International Airport, Palm Beach County, Florida" (the "Agreement") between the County of Palm Beach, Florida (the "County") and JetBlue Airways Corporation (the "Airline").

AIRCRAFT INSURED: Any aircraft owned, used, maintained and/or operated by the Named Insured.

OTHER COVERAGES/CONDITIONS/REMARKS

Subject always to the scope of the attached policies and all the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the policies are endorsed to include the following provisions(s):

The insurers waive their rights of subrogation against the Additional Insureds but only to the extent the Named Insured has waived its rights of recovery under the Contract(s).

Palm Beach County, a Political Subdivision of the state of Florida, its Officers, Employees and Agents, c/o Department of Airports, are included as Additional Insureds as their respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects its legal liability as manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

In the event of cancellation or material changes of the above policies by insurers that would adversely affect the interest of the Additional Insureds, insurers agree to provide 30 days prior written notice to the Certificate Holders.

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort neither under the above policies nor as a result of this certification.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contact or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, limitations and conditions of such policies (including, but not limited to an Electronic Date Recognition Exclusion Clause, and a related Electronic Date Recognition Exclusion Limited Coverage Endorsement; copies of which will be made available on request).

Authorized Representative

December 1, 2012
Date



JLT AEROSPACE (North America) Inc.
2300 Dulles Station Boulevard
Suite 230
Herndon, VA 20171
Main: 703 459-2380
Facsimile: 703 459-2381

CERTIFICATE OF INSURANCE JB-12-014

SECURITY SHEET

POLICY TERM: December 1, 2012 to December 1, 2013, on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

<u>INSURER/ADDRESS</u>	<u>POLICY NUMBER</u>
Allianz Global Risks US Insurance Company	A1AL000033712AM
National Union Fire Insurance Company of Pittsburgh PA per Chartis Aerospace Insurance Services, Inc.	HL185/9951/04
AXA Corporate Solutions Assurance	301691
XL Specialty Insurance Company	UA00001927AV12A
StarNet Insurance Company per Berkley Aviation, LLC	BA-12-12-00027
Starr Surplus Lines Insurance Company per Starr Aviation Agency, Inc.	SASLAMR63607212-02
Ironshore Specialty Insurance Company per Starr Aviation Agency, Inc.	IHM100112-03
Member Companies of Global Aerospace, Inc.	2811567/12
International Insurance Company of Hannover Ltd	JBL12HCOA1
BlueBermuda Insurance Ltd.	001/12

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
LSW 1001 (Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Willis of New York, Inc. One World Financial Center 200 Liberty Street New York NY 10281	CONTACT NAME: [Blank]	PHONE (A/C, No, Ext): 212-907-5900	FAX (A/C, No): 212-907-6300
	E-MAIL ADDRESS: [Blank]		
INSURED JetBlue Airways Corporation 27-01 Queens Plaza North Long Island City NY 11101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 803529216 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC0342035 WC0342036 WC066061149	4/1/2012 4/1/2012 4/1/2012	4/1/2013 4/1/2013 4/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kenneth S. Hocher Jr.</i>
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C E R T I F I C A T E
(Corporation)

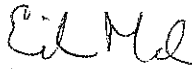
The undersigned hereby certifies that the following are true and correct statements:

1. That Eileen McCarthy is the Assistant Secretary of JetBlue Airways Corporation, a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation".

2. That Richard Smyth, the VP of Corporate Real Estate of the Corporation, is authorized to execute that certain Agreement for Two-Year Extension and Amendment of the Airline-Airport Use and Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 25th day of October, 2012.



[Signature]

Corporate Seal

Eileen McCarthy, Assistant Secretary

JetBlue Airways Corporation

**AMENDMENT TO EXTEND
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

THIS AMENDMENT TO EXTEND AIRLINE-AIRPORT USE AND LEASE AGREEMENT (this "Amendment") is made and entered into NOV 26 2012, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and JetBlue Airways Corporation, a Delaware corporation, having its office and principal place of business at 118-29 Queens Plaza North, Long Island City, New York 11101 ("AIRLINE").

WITNESSETH:

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

WHEREAS, AIRLINE is engaged in the business of scheduled air transportation for the carriage of persons, property, parcels, cargo, and mail; and

WHEREAS, COUNTY and AIRLINE have entered into that certain Airline-Airport Use and Lease Agreement dated December 29, 2006 (R2007-0272) (the "Agreement"), as amended, which is scheduled to terminate on September 30, 2012; and

WHEREAS, COUNTY and AIRLINE desire to extend the termination date of the Agreement for an additional two (2) years.

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 acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of the Agreement shall be extended by two (2) additional years, expiring on September 30, 2014.

3. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

5. Paragraph Headings. The heading of the various sections of this Amendment 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 Amendment or the Agreement.

6. Effective Date. This Amendment shall be considered effective upon execution by the parties hereto.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, COUNTY and AIRLINE have executed this Amendment as of the day and year first written above.

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

[Signature]
Witness Signature
Jeffrey S. Bolton

(typed or printed)
Debra Reese
Witness Signature

Debra Reese
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]

Title: Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

ATTEST:

By: [Signature]
Assistant Secretary

AIRLINE:

[Signature]
By: [Signature]
Richard Smyth
Typed or Printed Name of Corporate Officer-

Title: Vice President - CRE

(Corporate Seal)

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

[Signature]
Witness Signature

[Signature]
(typed or printed)

[Signature]
Witness Signature

JACK ROSSI, COUNSEL
(typed or printed)