

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:  March 12, 2013           [x] Consent [ ] Regular
                                               [ ] Workshop [ ] Public Hearing
Department:
Submitted By:  Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Two (2) original Agreements for the Department of Airports:

1. Amendment to Extend Airline-Airport Use and Lease Agreement with Southwest Airlines Co. to extend the termination date of the Agreement for two (2) additional years to expire on September 30, 2014.

2. Amendment to Extend Airline-Airport Use and Lease Agreement with Delta Air Lines, Inc. to extend the termination date of the Agreement for two (2) additional years to expire on September 30, 2014.

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-2012-0823. Countywide (AH)

Background and Justification: N/A

Attachments: Two (2) Standard Agreements for the Department of Airports

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Recommended By: Jerry Kelly                  1/13/13
                  Department Director              Date

Approved By:   [Signature]                    2/13/13
                  County Administrator             Date

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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	<u>* See below</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# 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 Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 2/13/13
 2/1

[Signature] 2/12/13
 Contract Dev. and Control
 2-12-13 B. Wheeler

B. Legal Sufficiency:

Anne Delegant 2-13-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

CERTIFICATE
(Corporation)

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

1. That Ron Ricks is the Secretary of Southwest Airlines Co., a corporation organized and existing in good standing under the laws of the State of Texas, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 7th day of November, 1995, in accordance with the laws of the State of Texas, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement for One-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 be it

FURTHER RESOLVED, that Bob Montgomery the V.P. Properties of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.


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 9th day of June, 2011.

Ron Ricks

[Signature]

Corporate Seal

RON RICKS, Secretary
SOUTHWEST AIRLINES 

REC'D
 2012 DEC 13 AM 10 25
 DEPT OF AIRPORTS
 BLDG. 848. PEIA

CERTIFICATE OF INSURANCE
 Issued on behalf of Insurers by
Willis of Texas, Inc. – Global Aviation
 920 Memorial City Way; Suite 500
 Houston, TX 77024
 Telephone (713) 961-3800, Fax (713) 961-0069

This is to certify to:

Palm Beach County Board of County Commissioners
 Department of Airports
 846 Palm Beach International Airport
 West Palm Beach, FL 33406

(Sometimes referred to herein as the Certificate Holder(s))

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

NAMED INSURED: Southwest Airlines Co., AirTran Holdings, Inc., including AirTran Airways, Inc.

NAMED INSURED'S ADDRESS: 2702 Love Field Drive
Dallas, TX 75235-1611

INSURANCE COVERAGES: **Airline Liability Insurance** (including but not limited to General Liability, Passenger Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Mail Legal Liability, Host Liquor Law Liability, Excess Automobile Liability, Excess Employers Liability).

POLICY PERIOD: December 15, 2012 to December 15, 2013 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

GEOGRAPHICAL LIMITS: Worldwide

LIMITS OF LIABILITY: **Note: Aggregate limits may be reduced due to paid claims.**

As respects Airline Liability Insurance: Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): Not less than US\$25,000,000 any one occurrence/offense, in the aggregate

Certificate No. SWA-AP-83

annually as respects Products, Completed Operations and Personal Injury Liabilities.

However, the following sub-limits apply as part of and not in addition to the limit stated above:

As respects Personal Injury to third parties other than passengers: Not less than US\$25,000,000 any one occurrence, any one offense, in the aggregate annually.

PREMISES INSURED: Solely as respects **Airline Liability Insurance:** Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Air Transportation Business.

VEHICLES INSURED: Solely as respects **Airline Liability Insurance:** Ground Mobile Equipment and Automobiles operated by or on behalf of the Named Insured on restricted airport premises.

CONTRACT(S): To the extent required as respects the Agreement between Palm Beach County Board of County Commissioners and Southwest Airlines Co., the following shall apply: regarding the Equipment (as defined below) (hereinafter, the "Contract(s)")

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles warranties and endorsements 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 following provision(s) apply(ies):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s): The Certificate Holder are included as Additional Insureds (collectively the Additional Insureds, individually an Additional Insured) as their respective interests may appear, warranted no operational interest.

As respects All Coverage(s): In the event of cancellation or material change of the policies by Insurers, which would adversely affect the interests of the Additional Insureds, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s) -- at the addresses shown on page one of this Certificate of Insurance.

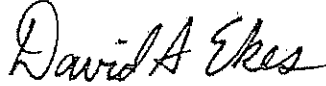
As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii)

Certificate No. SWA-AP-83

termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those 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 under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: December 15, 2012



AUTHORIZED REPRESENTATIVE: _____

Willis of Texas, Inc.
Global Aviation

Certificate No. SWA-AP-83



December 15, 2012-2013 SECURITY (the "Insurers")
As respects Southwest Airlines Co. and AirTran Airways, Inc.
Aircraft Hull and/or Airline Liability Insurance:

<u>Insurer</u>	<u>Policy Numbers</u>
Member Companies of United States Aviation Underwriters, Inc. One Seaport Plaza New York, NY 10038	SIHL1-716T
One or more of the Member Companies of Global Aerospace, Inc. One Sylvan Way Parsippany, NJ 07054	283372/12
Underwriters at Lloyd's & certain Insurance Companies, London, England c/o Willis Limited Ten Trinity Square London, EC3P 3AX England	Q11501A12
Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC 317 Madison, Suite 1110 New York, New York 10017	A1AL000047012AM
Commerce and Industry Insurance Company Through Chartis Aerospace 100 Colony Square, Suite 1000 Atlanta, GA 30361	HL 003387367-17
Starr Surplus Lines Insurance Company Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	SASLAMR63608712-02
Ironshore Specialty Insurance Co. Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	IHM100014-04
XL Insurance One World Financial Center 200 Liberty Street, 21st Floor New York, NY 10281	UA00001954AV12A

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2012

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).

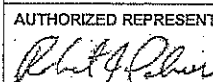
PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, No. Ext): (877) 945-7378		FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:		
INSURED Southwest Airlines Co. P. O. Box 36611 Dallas, TX 75235	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indemnity Insurance Company of North America		43575
	INSURER B : ACE American Insurance Company		22667
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR 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 GEN'L 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC47125686	12/15/2012	12/15/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
B	Worker's Comp			WLRC47125698	12/15/2012	12/15/2013	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All Operations usual to an Airline.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 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 
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: WI Workers Compensation CARRIER: Ace American Insurance Company POLICY TERM: 12/15/2012 to 12/15/2013 POLICY NUMBER: SCFC47125704	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 Disease – Each Employee
POLICY TYPE: NV, OH, WA Workers Compensation CARRIER: Ace American Insurance Company POLICY TERM: 12/15/2012 to 12/15/2013 POLICY NUMBER: WCUC47125716	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 Disease – Each Employee
POLICY TYPE: AZ, CA, MA Workers Compensation CARRIER: Ace American Insurance Company POLICY TERM: 12/15/2012 to 12/15/2013 POLICY NUMBER: WLRC47125698	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 Disease – Each Employee

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation (AZ, CA, MA) CARRIER: ACE American Insurance Company POLICY TERM: 12/15/2012 – 12/15/2013 POLICY NUMBER: WLRC47125662	Each accident: \$1,000,000 Disease – policy limit: \$1,000,000 Disease – each employee: \$1,000,000
POLICY TYPE: Workers Compensation (WI) CARRIER: ACE American Insurance Company POLICY TERM: 12/15/2012 – 12/15/2013 POLICY NUMBER: SCFC47125674	Each accident: \$1,000,000 Disease – policy limit: \$1,000,000 Disease – each employee: \$1,000,000

**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 JAN 17 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Southwest Airlines Co., a Texas corporation, having its office and principal place of business at 2702 Love Field Drive, Dallas, Texas 75235 ("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 October 19, 2006 (R2006-2642) (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. Modification of Leased Area. The parties agree that effective October 1, 2012, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment.
4. 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.
5. 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.
6. 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.
7. 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:

Witness Signature Jeffrey S. Bolton
Jeffrey S. Bolton

(typed or printed)
Debra Reese
Witness Signature

Debra Reese
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]

Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

ATTEST:

By: [Signature]
Secretary

AIRLINE: Southwest Airlines

By: [Signature]

Typed or printed name of Corporate Officer: Bob Montgomerie
Title: Vice President - Airport Affairs

(Corporate Seal)

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

Witness Signature [Signature]

(typed or printed)
BETH ZURENKO

Witness Signature [Signature]

(typed or printed)
ROSA MARTIN

EXHIBIT "B" to Airline Use and Lease Agreement
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
First Level Plan – Palm Beach International Airport

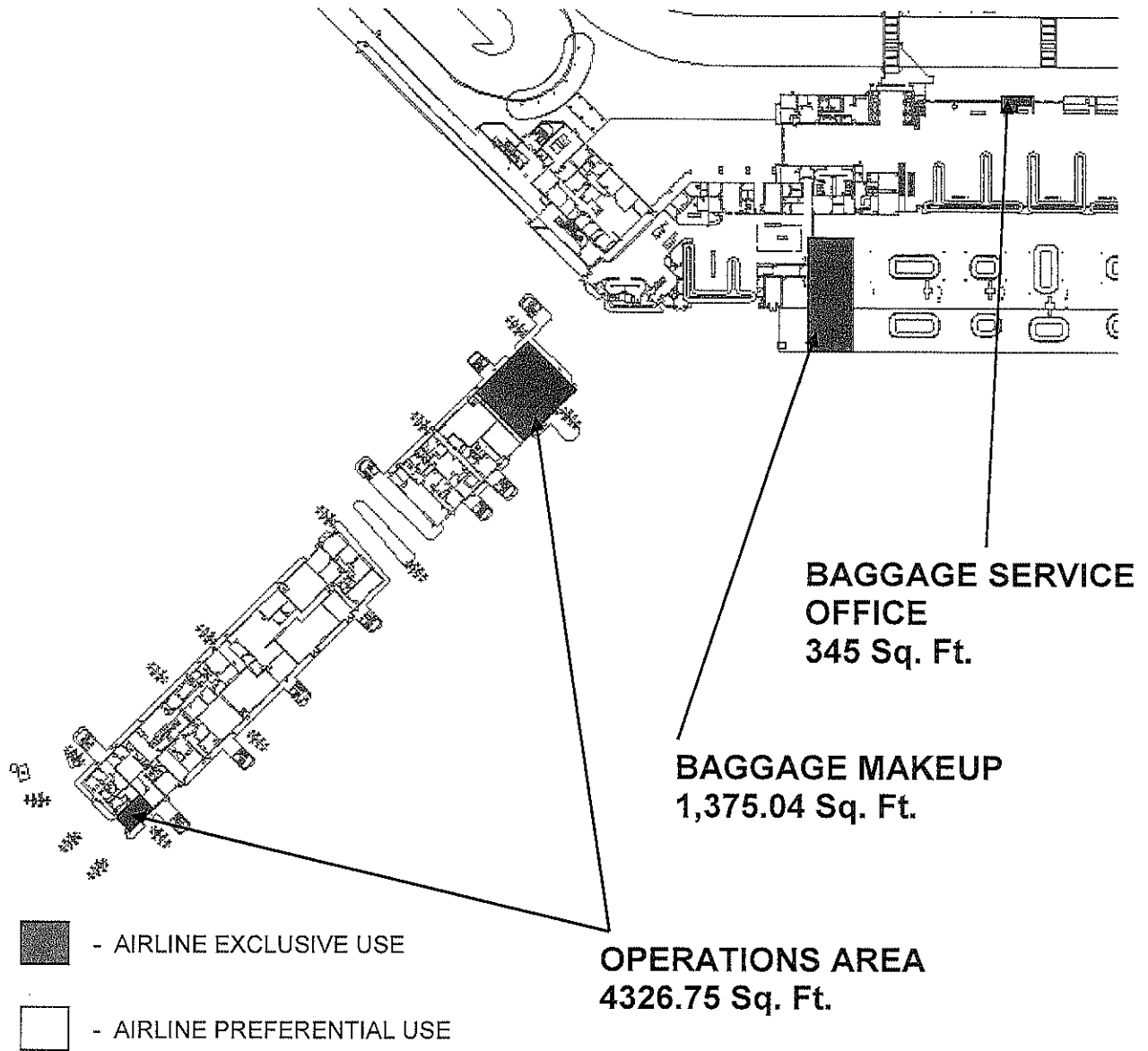
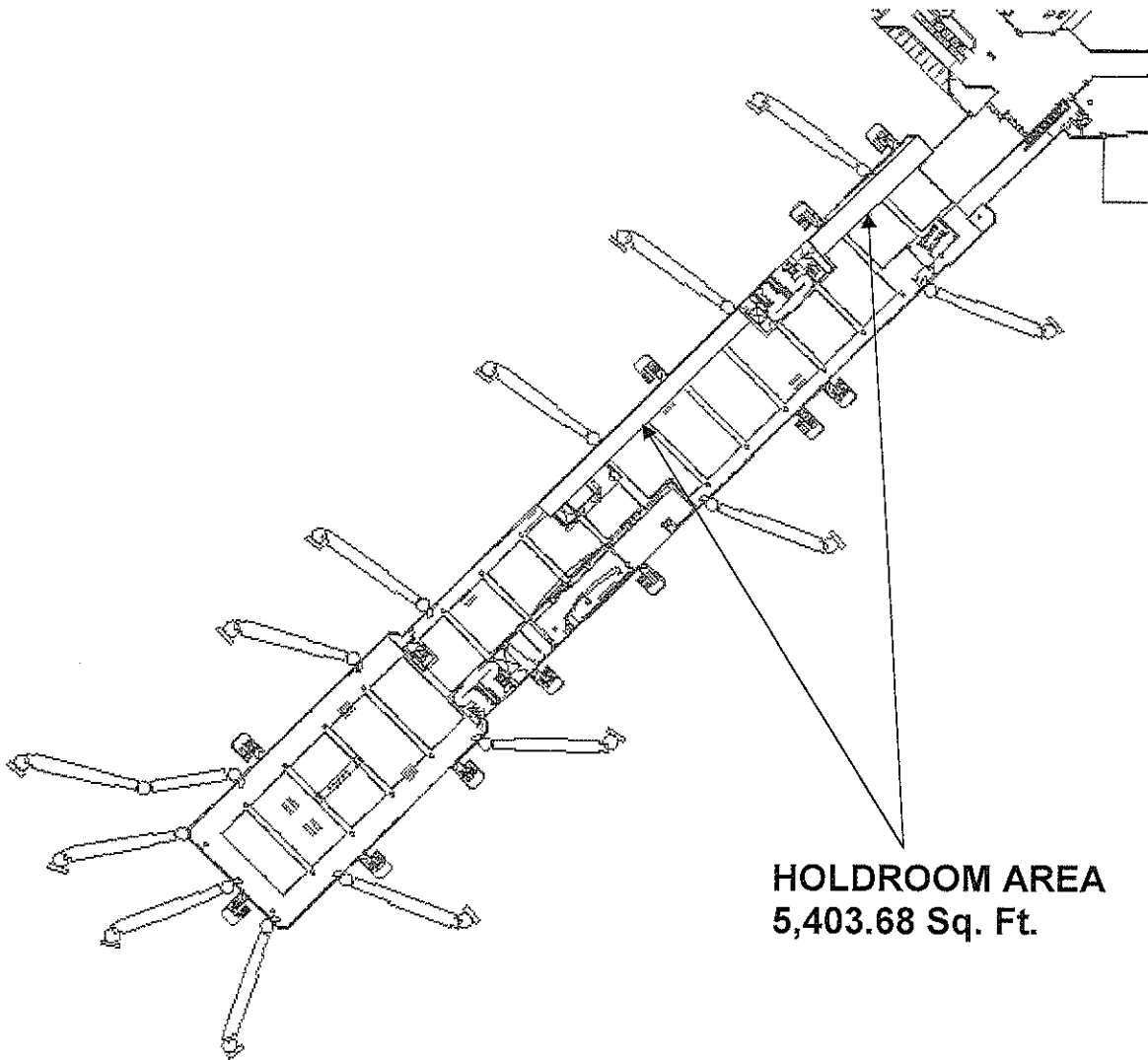


EXHIBIT "B" to Airline Use and Lease Agreement
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
Second Level Plan – Palm Beach International Airport



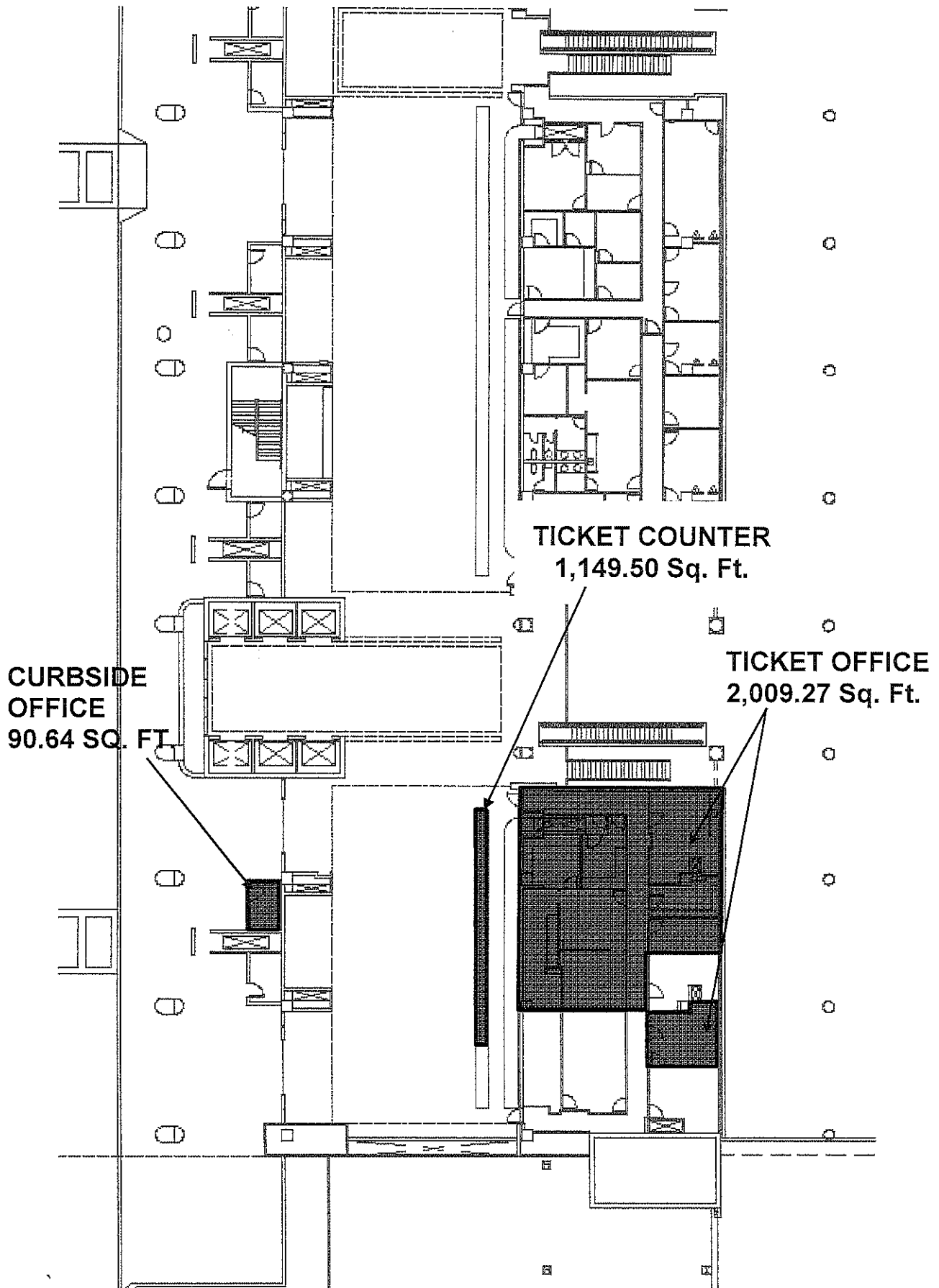
■ - AIRLINE EXCLUSIVE USE

□ - AIRLINE PREFERENTIAL USE

**NO EXCLUSIVE USE OR
PREFERENTIAL USE PREMISES**

EXHIBIT "B" to Airline Use and Lease Agreement
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
Third Level Plan – Palm Beach International Airport



■ - AIRLINE EXCLUSIVE USE

□ - AIRLINE PREFERENTIAL USE

CERTIFICATE
(Corporation)

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

1. That Jan M. Davidson ^{Asst.} is the Secretary of Delta Air Lines, Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 12th day of May, 1967, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement for Two-Year Extension and Amendment of 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 be it

FURTHER RESOLVED, that David Hamm, the Managing Dir - CRE of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

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 4th day of September, 2012

Jan M Davidson

[Signature]

Corporate Seal

Assistant, Secretary
Delta Air Lines, Inc

Jan M. Davidson
Assistant Secretary

RECEIVED
2012 DEC 21 PM 10:33
BUILD UP AIRPORT
BLDG. 846. PBIA

Marsh & McLennan Companies
121 River Street
Waterfront Corporate Center
Hoboken, NJ 07030
Phone: 201-284-6137 Fax: 201-284-4909
E-Mail: Robert.J.Watkins@marsh.com

CERTIFICATE OF INSURANCE
(Sometimes referred to herein as "this Certificate")

Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:

Palm Beach County
Department of Airports
Building 846, Palm Beach International Airport
West Palm Beach, FL 33406-1491

(Sometimes referred to herein as "the Certificate Holder(s)")

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

NAMED INSURED(S): Delta Air Lines, Inc.; Comair, Inc.; DAL Global Services, LLC; Regional Elite Airline Services, LLC; Epsilon Trading LLC (hereinafter, the "Named Insured(s)")

NAMED INSURED(S)' ADDRESS: c/o Delta Air Lines, Inc., Risk Management Department 858, 1030 Delta Boulevard, Atlanta, GA 30320 (hereinafter, the "Named Insured(s)' Address")

POLICY PERIOD: December 21, 2012 to December 21, 2013 on both dates at 12:01 AM local time in effect at the Named Insured(s)' Address (hereinafter, the "Policy Period")

POLICY(IES) (hereinafter, the "Policy(ies)")/INSURERS (hereinafter, "Insurers")/POLICY NUMBERS:

A Schedule of Policy(ies), Insurers and Policy Numbers is available on the web at:

<https://connectv7.mercer.com/eRoom/MarshNA/AviationExt>

Then, when prompted, please enter (*please note "Name" and "Password" are case-sensitive*):

Name: DELTA-COMAIR; Password DLCANWA8GA

FOR INFORMATIONAL PURPOSES ONLY: This site also contains the Named Insured(s)' most current certificate of insurance from the FAA regarding the Named Insured(s)' war risks insurance. Any renewal thereof will be posted to the site as soon as we receive same from the Named Insured(s).

SEVERAL LIABILITY NOTICE

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is 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)

GEOGRAPHICAL LIMITS: Worldwide.

DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES: Airline Airport Lease and Use Agreement (Contract #30705) between Palm Beach County and Delta Air Lines, Inc. (hereinafter, the "Contract(s)").

DESCRIPTION OF EQUIPMENT TO WHICH THIS CERTIFICATE APPLIES: Any aircraft owned or operated by the Named Insured. (hereinafter, the "Equipment").

SPECIAL PROVISION(S)

The following Special Provision(s) only apply(ies) to: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured(s):

Solely as respects airline liability insurance: Palm Beach County, a Political Subdivision of the State of Florida, its officers, employees and agents is/are included as additional insured(s) (the "Additional Insured(s)") as their respective interests may appear, warranted no operational interest.

Solely as respects airline liability insurance: In the event of cancellation of the Policy(ies) (for any reason whatsoever, including non payment of premium) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days after issuance of notice to the Certificate Holder(s) (through Marsh & McLennan Companies) at the address(es) shown on the first page of this Certificate.

If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no address(es) shown above or if the address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh & McLennan Companies (in writing, at the above address) of the correct address(es) of said Certificate Holder(s). Failure to do so will relieve Marsh & McLennan Companies of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the Certificate Holder(s)' address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh & McLennan Companies (in writing, at the above address) with the correct Certificate Holder(s)' address(es), in which case Marsh & McLennan Companies will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.

This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions of the Contract(s); (iv) solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)' (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2012

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 Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326	CONTACT NAME: 	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Ins Co Of North America		43575
INSURER C: United States Aviation Underwriters		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: ATL-002745872-29	REVISION NUMBER: 5
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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 GEN'L 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ ⁰		SIHL 1-745T	12/21/2012	12/21/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B 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 N	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Specific XS/WC Employers Liab. SIR: \$1,000,000		WCUC471 28663 (GA)	02/01/2013	02/01/2014	WC : Statutory EL : \$1,000,000 Acc/Aggr.

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

CERTIFICATE HOLDER PALM BEACH COUNTY BLDG. 846 PALM BEACH INT'L AP WEST PALM BEACH, FL 33406-1491	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2012

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 Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 J07890-DELTA-endor-13-14	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE American Insurance Company		NAIC # 22667	
INSURER B: Indemnity Ins Co Of North America		NAIC # 43575	
INSURER C: N/A		NAIC # N/A	
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATL-002745826-14 **REVISION NUMBER:** 1

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 INSR	SUBR 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 GEN'L 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 - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	WLR C4 7128675 (AOS)	02/01/2013	02/01/2014	X WC STATUTORY 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
A				SCF C471 28687 (WI)	02/01/2013	02/01/2014	
A				WLR C471 28699 (MN)	02/01/2013	02/01/2014	
A				WLR C4 7128705 (AZ,CA,MA)	02/01/2013	02/01/2014	

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

FULL CERTIFICATE HOLDER NAME: 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 DEPT. OF AIRPORTS, 846 PALM BEACH INTERNATIONAL AIRPORT, WEST PALM BEACH, FL 33406

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS c/o PALM BEACH COUNTY DEPT. 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 of Marsh USA Inc. Manashi Mukherjee
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**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 Delta Air Lines, Inc., a Delaware corporation, having its office and principal place of business at Hartsfield-Jackson International Airport, Atlanta, GA 30320 ("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 January 30, 2007 (R2007-0386) (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. Modification of Leased Area. The parties agree that effective October 1, 2012, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment.
4. 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.
5. 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.
6. 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.
7. 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:

Witness Signature *J.S. Bolton*
Jeffrey S. Bolton

(typed or printed)
Witness Signature Debra Reese

Debra Reese
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: *Sam Kelly*

Title: Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Anne Delgado*
County Attorney

ATTEST:

By: *Jan M. Davidson*
Secretary
Jan M. Davidson
Assistant Secretary

AIRLINE: *David Hamm*

By: David Hamm
Managing Director - Corporate Real Estate

Typed or Printed Name of Corporate Officer-

Title: _____

(Corporate Seal)

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

Witness Signature *Brian Miller*

BRIAN MILLER
(typed or printed)

Witness Signature *Lisa Gavin*

Lisa Gavin
(typed or printed)

EXHIBIT "B" to Airline Use and Lease Agreement
Delta Air Lines, Inc.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
First Level Plan – Palm Beach International Airport

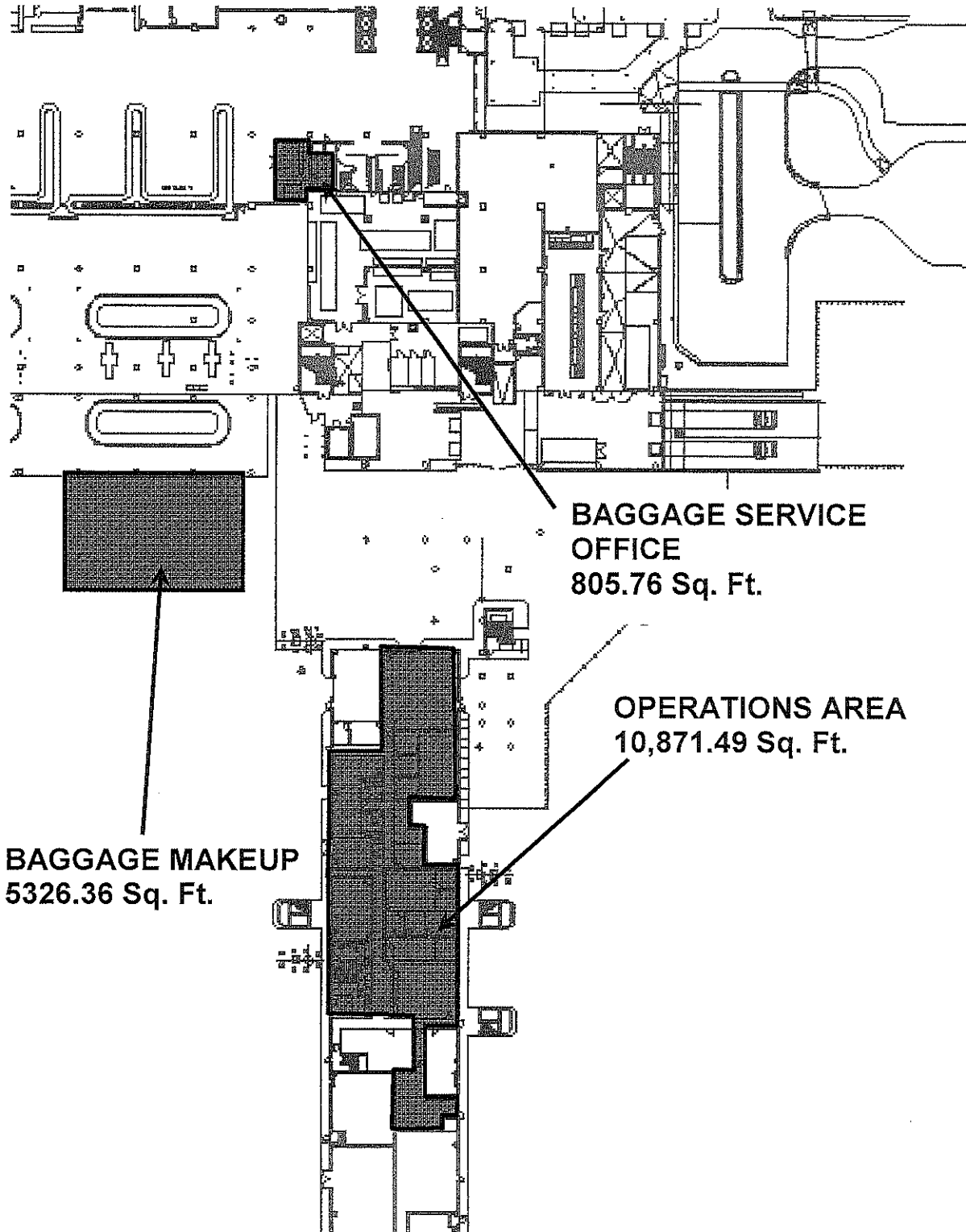


EXHIBIT "B" to Airline Use and Lease Agreement
Delta Air Lines, Inc.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
Second Level Plan – Palm Beach International Airport

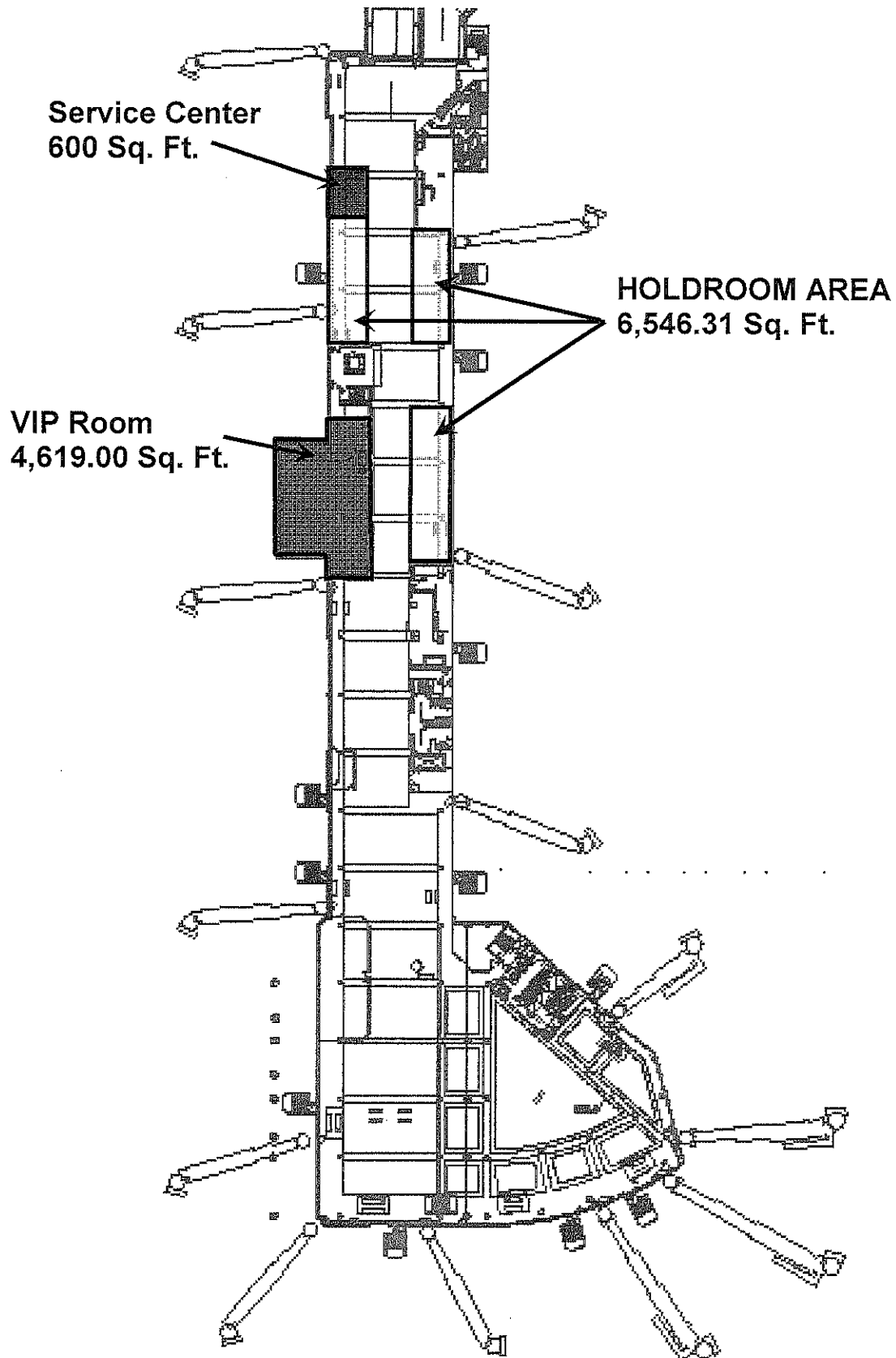


EXHIBIT "B" to Airline Use and Lease Agreement
Delta Airways

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)
Third Level Plan – Palm Beach International Airport

