

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	*	_____	_____	_____	_____
# 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] 5/14/2013
 OFMB
 SN 5/14/13
 5/19

[Signature] 5/17/13
 Contract Dev. and Control
 5-17-13 B. O'Heck

B. Legal Sufficiency:

Arnie Delgant 5-21-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

**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 FEB 19 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and American Airlines, Inc., a Delaware corporation, having its office and principal place of business at 4333 Amon Carter Blvd., MD 5317, Fort Worth, Texas 76155 ("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 29, 2007 (R2007-0385) (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:

Jeffrey S. Bolton
Witness Signature
Jeffrey S. Bolton

(typed or printed)

Debra Reese
Witness Signature

Debra Reese
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: Jim Kelly

Title: Director of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgant
County Attorney

ATTEST:

By: [Signature]
Secretary

AIRLINE:

AMERICAN AIRLINES, INC.

By: [Signature]

Charlotte Tekitz
Typed or Printed Name of Corporate Officer

Title: Managing Director Real Estate

(Corporate Seal)

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

Claudia I. Aguirre
Witness Signature

CLAUDIA I. AGUIRRE
(typed or printed)

Becky Coffman
Witness Signature

Becky Coffman
(typed or printed)

EXHIBIT "B" to Airline Use and Lease Agreement
American Airlines, Inc.

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

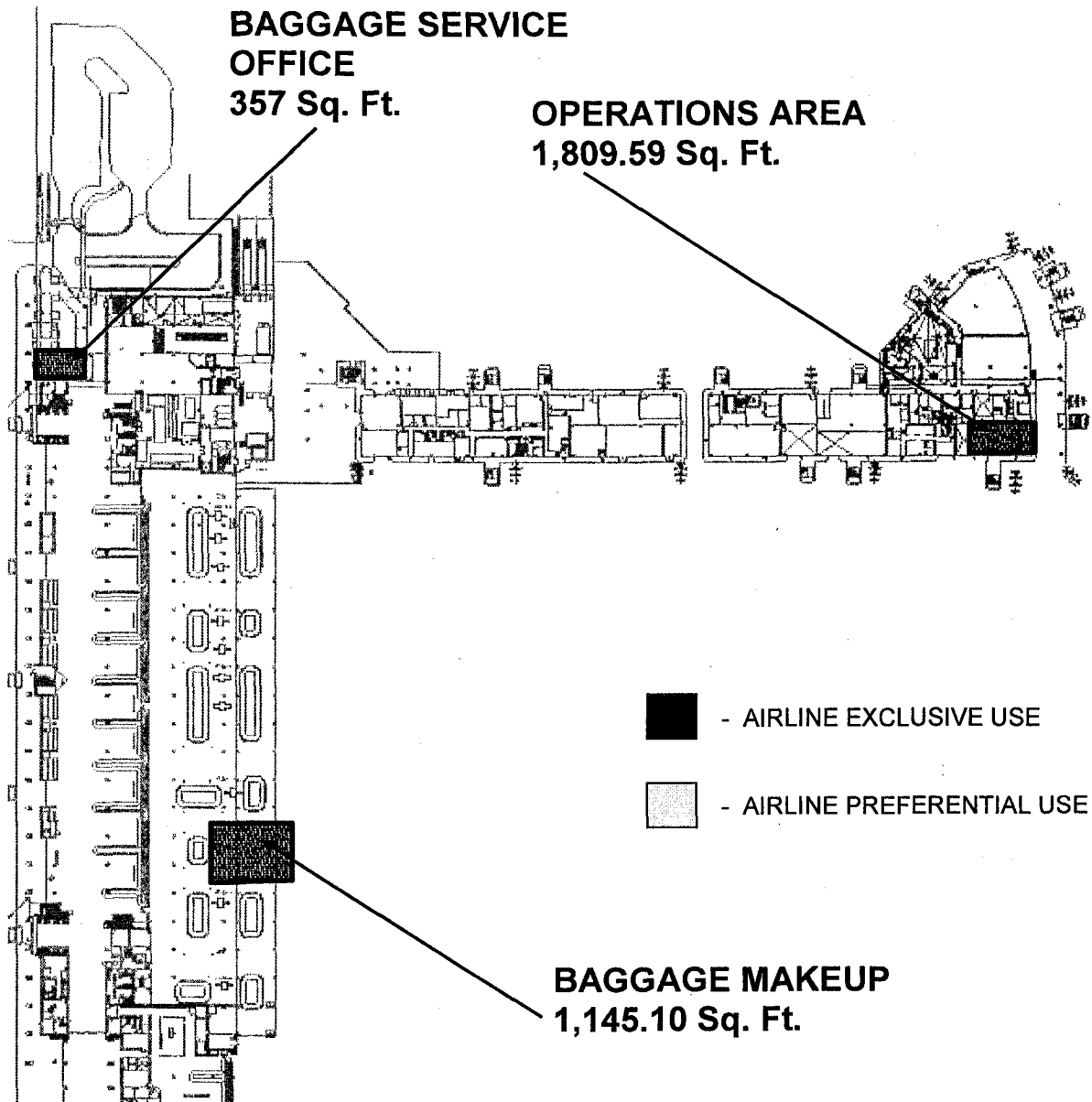


EXHIBIT "B" to Airline Use and Lease Agreement
American Airlines, Inc.

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

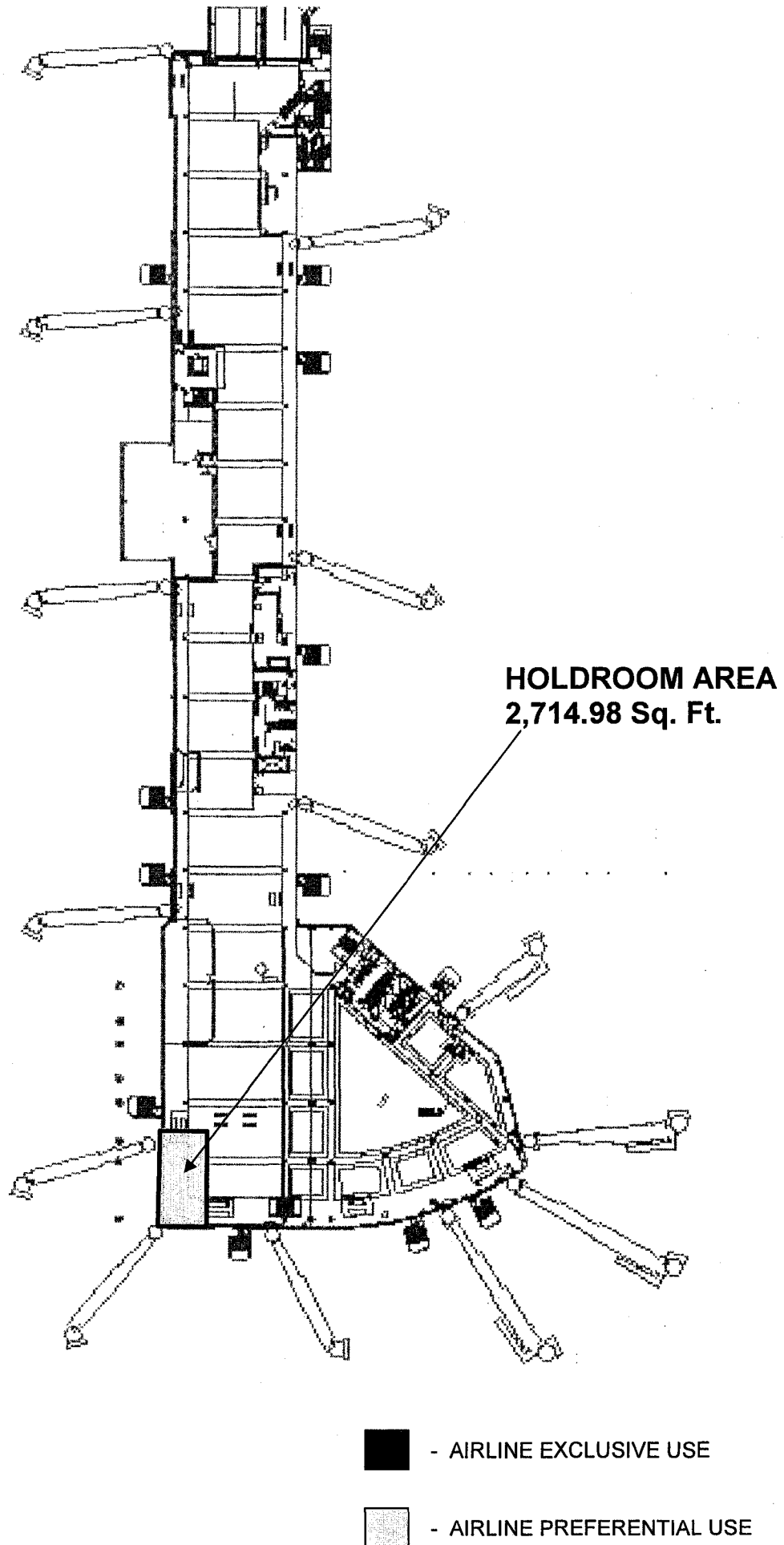
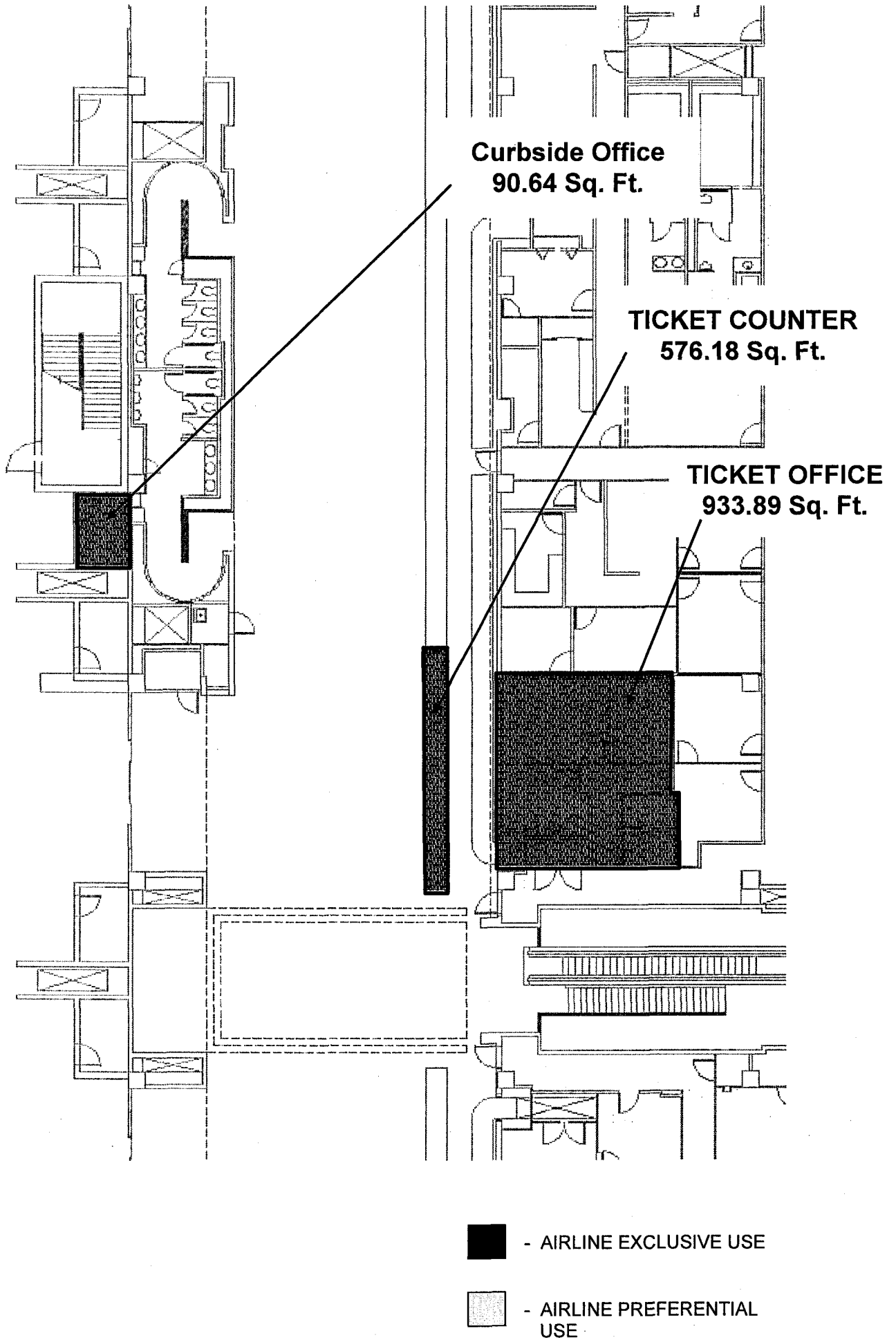


EXHIBIT "B" to Airline Use and Lease Agreement
American Airlines, Inc.

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



INCUMBENCY CERTIFICATE

I, Kenneth W. Wimberly, the duly qualified and elected Corporate Secretary of American Airlines, Inc., a Delaware corporation (the "Company"), am authorized to execute and deliver this Certificate on behalf of the Company and hereby certify that Charlotte Teklitz is authorized to sign the Amendment to Extend Airline-Airport Use and Lease Agreement Palm Beach International Airport between Palm Beach County and American Airlines, Inc.

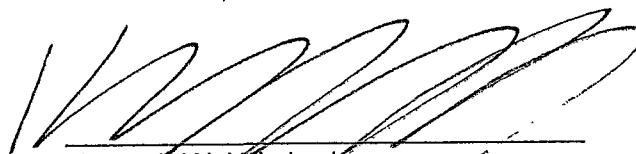
Name

Position

Charlotte Teklitz

Managing Director - Corporate Real Estate


IN WITNESS WHEREOF, I have hereto set my hand and the seal of the Company this 21 day of December, 2012.



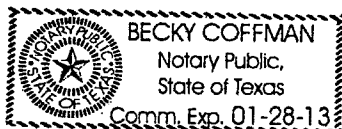
Kenneth W. Wimberly
Corporate Secretary

SEAL

SWORN AND SUBSCRIBED TO
before me this 21 day of December, 2012



Notary Public in and for Tarrant
County, Texas.
My Commission Expires: 01-28-13





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/1/2014 12/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATELY 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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED 100835 AMR Corporation and its subsidiaries including American Airlines, Inc. P.O. Box 619616 Dallas/Ft. Worth Airport TX 75261	INSURER A: Factory Mutual Insurance Company		21482
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES AMRC001 CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) See Below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED 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 HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	JV681	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> BUILDING	\$ See Below	
	CAUSES OF LOSS DEDUCTIBLES				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ See Below	
	<input type="checkbox"/> BASIC				BUILDING	BUSINESS INCOME	\$ XXXXXXXX
	<input type="checkbox"/> BROAD				CONTENTS	EXTRA EXPENSE	\$ XXXXXXXX
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$ XXXXXXXX
	<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$ XXXXXXXX	
	<input type="checkbox"/> WIND				BLANKET PERS PROP	\$ XXXXXXXX	
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$ XXXXXXXX	
						\$ XXXXXXXX	
						\$ XXXXXXXX	
	INLAND MARINE	TYPE OF POLICY			\$ XXXXXXXX		
	CAUSES OF LOSS	NOT APPLICABLE			\$ XXXXXXXX		
	NAMED PERILS	POLICY NUMBER			\$ XXXXXXXX		
	OTHER				\$ XXXXXXXX		
	CRIME				\$ XXXXXXXX		
	TYPE OF POLICY	NOT APPLICABLE			\$ XXXXXXXX		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE			\$ XXXXXXXX		
					\$		
					\$		

SPECIAL CONDITIONS/OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Airline-Airport Use and Lease Agreement. Property Limit: \$1,000,000. Certificate holder is included as Loss Payee as their interests may appear subject to the terms of the attached policy provision.

CERTIFICATE HOLDER	CANCELLATION [D478096]
109715 Palm Beach County, Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach FL 33406	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>Frank Scuderi</i>

1. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to AMR Corporation, or as may be directed by AMR Corporation.

Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee either on a Certificate of Insurance or other evidence of insurance on file with the Company or named below.

When named on a Certificate of Insurance or other evidence of insurance, such additional interests are automatically added to this Policy as their interests may appear as of the effective date shown on the Certificate of Insurance or other evidence of insurance. The Certificate of Insurance or other evidence of insurance will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

Certificate of Insurance No. 1388

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

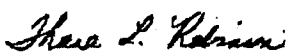
This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

Cancellation: Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

NAME AND ADDRESS OF CERTIFICATE HOLDER		NAME AND ADDRESS OF INSURED	
Palm Beach County, Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406		AMR Corporation and its subsidiaries including American Airlines, Inc. P.O. Box 619616 Dallas/Ft. Worth Airport, TX 75261	
TYPE OF COVERAGE	LIMITS OF LIABILITY LIMITS SHOWN ARE AS REQUESTED	POLICY PERIOD (MM/DD/YY)	INSURANCE COMPANY AND POLICY NUMBER
<u>A. AIRCRAFT LIABILITY</u> in respect of all aircraft owned, leased, or operated by the Named Insured, worldwide	\$25,000,000 Bodily Injury & Property Damage Combined	07/01/2012- 07/01/2013	SUBSCRIBING INSURERS FOR 100% PARTICIPATION ALLIANZ GLOBAL RISKS US INSURANCE COMPANY A1AL000136712AM STARNET INSURANCE COMPANY per Berkley Aviation BA-12-07-00028 COMMERCE & INDUSTRY INSURANCE COMPANY per Chartis Aviation, Inc. HL3387434-16 XL SPECIALTY INSURANCE COMPANY per XL Aerospace UA00001136AV12A SEE DIRECT PLACEMENT CERTIFICATE
<u>B. AIRCRAFT HULL INSURANCE</u> in respect of all insured aircraft owned or leased by the Named Insured, worldwide.			
<u>C. COMPREHENSIVE GENERAL LIABILITY</u> In respect of all Ground Operations of the Named Insured, including Premises Operations, Contractual, Products and Completed Operations, Hangarskeepers Liability - in flight	\$10,000,000 Bodily Injury & Property Damage Combined Per Occurrence		
<u>D. EXCESS LIABILITY</u> (per occurrence and in the aggregate where the underlying policy is in the annual aggregate) in respect of all Owned, Hired and Non-Owned Automobiles, worldwide; Commercial General Liability, non-aviation operations; and Employers' Liability	\$9,000,000		
<u>E. EXCESS CARGO LEGAL LIABILITY & SHIPPERS INTEREST</u>			

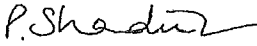
Each of the above Insurers has authorized Aon Risk Services Southwest, Inc. to issue this certificate on its behalf. Aon Risk Services is not an insurer and therefore has no liability under the above policies as an insurer, nor does it have any liability under the policies as an insurer as a result of the issuance of this certificate. The policy is subject to an Electronic Date Recognition Exclusion and Electronic Date Change Recognition Exclusion Coverage Endorsement.

SEVERABILITY 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 obligation.

Description of Operations RE: Airline-Airport Use and Lease Agreement Note: Coverage for vehicles operated on restricted access airport premises is provided under Coverage C, Comprehensive General Liability.	Date Issued: <u>1/29/2013</u>
Producer: Aon Risk Services Southwest, Inc. 2711 N. Haskell Avenue, Suite 800 Dallas, Texas 75204 Contact: T. Robinson - (214)989-2321	By:  _____ Thana L. Robinson

Certificate of Insurance No. 1388-1

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 listed below.
 Cancellation: Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

NAME AND ADDRESS OF CERTIFICATE HOLDER		NAME AND ADDRESS OF INSURED	
Palm Beach County, Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406		AMR Corporation and its subsidiaries including American Airlines, Inc. P.O. Box 619616 Dallas/Ft. Worth Airport, TX 75261	
TYPE OF COVERAGE	LIMITS OF LIABILITY LIMITS SHOWN ARE AS REQUESTED	POLICY PERIOD (MM/DD/YY)	INSURANCE COMPANY AND POLICY NUMBER
<u>A. AIRCRAFT LIABILITY</u> in respect of all aircraft owned, leased, or operated by the Named Insured, worldwide	\$25,000,000 Bodily Injury & Property Damage Combined	07/01/2012- 07/01/2013	As Subscribing insurers for 100% Participation - 66% Order Avion Assurance Limited AV1-1001-12
<u>B. AIRCRAFT HULL INSURANCE</u> in respect of all insured aircraft owned or leased by the Named Insured, worldwide.			
<u>C. COMPREHENSIVE GENERAL LIABILITY</u> in respect of all Ground Operations of the Named Insured, including Premises Operations, Contractual, Products and Completed Operations, Hangarskeepers Liability - in flight	\$10,000,000 Bodily Injury & Property Damage Combined Per Occurrence		
<u>D. EXCESS LIABILITY</u> (per occurrence and in the aggregate where the underlying policy is in the annual aggregate) in respect of all Owned, Hired and Non-Owned Automobiles, worldwide; Commercial General Liability, non-aviation operations; and Employers' Liability	\$9,000,000		
<u>E. EXCESS CARGO LEGAL LIABILITY & SHIPPERS INTEREST</u>			
Each of the above Insurers has authorized Aon Insurance Managers (Bermuda) Ltd. to issue this certificate on its behalf. Aon Insurance Managers (Bermuda) Ltd. is not an insurer and therefore has no liability under the above policies as an insurer, nor does it have any liability under the policies as an insurer as a result of the issuance of this certificate. The policy is subject to an Electronic Date Recognition Exclusion and Electronic Date Change Recognition Exclusion Coverage Endorsement. SEVERABILITY 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 obligation.			
Description of Operations RE: Airline-Airport Use and Lease Agreement Note: Coverage for vehicles operated on restricted access airport premises is provided under Coverage C, Comprehensive General Liability.		Date Issued: <u>1/29/2013</u> By:  Captive Manager	
		Aon Insurance Managers (Bermuda) Ltd. Captive & Insurance Management Aon House 30 Woodbourne Avenue Pembroke HM 08 Bermuda t +1.441.295.2220 f +1.441.292.0217 aon.com	

Attachment to Certificate No. 1388 and 1388-1

2b. ADDITIONAL INSURED: "As required by contract, but subject to the terms, conditions and exclusions of the policy, Palm Beach County, a political subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 is (are) included as additional insured(s) as respects operations performed by or for the named insured for all coverages evidenced on this certificate."

3b. CANCELLATION NOTICE: "In the event the Aircraft Liability, Aircraft Hull Insurance, Comprehensive General Liability, Excess Automobile Liability, Excess Employers' Liability, or Excess Cargo Legal Liability & Shipper's Interest insurance described on this certificate is cancelled, non-renewed or there is a reduction in coverage/material change which effects the interests of Palm Beach County, or if this insurance is allowed to lapse for non-payment of premium, the insurers agree to provide thirty (30) days prior written notice of such cancellation, change or lapse to Palm Beach County."

8. CONTRACTUAL LIABILITIES: "Such coverages as is afforded by the policies includes contractual liabilities and insurance requirements assumed under the referenced contract Airline-Airport Use and Lease Agreement to the extent that insurance is afforded under the policy."