

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>* See below</i>	_____	_____	_____	_____
No. 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 Simmer

III. REVIEW COMMENTS

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

[Signature] 12/17/13
 AM 12/16/13 OFMB
 12/14

[Signature] 12/18/13
 Contract Dev. and Control
 12-17-13 B [Signature]

B. Legal Sufficiency:

Anne Delgado 12-20-13
 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
CERTIFICATE NUMBER: SA-13-023

This is to certify to Palm Beach County
Department of Airports
PBIA Building 846
846 Palm Beach International Airport
West Palm Beach, FL 33406-7443
Email: jsbolton@pbia.org

That Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025-6542

As of this date, has arranged for the following insurance coverage(s) for the period and with underwriters as identified in the 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' and Cargo Legal Liabilities.

Each Occurrence*
\$200,000,000

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

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

GEOGRAPHICAL LIMITS: Worldwide

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) :

Palm Beach County, FL, its elected officers, agents and employees are included as Additional Insureds ("the 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.

All provisions of the above Liability Insurance policies shall apply separately to the Named Insured and each Additional Insured against whom claim is made or suit is brought except with respect to the Limits of Liability.

This insurance is primary without right of contribution from any other insurance as may be carried by the Additional Insureds.

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).

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds, Insurers agree to provide 30 days (ten (10) days in the event of cancellation for non-payment of premiums) prior written notice to the Certificate Holder(s).

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.



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
CERTIFICATE NUMBER: SA-13-023

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 contract 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).



Sarah Allen, Authorized Representative

7/1/2013

Date

SECURITY SHEET

SPIRIT AIRLINES, INC.

POLICY TERM: July 1, 2013 to July 1, 2014 to, on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

INSURER

POLICY NUMBER

Allianz Global Risks US Insurance Company	AIAL0001 39313AM
Underwriters at Lloyds Per JLT Specialty Limited	J51307859
Starr Surplus Lines Insurance Company Per Starr Aviation Agency, Inc.	SASLAMR63618113-01
Ironshore Specialty Insurance Company Per Starr Aviation Agency, Inc.	IHM100078-04
One or more member companies of Global Aerospace	280680/13
Axa Corporate Solutions Assurance	324797
Member companies of La Reunion Aerienne	2013/60167
National Union Fire Insurance Company of Pittsburgh Pa.	HL 038426462-02

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)
11/27/2013

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).

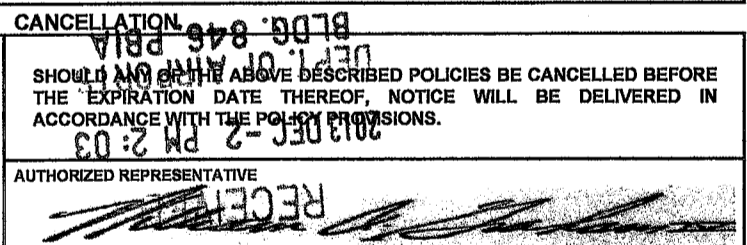
PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia, PA 19102	CONTACT NAME: Dina L. Daniele PHONE (A/C, No, Ext): (215) 567-6300 5314 FAX (A/C, No): 215-525-0236 E-MAIL ADDRESS: Daniele_UNIT@grahamco.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Spirit Airlines, Inc.	United States Fire Insurance Company
2800 Executive Way	New Hampshire Insurance Company
Miramar, FL 33025-	ACE American Insurance Co.
	Nautilus Insurance Company
	INSURER E:
	INSURER F:

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 \$ \$
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			1337343075	11/30/2013	11/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Coll. Hired Auto Ded: \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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 <input checked="" type="checkbox"/> N <input type="checkbox"/> Y		N/A	WC02572261	11/30/2013	11/30/2014	<input checked="" type="checkbox"/> WC STATUTORY 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
C	Property			MAUD37823764	11/30/2013	11/30/2014	SEE BELOW \$10,000,000
D	Underground Storage Tank			CST200721001	11/30/2013	11/30/2014	Limit \$2,000,000

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

CERTIFICATE HOLDER Palm Beach County Department of Airports Bldg. 846, Palm Beach Int'l Airport 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 
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DESCRIPTION OF OPERATIONS -

Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025-

Palm Beach County Department of Airports
Bldg. 846, Palm Beach Int'l Airport
West Palm Beach, FL 33406-1491

Property - Special Causes of Loss

Workers' Compensation & Employer's Liability (California) Policy #WC02572262; Policy Period: 11/30/13-14 - The Insurance Company of the State of PA (NAIC #19429)

Workers' Compensation & Employer's Liability (Arizona, Georgia) Policy # WC02572263; Policy Period: 11/30/13-14 - The Insurance Company of the State of PA (NAIC #19429)

Workers' Compensation & Employer's Liability (MA) Policy # WC02572264; Policy Period: 11/30/13-14 - The Insurance Company of the State of PA (NAIC #19429)

CERTIFICATE
(Corporation)

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

1. That Thomas Canfield is the Secretary of Spirit Airlines, 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 18th day of March, 1994, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

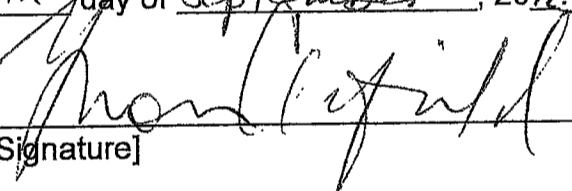
RESOLVED, that the Corporation shall enter into that certain Airline Operating and Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Charles Rue, the Vice President, Supply Chain & Operations Support 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 11th day of September, 2011.



[Signature]

Corporate Seal _____, Secretary

**THIRD AMENDMENT TO AIRLINE OPERATING AND LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND SPIRIT AIRLINES**

THIS THIRD AMENDMENT TO THE AIRLINE OPERATING AND LEASE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, **OCT 30 2013**, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Spirit Airlines, Inc., a Delaware corporation, having its office and principal place of business at 2800 Executive Way, Miramar, Florida 33025 ("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; and

WHEREAS, pursuant to the Airline Operating and Lease Agreement between COUNTY and AIRLINE dated January 24, 2012 (R-2012-0055) as amended, (the "Agreement"), AIRLINE leases various Airport Terminal facilities and equipment in connection with its operations as a commercial air carrier; and

WHEREAS, the Director of the Department has been delegated the authority to execute certain amendments to the Agreement pursuant to County Resolution No. 2007-1968; and

WHEREAS, the parties desire to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for 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 conditions:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference and made a part hereof. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. The parties agree that effective May 1, 2013, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment.
3. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.
4. 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. This Amendment shall become effective when signed by both the parties hereto and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written

Signed, sealed and delivered in the presence of two (2) witnesses for COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida

Signature Jeffrey S. Bolton
Jeffrey S. Bolton

BY: [Signature]
Director, Department of Airports

Print Name

Signature [Signature]
Print Name Martha LaVerghetta

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

[Signature]
County Attorney

Signed, sealed and delivered in the presence of two (2) witnesses for SPIRIT AIRLINES:

Spirit Airlines:

Signature [Signature]
Print Name Anthony Tam

By: [Signature]
Charles A. Ruc
Typed or printed name of Corporate Officer

Signature [Signature]
Print Name Rema R Fisher

Title: VP Supply Chain

(Seal)

EXHIBIT "B" to Airline Operating and Lease Agreement
SPIRIT AIRLINES, INC.
EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)

THIRD LEVEL PLAN - PALM BEACH INTERNATIONAL AIRPORT

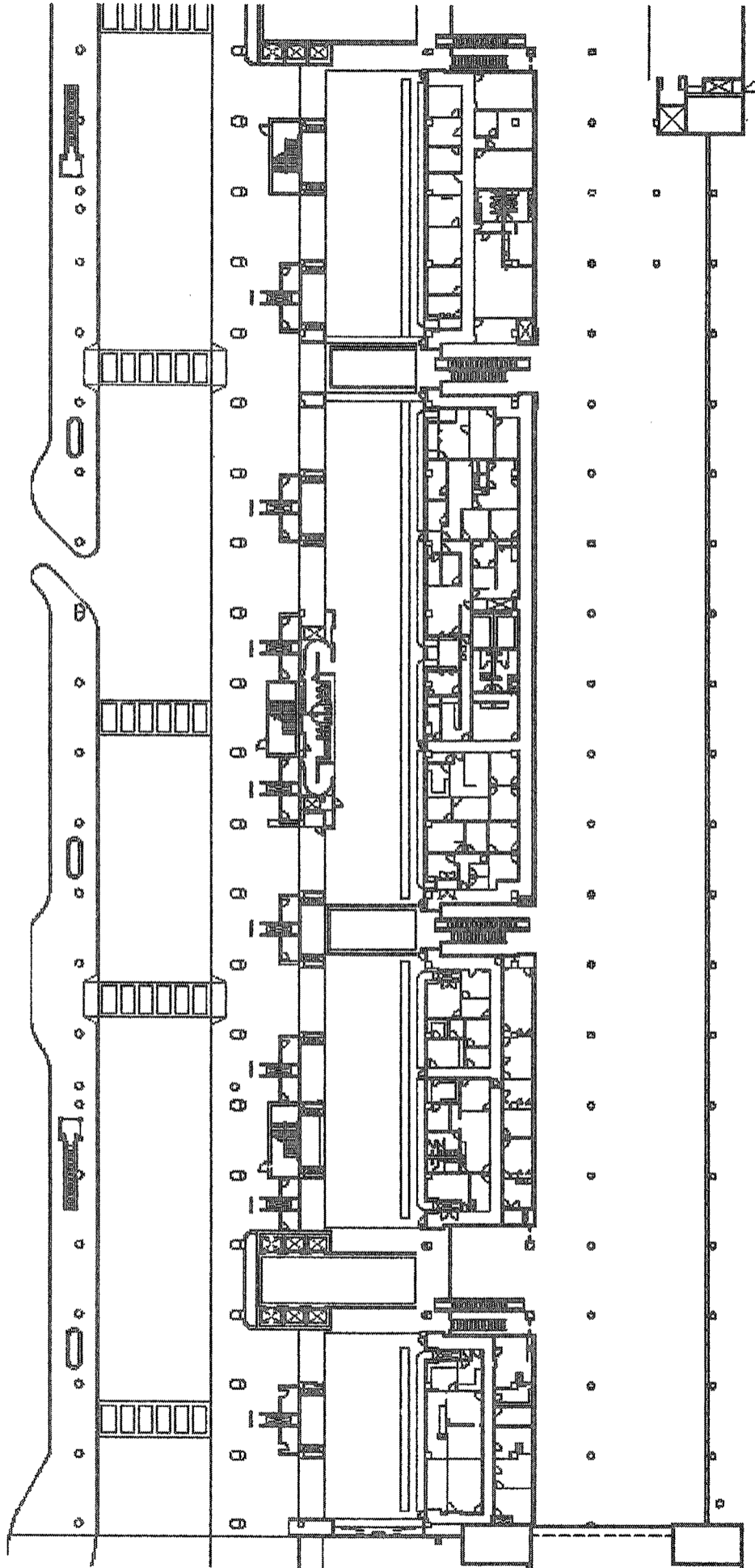


EXHIBIT "B" to Airline Operating and Lease Agreement
SPIRIT AIRLINES, INC.
EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)

SECOND LEVEL PLAN – PALM BEACH INTERNATIONAL AIRPORT

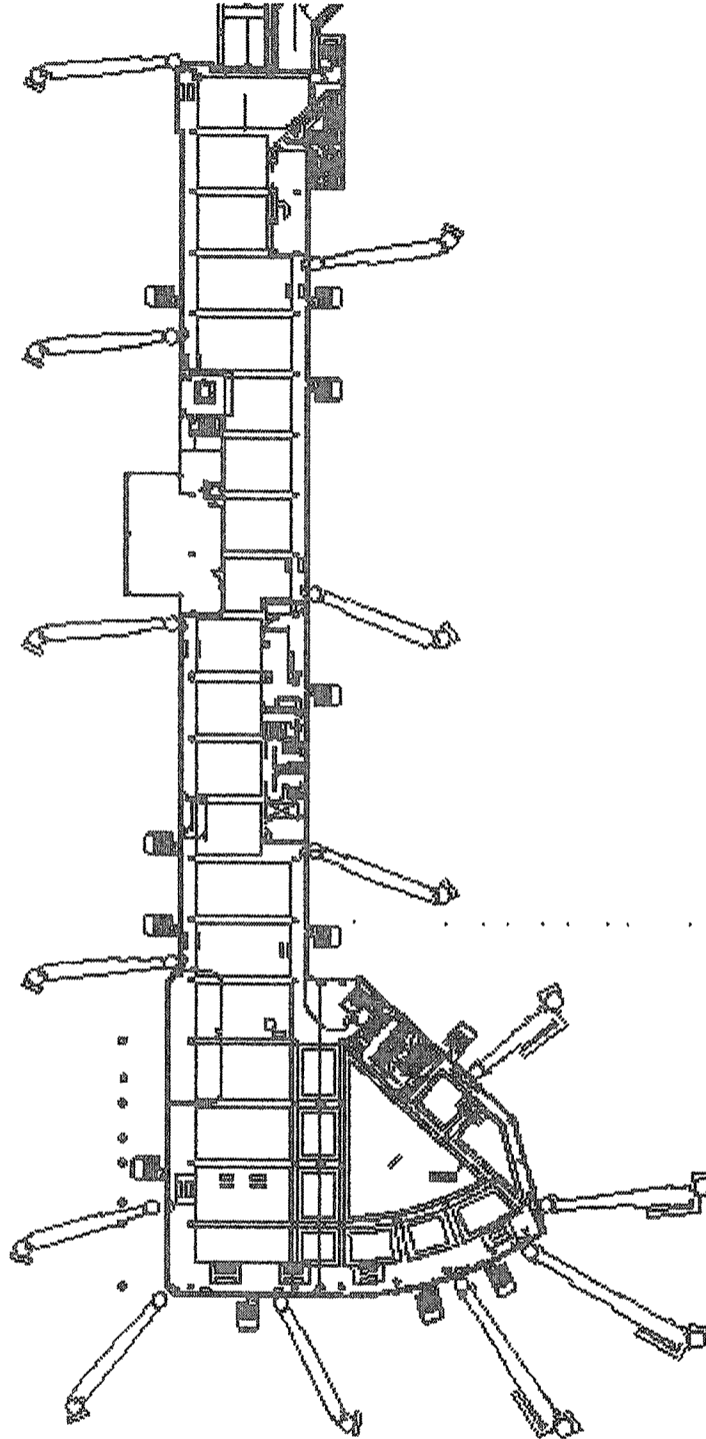


EXHIBIT "B" to Airline Operating and Lease Agreement
SPIRIT AIRLINES, INC.
EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)

FIRST LEVEL PLAN – PALM BEACH INTERNATIONAL AIRPORT

