

Agenda Item: 3F6


AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Attachments: One (1) First Amendment to the Signatory Airline Agreement

Recommended By:  11/17/15
Department Director Date

Approved By: pol [Signature] 12/1/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* \$-0-	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
Reporting Category _____

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

* Since the standard charge for usage of gates does not vary by location, there is no fiscal impact associated with this Amendment since it provides for the substitution of one gate location for another gate location.

C. Departmental Fiscal Review: PM Swinner

III. REVIEW COMMENTS

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

Sheng Bao
OFMB

In J. Jacobson 11/25/15
Contract Dev. and Control
Bickel 11-25-15

B. Legal Sufficiency:

Anne Delgant 11-25-15
Assistant County Attorney

C. Other Department Review:

Department Director

**REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)**

FIRST AMENDMENT TO SIGNATORY AIRLINE AGREEMENT BETWEEN PALM BEACH COUNTY AND AMERICAN AIRLINES, INC. AND US AIRWAYS, INC.

THIS FIRST AMENDMENT TO THE SIGNATORY AIRLINE AGREEMENT (this "Amendment") is made and entered into ^{NOV 05 2014} 20__, 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 and US Airways, Inc., a Delaware corporation, having its office and principal place of business at 111 West Rio Salado Parkway, Tempe, AZ 85281 (hereinafter collectively referred to as "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 Signatory Airline Agreement between COUNTY and AIRLINE dated October 1, 2014 (R-2014-1717) (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. 2014-1033; 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 December 1, 2014, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment.

3. The parties agree that Article 18 is hereby deleted in its entirety and replaced with:

ARTICLE 18
NON-DISCRIMINATION

18.01 Non-Discrimination in County Contracts. Airline warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Airline has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Airline does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

18.02 Federal Non-Discrimination Covenants.

A. Airline, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the Airline Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Airline Premises.
 3. In the construction of any improvements on, over, or under the Airline Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 4. Airline shall comply with, and use the Airline Premises in compliance with, the requirements imposed by or pursuant to the Nondiscrimination Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to enter, re-enter, and repossess the Airline Premises, and hold the same as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- C. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.
4. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.
 5. 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.
 6. 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:

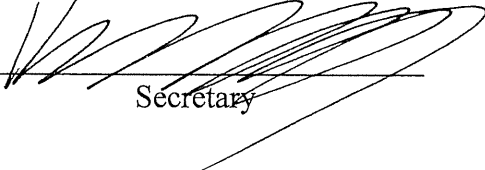
Jeffrey S. Bolton
Signature
Print Name

Debra Reese
Signature
Print Name

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Anne Helgert
County Attorney

ATTEST:

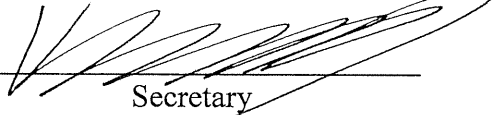
By: 
Secretary

(Corporate Seal)

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

Donna Robinson
Witness Signature
Donna Robinson
(Typed or Printed)
Karen Jackson
Witness Signature
Karen Jackson
(Typed or Printed)

ATTEST:

By: 
Secretary

(Corporate Seal)

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

Donna Robinson
Witness Signature
Donna Robinson
(Typed or Printed)
Karen Jackson
Witness Signature
Karen Jackson
(Typed or Printed)

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

BY: 
Director, Department of Airports

AIRLINE: American Airlines Inc.

By: 
Kirk Hotelling
Managing Director - Corporate Real Estate
Typed or Printed Name of Corporate Officer
Title:

AIRLINE: US Airways Inc.

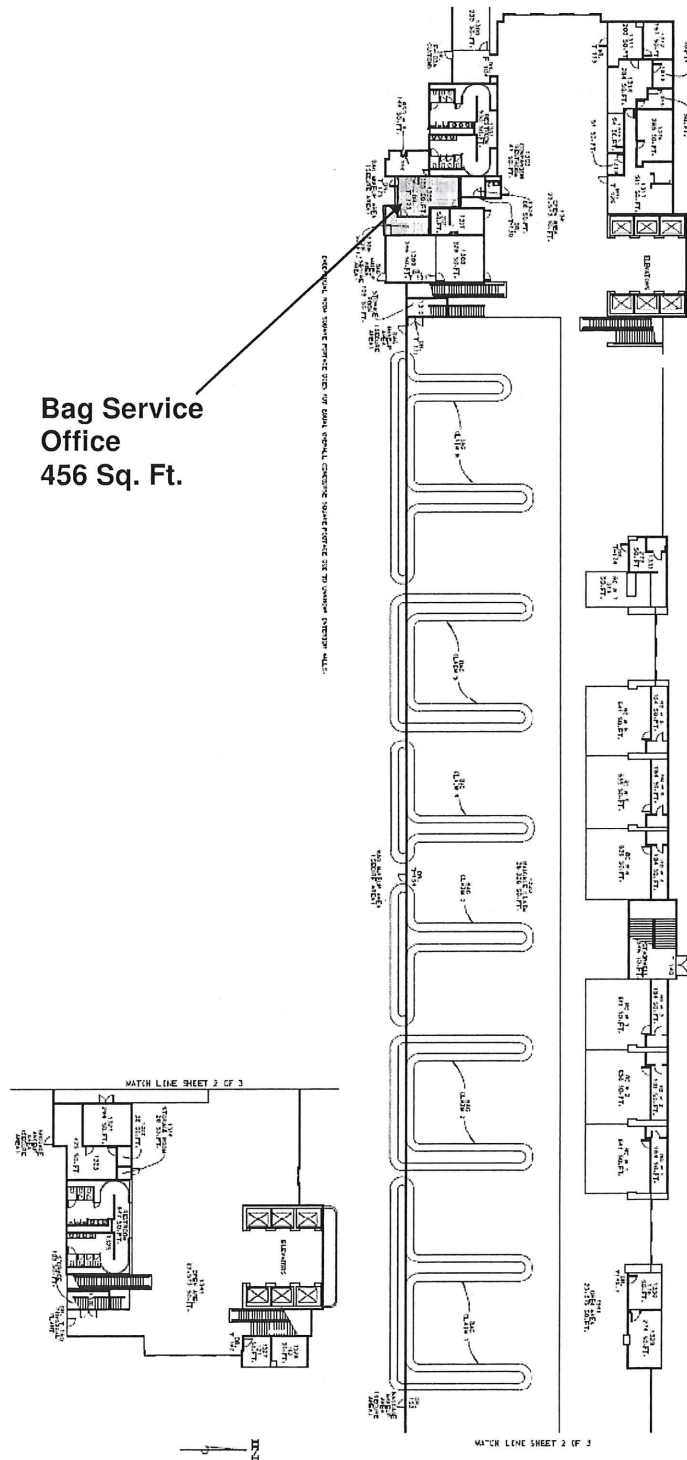
By: 
Kirk Hotelling
Managing Director - Corporate Real Estate
Typed or Printed Name of Corporate Officer
Title:



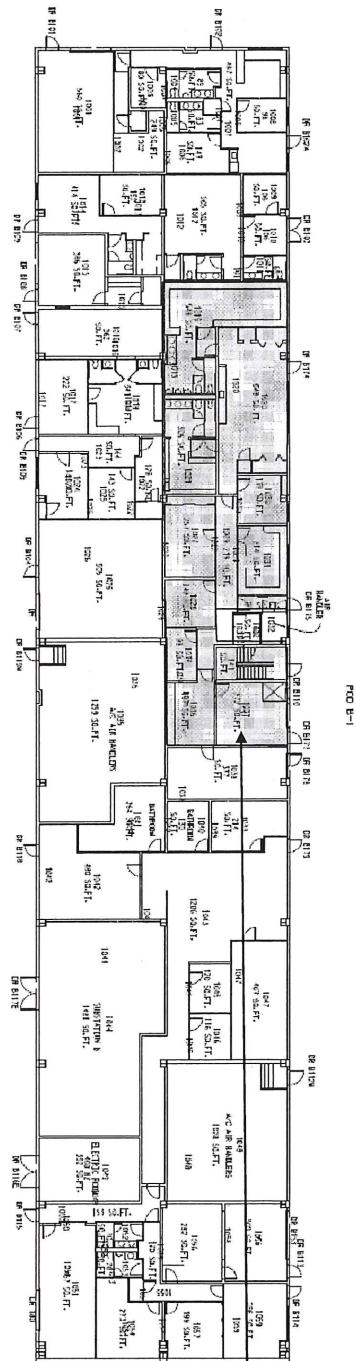
EXHIBIT “B”

EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
American Airlines, Inc. and US Airways, Inc.

First Level Plan – Palm Beach International Airport Main Terminal



First Level Plan – Palm Beach International Airport Concourse



Page 2 of 4
Effective December 1, 2014

EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
American Airlines, Inc. and US Airways, Inc.

Second Level Plan – Palm Beach International Airport

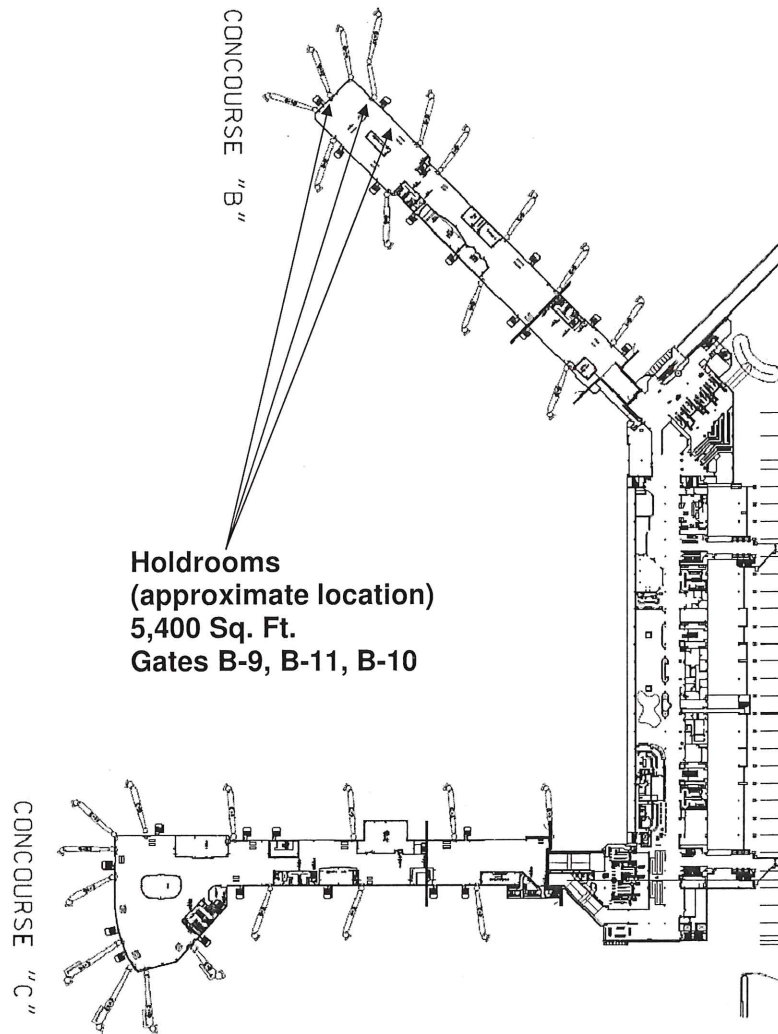
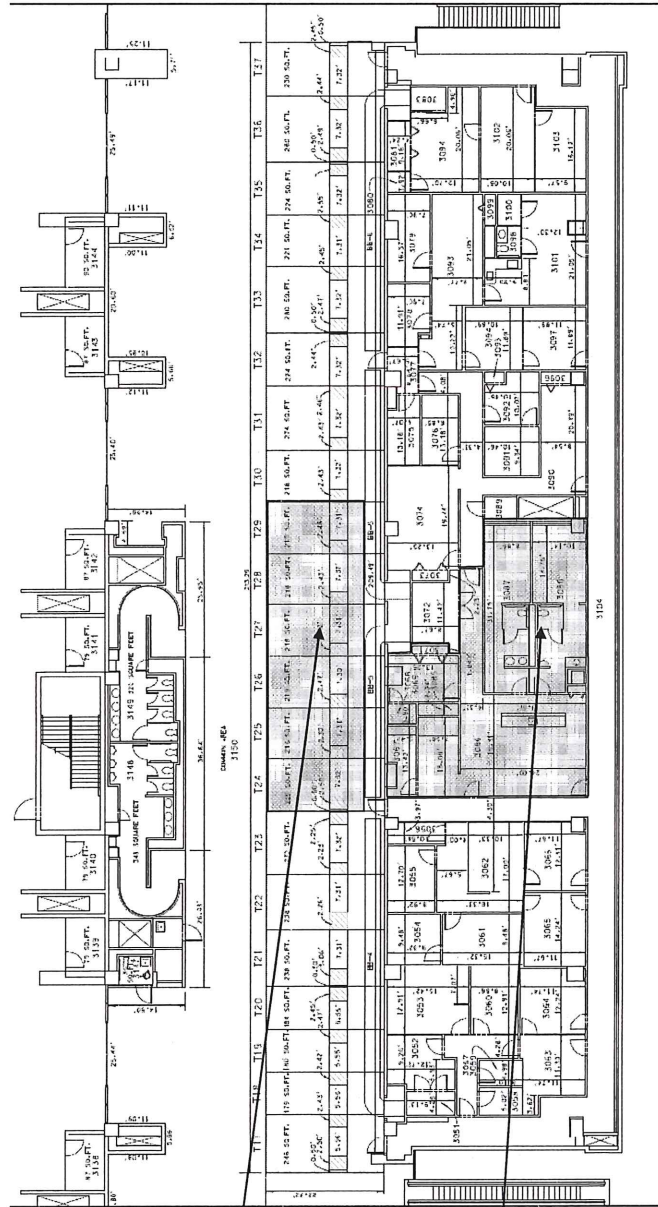


EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
American Airlines, Inc. and US Airways, Inc.

Third Level Plan – Palm Beach International Airport Main Terminal



TICKET COUNTER
1,315 Sq. Ft.

TICKET OFFICE
1,462 Sq. Ft.

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 Kenneth W. Wimberly is the Secretary of AMERICAN AIRWAYS Inc., a corporation organized and existing in good standing under the laws of the State of _____, 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 25 day of JULY, 2015, in accordance with the laws of the State of DE, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Signatory Airline 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 Kirk Hotelling, the Managing Director - 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 28 day of AUGUST, 2015

[Signature]

Corporate Seal

Kenneth W. Wimberly, Secretary
Assistant Corporate Secretary

Summary of Certificates
This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, November 10, 2015

Images

 No Scanned Contracts

Insured: American Airlines, Inc. Insured ID: PBI-AM-14-02

Status: Compliant

ITS Account Number: PLC1806

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 12/22/2015			
General Aggregate:	\$100,000,000	\$100,000,000	
Products - Completed Operations Aggregate:	\$100,000,000	\$100,000,000	
Personal And Advertising Injury:	\$25,000,000	\$25,000,000	
Each Occurrence:	\$100,000,000	\$100,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 7/1/2016			
Each Accident:	\$1,000,000	\$1,000,000	
Disease - Policy Limit:	\$1,000,000	\$1,000,000	
Disease - Each Employee:	\$1,000,000	\$1,000,000	
<u>Aircraft Liability Insurance</u>			
Expiration: 12/22/2015			
Each Occurrence:	\$100,000,000	\$100,000,000	
Aggregate Limit:	\$100,000,000	\$100,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

Steve Schlamp

From: Jeffrey S. Bolton
Sent: Tuesday, November 10, 2015 12:23 PM
To: Scott Marting
Cc: Laura Beebe; Steve Schlamp
Subject: RE: Us Airways / American Airlines Signatory Agreement

Thank you Scott.

Jeff Bolton

Assistant Airport Properties Manager
Palm Beach International Airport
846 Palm Beach International Airport
West Palm Beach, Florida 33406
PH: (561) 656-5978 Fax: (561) 471-7427
Email: jsbolton@pbia.org

From: Scott Marting [<mailto:SMarting@pbcgov.org>]
Sent: Tuesday, November 10, 2015 12:22 PM
To: Jeffrey S. Bolton
Subject: Us Airways / American Airlines Signatory Agreement

Jeff – As we discussed, Risk Management agrees to letting this agenda item/amendment proceed through the process (up to and including BOCC approval) while new certificates of insurance are gathered. Although you do not have a COI in your possession at this time, we are confident insurance coverage exists.

Please include this e-mail in your packet that goes downtown to avoid any delays.

Thank you,

Scott Marting, ARM, CSP
Insurance and Claims Manager
Property and Liability Division
Palm Beach County Risk Management
100 Australian Avenue, Suite 200
West Palm Beach, FL 33406
smarting@pbcgov.org
Office: 561-233-5432
Fax: 561-233-5420

