

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>\$651</u>	<u>\$2,625</u>	<u>\$2,625</u>	<u>\$2,625</u>	<u>\$2,625</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$651</u></u>	<u><u>\$2,625</u></u>	<u><u>\$2,625</u></u>	<u><u>\$2,625</u></u>	<u><u>\$2,625</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4414
 Reporting Category _____

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

The relocation of American Airlines' ticket counter was effective July 1, 2015, and resulted in a decrease of 38 SF. The FY15 ticket counter rental rate was \$68.55 per SF per year. The FY16 ticket counter rental rate is \$69.07 per SF per year (future years use this rate as an estimate). Fees are calculated based on the Signatory Airline 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 5/10/16

[Signature] 5/10/16
 Contract Dev. and Control
 5/10/16 TW

B. Legal Sufficiency:

Anne Delaney 5/9/16
 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)

SECOND AMENDMENT TO SIGNATORY AIRLINE AGREEMENT

THIS SECOND AMENDMENT TO THE SIGNATORY AIRLINE AGREEMENT (this "Amendment") is made and entered into ~~APR 13 2016~~ 2016, 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 ("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) as amended (the "Agreement"), AIRLINE leases various Airport Terminal facilities and equipment in connection with its operations as a commercial air carrier; and

WHEREAS, US Airways, Inc.'s interest in the Agreement was assigned from US Airways, Inc. to American Airlines, Inc. pursuant to that certain Assignment, Assumption, and Airport Consent dated November 5, 2015, attached hereto as Exhibit "A"; 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 July 1, 2015, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment.
3. The parties agree Exhibit "C" to the Agreement shall be replaced with the Exhibit "C" to this Amendment.
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:

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

Jeffrey S. Bolton
Signature
Jeffrey S. Bolton
Print Name

BY: [Signature]
Director, Department of Airports

Debra Reese
Signature
Debra Reese
Print Name

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Anne Delgant
County Attorney

ATTEST:
By: [Signature]
Secretary

AIRLINE: American Airlines Inc.
By: [Signature]
Kirk Hotelling
Typed or Printed Name of Corporate Officer
Managing Director - Corporate Real Estate

(Corporate Seal)

Title: _____

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

Donna Robinson
Witness Signature
Donna Robinson
(Typed or Printed)
[Signature]
Witness Signature
Brittany Carter
(Typed or Printed)

ATTEST:
By: _____
Secretary

EXHIBIT "A"

ASSIGNMENT, ASSUMPTION AND AIRPORT CONSENT

This Assignment, Assumption and Airport Consent (the "Airport Consent") dated as of NOV 05 2015, 2015 (the "Effective Date"), is made and entered into by and between American Airlines, Inc., a Delaware corporation ("American"), and US Airways, Inc., a Delaware corporation ("US Airways"):

PREMISES:

WHEREAS, American entered into that certain Signatory Airline Agreement, as amended; and

WHEREAS, US Airways entered into that certain Signatory Airline Agreement, as amended (collectively, the "US Airways Agreements"); and

WHEREAS, AMR Merger Sub, Inc. and US Airways Group Inc. were merged on December 9, 2013, making US Airways and American affiliates under the common control of American Airlines Group Inc., and, in connection with such merger, US Airways has advised the airport that it desires to assign its rights and obligations under the US Airways Agreements to American; and

WHEREAS, American has expressed its willingness to assume all of US Airways' rights and obligations under the US Airways Agreements from and after the Effective Date; and

WHEREAS, US Airways desires to make such assignment with the airport's written consent.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Consent. Subject to the following terms and conditions, the airport consents to US Airways' assignment, and American's assumption, of US Airways' rights and obligations under the US Airways Agreements from and after the Effective Date.
2. Assignment. From and after the Effective Date, US Airways hereby sells, assigns and transfers to American, its successors and assigns, all right, title and interest of US Airways in and to the US Airways Agreements.
3. Assumption. American accepts the foregoing assignment and from and after the Effective Date will perform all obligations of US Airways required to be performed by US Airways under the US Airways Agreements, and in the manner set forth in the US Airways Agreements, all with the same force and effect as if American were named as a party therein.
4. Acknowledgement. Each of American and US Airways acknowledges and agrees that: (a) this Airport Consent shall not impose any additional obligations on the airport nor be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions of the US Airways Agreements, and (b) US Airways shall not be deemed released from its obligations under the US Airways Agreements, but shall be and remain secondarily liable and obligated to the airport for the full and complete

performance of the obligations arising from and after the Effective Date under the US Airways Agreements. Nothing herein shall be deemed to release US Airways from any of its duties and obligations under the US Airways Agreements arising prior to the Effective Date.

5. No Changes to the Agreement. American acknowledges and agrees that the US Airways Agreements are and shall be unchanged, and all of the terms, conditions and covenants of the US Airways Agreements remain and continue in full force and effect and are hereby incorporated by reference and ratified, reaffirmed and confirmed by American in all respects on and as of the Effective Date.
6. No Further Assignments. Both American and US Airways agree that this Airport Consent shall not be construed as a consent to, or as permitting, any other or further assignments by American or US Airways without the prior written consent of the airport.
7. General Provisions:
 - a. This Airport Consent and the rights of the parties hereunder shall be construed in accordance with, and governed by, the internal laws of the state of Florida, without giving effect to the conflicts of laws principles thereof.
 - b. Section headings in this Airport Consent are for convenience of reference only and shall not be used to define, interpret or describe this Airport Consent or any of the provisions hereof.
 - c. This Airport Consent shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
 - d. This Airport Consent may be amended or modified only by a written instrument signed by all of the parties hereto.
 - e. Each party intends that this Airport Consent shall not benefit or create any right or cause of action in or on behalf of any persons other than the parties hereto and their respective successors and assigns.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, American, and US Airways has caused its duly authorized representative to duly execute and deliver this Airport Consent, effective as of the date first above written.

AMERICAN AIRLINES, INC.

By: 
Name: Kirk Hotelling
Title: Managing Director - Corporate Real Estate

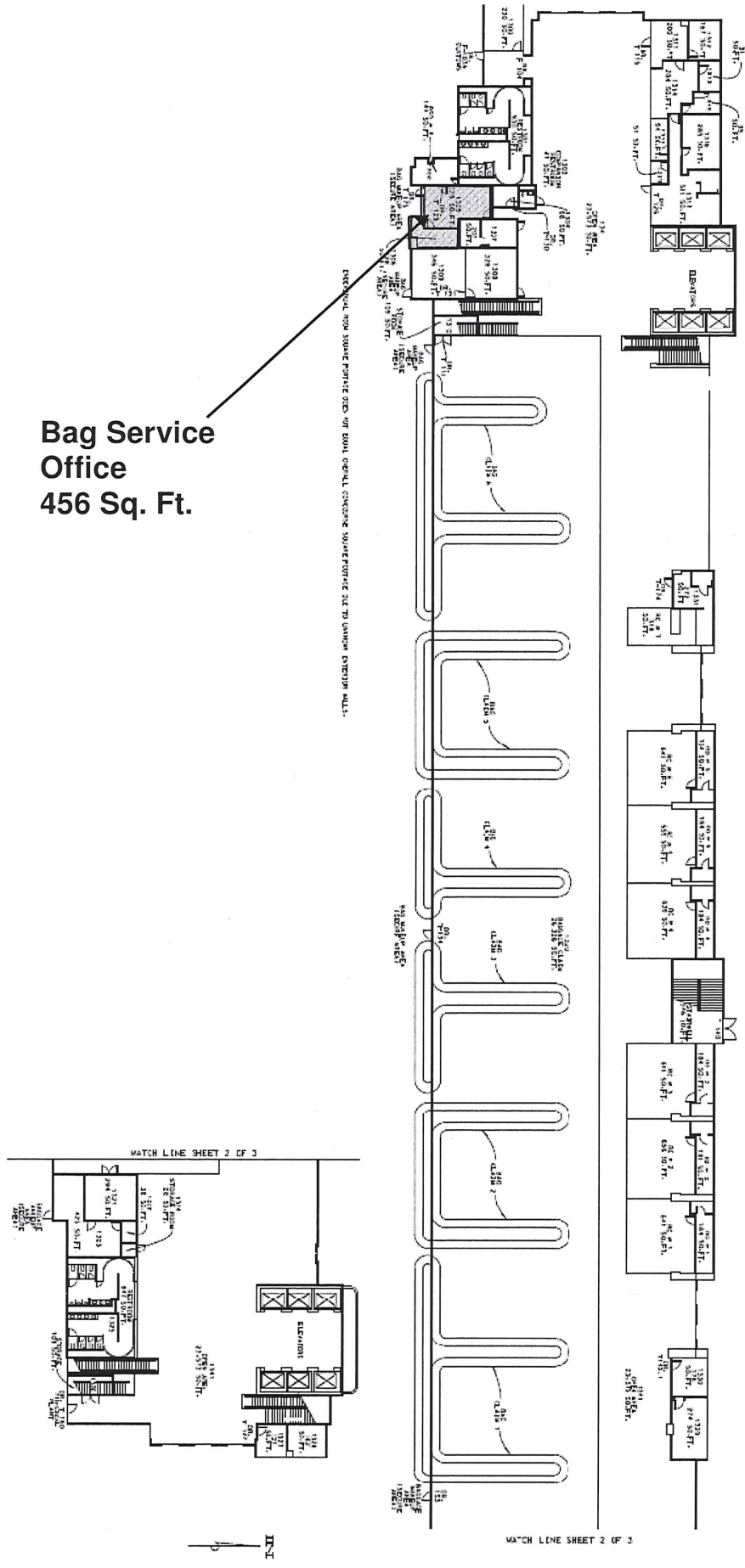
US AIRWAYS, INC.

By: 
Name: Kirk Hotelling
Title: Managing Director - Corporate Real Estate

EXHIBIT "B"

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

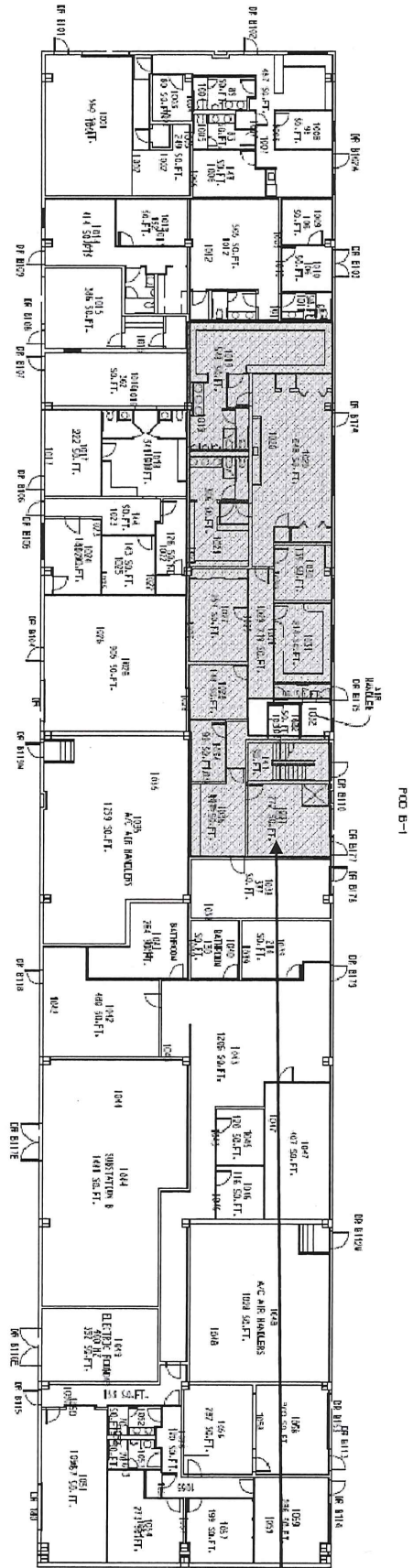
First Level Plan – Palm Beach International Airport Main Terminal



Bag Service Office
 456 Sq. Ft.

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

First Level Plan – Palm Beach International Airport Concourse



**Operations Area
3,196 Sq. Ft.**

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

Second Level Plan – Palm Beach International Airport

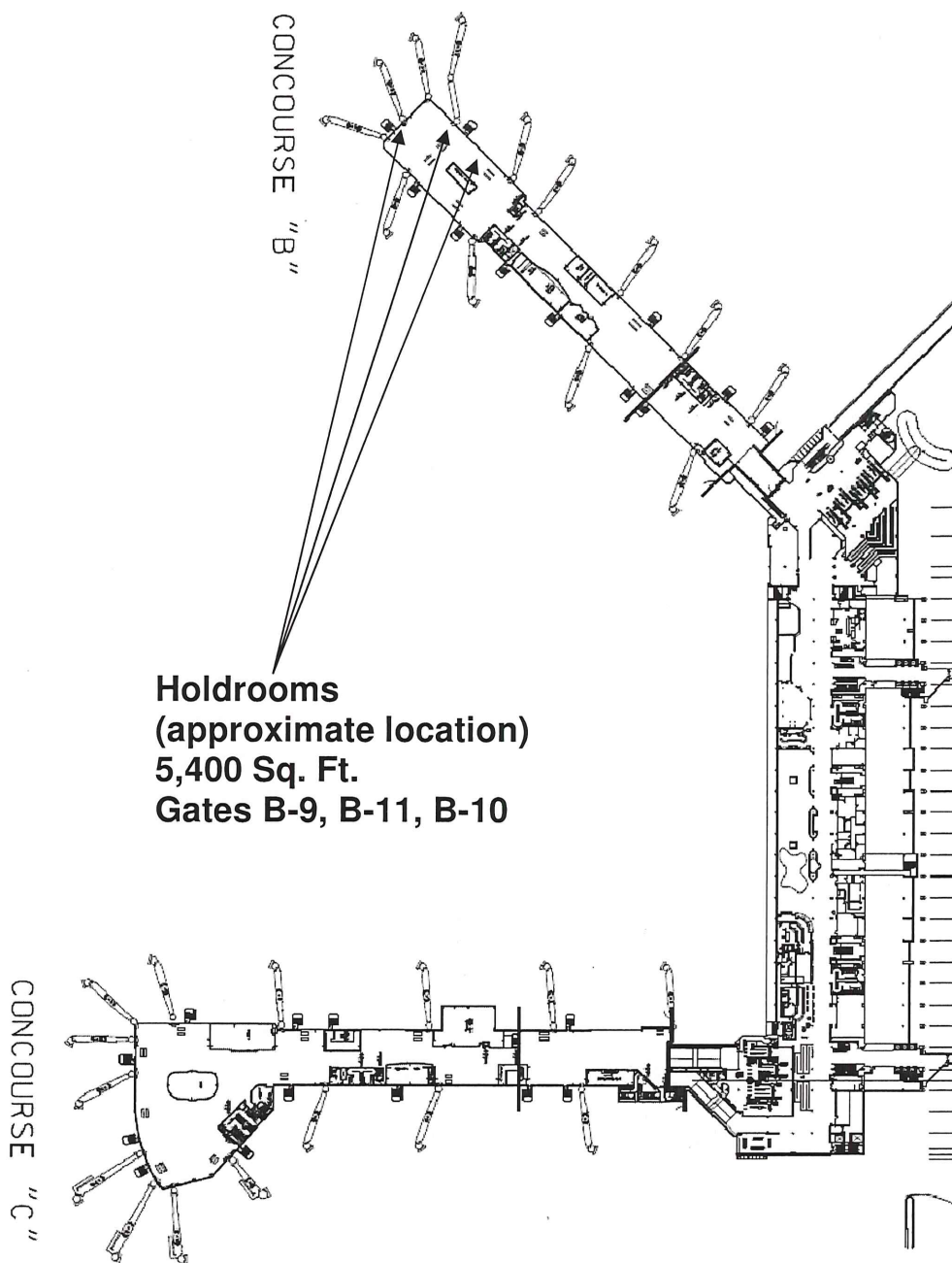
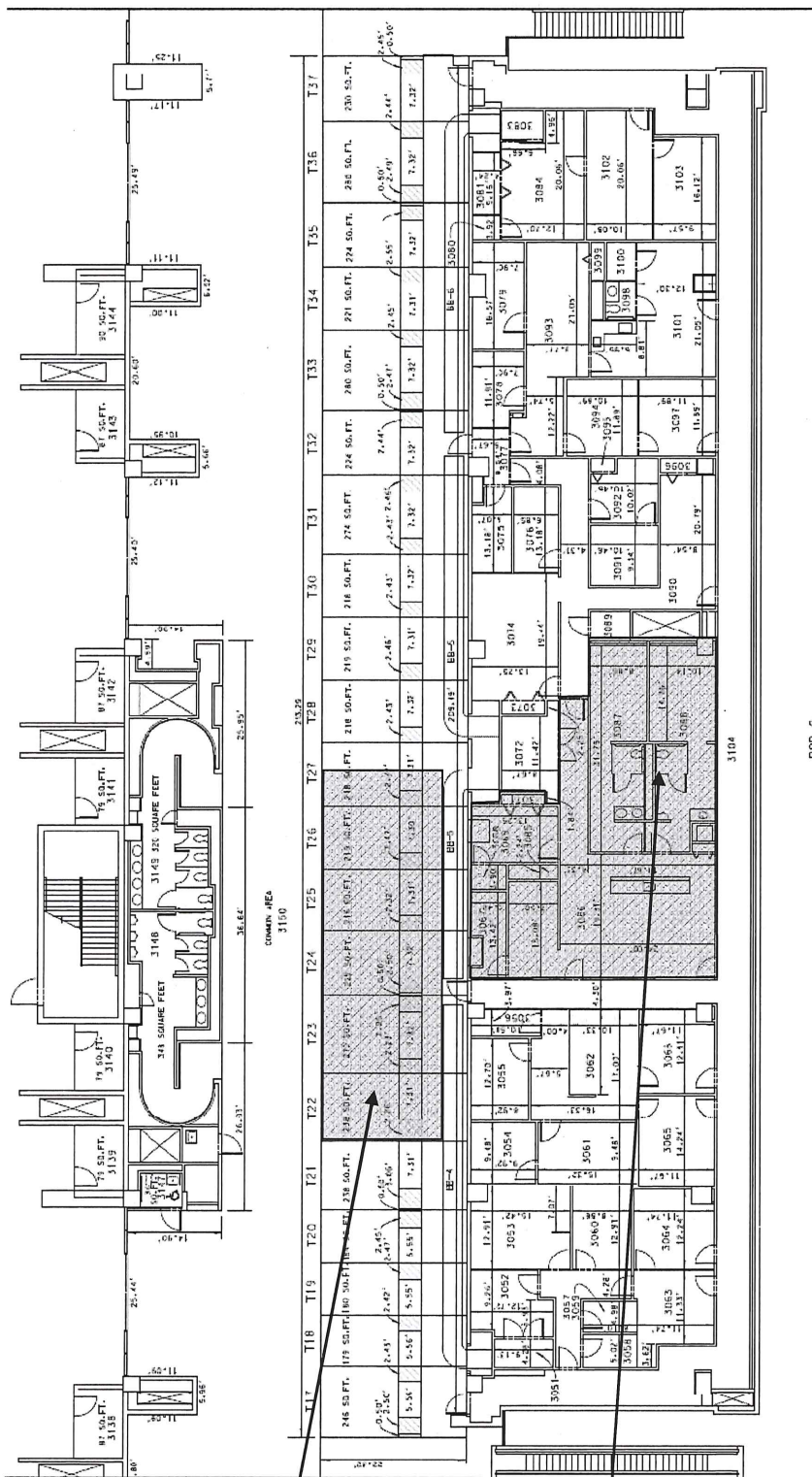


EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
 American Airlines, Inc. and US Airways, Inc.

Third Level Plan – Palm Beach International Airport Main Terminal

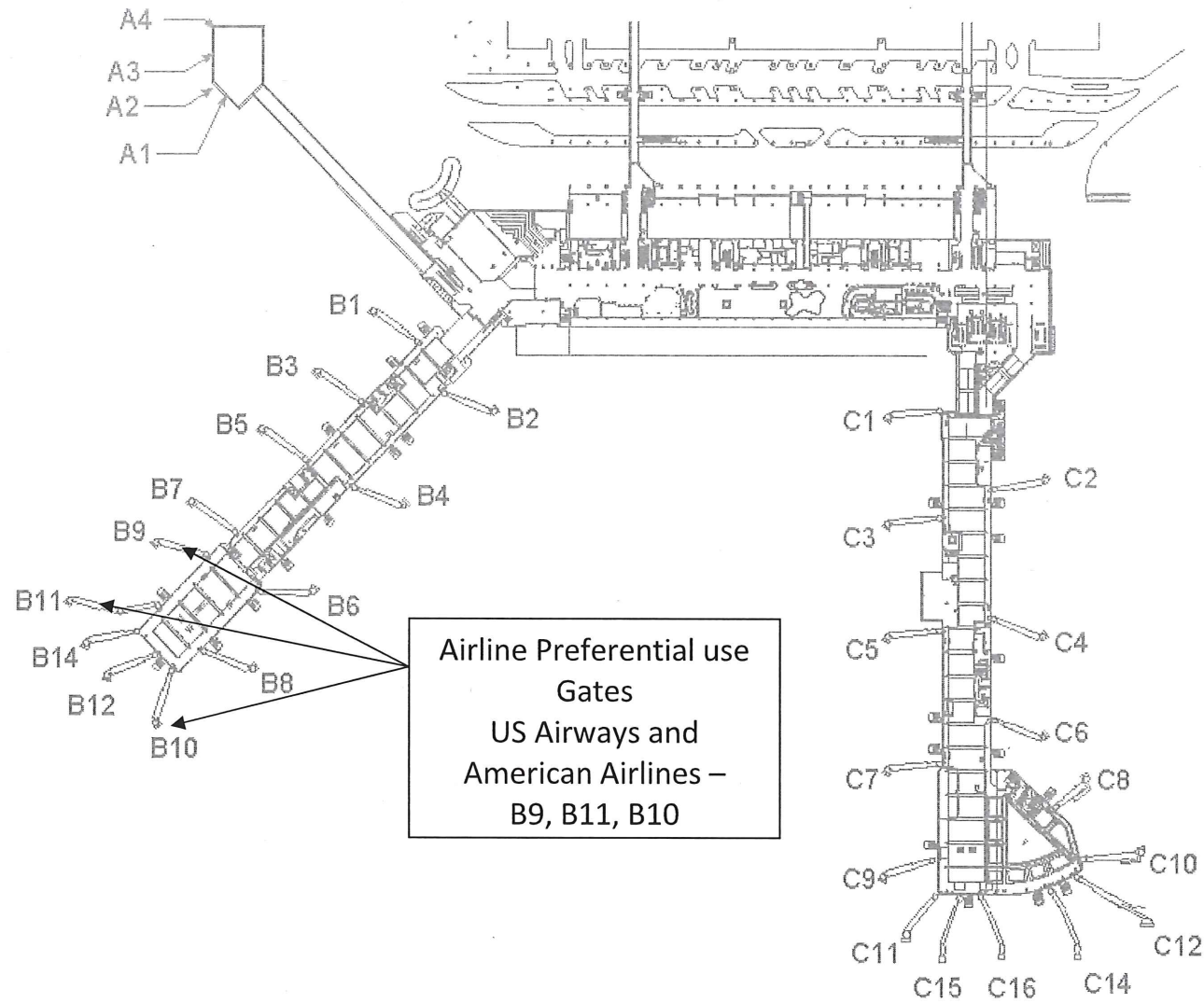


TICKET COUNTER
 1,277 Sq. Ft.

TICKET OFFICE
 1,462 Sq. Ft.

EXHIBIT "C"

EXHIBIT "C" – Preferential Use Premises (Gate Areas)
American Airlines, Inc. and US Airways, Inc.



[Simple View](#)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.

Friday, April 15, 2016

[Images](#)

[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: 12/22/2016			
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>			
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: 12/22/2016			
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](#)

CERTIFICATE
(Corporation)

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

1. That Kenneth W. Wimberly is the Secretary of AMERICAN MINES 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, ~~2014~~ 2015 in accordance with the laws of the State of DE, the Articles of Incorporation and the By-laws of the Corporation:

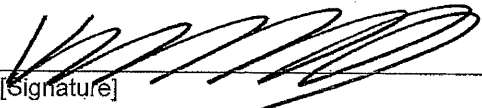
RESOLVED, that the Corporation shall enter into that certain Signatory Airline Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

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