

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2016

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted By: Department of Airports
Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution adopting a standard form Addendum to Airline Agreement; authorizing the County Administrator or designee to execute the standard form Addendum on behalf of the Board of County Commissioners; providing for severability; and providing for an effective date.

Summary: Airlines enter into agreements with the County authorizing their aircraft operations at the Palm Beach International Airport (PBI). Airlines that operate on a seasonal basis often require use of airport facilities, such as ticket counter and office spaces, on a short-term basis. This Resolution adopts a standard form Addendum to Airline Agreement that will allow the Department of Airports (Department) to add and remove space on a seasonal basis without having to enter into a formal amendment each time space is added or removed, which will ensure that the Department is capable of timely responding to airline requests for temporary use of space. **Countywide (AH)**

Background and Justification: The Board approved a standard form Signatory Airline Agreement (R-2014-1033) and Non-Signatory Airline Agreement (R-2014-1575) for use by airlines operating at PBI. Seasonal airlines generally require use of airport facilities on a short-term basis each year requiring the Department to process numerous amendments to their agreements. Approval of the standard form Addendum to Airline Agreement will streamline the process and provide the Department greater flexibility in assigning airline space during peak seasons.

Attachments:

- ## 1. Resolution (1)

Recommended By:  7/14/16
Department Director Date

Approved By: for [Signature] County Administrator 8/1/16 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT *	0				
# 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:

*This agenda item will provide flexibility and increase efficiency in processing seasonal air carriers; therefore, there is no fiscal impact of this action. Seasonal carriers pay approximately \$900,000 per year in fees. Revenues are not guaranteed, however, and may vary from year-to-year.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

7/12/16
OFMB 28 7/21

7/29/16
Contract Dev. and Control

B. Legal Sufficiency:

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)

RESOLUTION NO. R-2016-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ADOPTING A STANDARD FORM ADDENDUM TO AIRLINE AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE TO EXECUTE THE STANDARD FORM ADDENDUM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, through its Department of Airports ("Department"), owns and operates the Palm Beach International Airport ("Airport"); and

WHEREAS, the Board of County Commissioners approved a standard form Signatory Airline Agreement to be executed by the County Administrator or his or her designee on behalf of the Board of County Commissioners pursuant to Resolution 2014-1033; and

WHEREAS, the Board of County Commissioners approved a standard form Non-Signatory Airline Agreement to be executed by the County Administrator or his or her designee on behalf of the Board of County Commissioners pursuant to Resolution 2014-1575; and

WHEREAS, Airlines operating at the Airport require use of certain Airport facilities such as ticket counter and office spaces from time-to-time on a short-term, seasonal basis to support their aircraft operations at the Airport; and

WHEREAS, approval of the standard form Addendum to Airline Agreement, attached hereto and incorporated herein as Attachment "A" ("Addendum"), will enable the Department to timely respond to additional space requests; and

WHEREAS, the delegation to the County Administrator or his or her designee of the authority to execute standard form agreements eliminates delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or his or her designee to execute a standard form Addendum on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference.
2. The Board of County Commissioners hereby: (i) adopts a standard form Addendum, and (ii) authorizes the County Administrator or his or her designee to execute a standard form Addendum on behalf of the Board of County Commissioners.
3. The County Administrator or his or her designee is hereby authorized to execute, on behalf of the Board of County Commissioners: (i) an Addendum, which includes non-material changes. For purposes of this Resolution, "non-material changes" mean changes that will not modify any of the substantive obligations of the County under the Addendum.
4. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the Addendum, then the approval of the Board of County Commissioners shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.

5. Should any section, paragraph, sentence, clause, or word of this Resolution be held unconstitutional, inoperative, or void, such holding should not affect the validity of the remainder of this Resolution.

6. The provisions of this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER MARY LOU BERGER, MAYOR	-
COMMISSIONER HAL R. VALECHE, VICE MAYOR	-
COMMISSIONER PAULETTE BURDICK	-
COMMISSIONER SHELLEY VANA	-
COMMISSIONER STEVEN L. ABRAMS	-
COMMISSIONER MELISSA MCKINLAY	-
COMMISSIONER PRISCILLA A. TAYLOR	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 20__.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Helgert
Assistant County Attorney

**ATTACHMENT “A”
ADDENDUM TO AIRLINE AGREEMENT**

ADDENDUM TO AIRLINE AGREEMENT

THIS ADDENDUM TO AIRLINE AGREEMENT (this “Addendum”) is made and entered into this ____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and _____ a _____, whose principal place of business is located at _____ (“Airline”).

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the “Department”), is the owner and operator of the Palm Beach International Airport (the “Airport”); and

WHEREAS, the parties entered into that certain {*Signatory/Non-Signatory*} Airline Agreement dated _____ (R-____-____) (the “Airline Agreement”), which is hereby incorporated herein by reference; and

WHEREAS, Airline requires use of Airport facilities from time-to-time on a short-term, seasonal basis in connection with its aircraft operations at the Airport under the Airline Agreement.

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:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein. Terms not defined herein shall have the meanings set forth in the Airline Agreement.

1.02 Designated License Area. In the event Airline requires additional space such as ticket counter or office space on a short term basis for its seasonal aircraft operations at the Airport, Airline may notify County in writing of the: (a) type and amount of space required for its operations; (b) the anticipated date Airline will commence use of the space; and (c) the anticipated date Airline will return the space. Airline should notify County no less than ninety (90) days prior to its proposed commencement of operations of its space requirements. In the event appropriate space is available, County will notify Airline in writing of the available space and provide the attached Exhibit “A” (“Facilities Use Permit”) to Airline for approval. In the event Airline approves of the space(s) designated for Airline’s use under the Facilities Use Permit (“License Area”), Airline shall cause an authorized representative of Airline to sign and return the Facilities Use Permit to the County.

1.03 Return of License Area. Upon expiration or earlier termination of Airline’s license to use the License Area under a Facilities Use Permit, Airline, at its sole cost and expense, shall surrender the License Area to the County in at least the same condition as the License Area was in as of the Commencement Date of the Facilities Use Permit. Airline shall remove all personal property and signage from the License Area at Airline’s sole cost and expense, unless otherwise approved in writing by the Department. Any personal property of Airline not removed in accordance with this Section, at the option of County, may be removed and placed in storage by County at the sole cost of Airline, or may become the property of County, all at no cost to County. In the event County does not elect to take ownership of the property, it may dispose of same by either public or private sale and retain the proceeds thereof. Any costs of removal and disposition not covered by such proceeds shall be borne by Airline. In the event Airline fails to timely restore the License Area as provided above, County may restore the License Area at Airline’s sole cost and expense. Airline shall reimburse County for County’s actual costs plus a twenty five percent (25%) administrative overhead within thirty (30) days of the date of County’s invoice. Airline’s reimbursement obligations under this Section shall survive the expiration or earlier termination of the Facilities Use Permit, the Airline Agreement and/or this Addendum until County has received full reimbursement.

ARTICLE 2

TERM

The term of this Addendum shall commence on _____, 20__ (the “Commencement Date”) and automatically terminate on the date the Airline Agreement expires or is terminated (the “Term”), unless terminated earlier as provided for herein.

ARTICLE 3

FEES AND CHARGES

Airline shall pay County all fees and charges applicable to the License Area identified in the Facilities Use Permit in accordance with the then current Rate and Fee Schedule (as defined in the Airline Agreement), subject to any waiver of fees and charges pursuant to an Airline Service Incentive Program Participation Agreement entered into by the parties.

ARTICLE 4

LICENSE AREA

Airline acknowledges and agrees that Airline’s use of the License Areas shall be governed by the terms and conditions of the Airline Agreement, this Addendum and the Facilities Use Permit.

ARTICLE 5

REVOCATION OF ADDENDUM/DEFAULT

5.01 License. Notwithstanding any provision of this Addendum to the contrary, the parties acknowledge and agree the rights granted to Airline under the Facilities Use Permit shall be a non-exclusive license to use the License Area.

5.02 Termination for Convenience. Either party may terminate this Addendum or a Facilities Use Permit for convenience upon fifteen (15) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Addendum.

5.03 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in the Airline Agreement, this Addendum or any Facilities Use Permit issued pursuant to this Addendum to be performed or observed by such party upon thirty (30) days prior written notice shall constitute a material default of this Addendum and the Airline Agreement.

ARTICLE 6

EFFECTIVE DATE

This Addendum shall become effective when executed by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Airline have executed this Addendum, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

Signature

Typed or Printed Name

Signature

Typed or Printed Name

**PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: _____
*{County Administrator or
Director, Department of Airports}*

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

WITNESSES:

Signature

Typed or Printed Name

Signature

Typed or Printed Name

AIRLINE:

By: _____
Signature

Typed or Printed Name

Title: _____

(Seal)

**EXHIBIT “A”
FACILITIES USE PERMIT**



FACILITIES USE PERMIT

AIRLINE: _____

ADDRESS: _____

TELEPHONE/E-MAIL: _____

NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE: _____

In accordance with that certain {Signatory/Non-Signatory} Airline Agreement dated _____ (R-_____) (the “Airline Agreement”) and Addendum to Airline Agreement dated _____, 20__ (R-_____) (“Addendum”), by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and _____ (“Airline”), Airline shall have a short-term license to utilize the following space(s) (“License Area”), which license shall commence and terminate on the dates/times listed below, unless otherwise agreed to in writing by the Department of Airports:

Space Type	Location	Square Footage	Commencement Date/Time	Termination Date/Time
	See Attachment “1”			
	See Attachment “1”			
	See Attachment “1”			
	See Attachment “1”			

By signing below, I hereby certify that I have the authority to represent and obligate Airline and that Airline shall comply with all terms and conditions of the Airline Agreement, the Addendum and this Facilities Use Permit applicable to the use of the License Area.

AIRLINE:

Signature of Authorized Representative of Airline

Title

Date

APPROVED BY:

Director, Department of Airports

Date

TRANSMITTED TO AIRPORT FINANCE DIVISION BY:

Name

Date