

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date: November 1, 2016 Consent Regular
 Workshop Public Hearing

Department: Airports

Submitted By: Department of Airports

Submitted For:

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Third Amendment (Amendment) to Short-Term Lease Agreement (Lease) with Gate Gourmet, Inc. (Gate Gourmet), providing for reimbursement by Gate Gourmet to County in the amount of \$4,500 for a portion of the cost of replacement of the air condition system at Gate Gourmet's leasehold at the Palm Beach International Airport (PBI).

Summary: Pursuant to the Lease (R-2010-1982, as amended), Gate Gourmet leases approximately 3,278 square feet of space in Building 1169 at PBI to support their in-flight catering service to commercial air carriers. Gate Gourmet has agreed to reimburse the County \$4,500 of the \$8,996 cost to replace the air conditioning unit, which will be paid in six (6) equal monthly installments of \$750 commencing November 1, 2016. The Amendment also updates the non-discrimination provision. **Countywide (HJF)**

Background and Justification: The short term nature of the Lease provides for routine maintenance but does not contemplate or address events such as replacement of the air conditioning system which, if not replaced, would render the space untenable. Replacement of the air conditioning enables Gate Gourmet to continue leasing the space.

Attachments:

1. Third Amendment To Short-Term Lease Agreement (3)

=====

Recommended By: *JB* *Sam Kelly*
Department Director Date

Approved By: *pub* *JP Baker* *10/27/16*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	<u>(\$4,500)</u>	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$4,500)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSRC: 4479
 Reporting Category _____

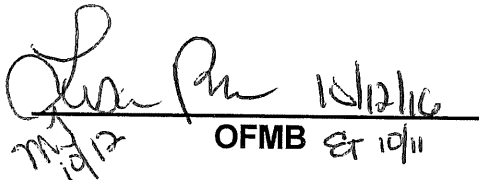
B. Recommended Sources of Funds/Summary of Fiscal Impact:

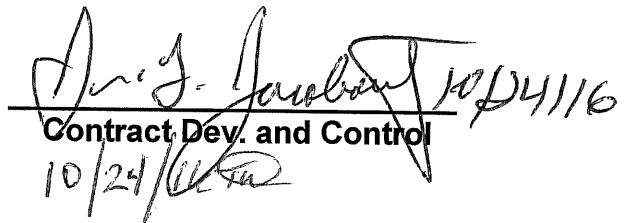
The fiscal impact is the reimbursement of \$4,500 by Gate Gourmet to the County for replacement of the air conditioning unit serving the leasehold space. Gate Gourmet pays rent in the amount of \$3,100 per month and the Lease continues on a month-to-month basis.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB 10/21/16
 10/21/16


 Contract Dev. and Control 10/24/16
 10/24/16

B. Legal Sufficiency:


 Assistant County Attorney 10/25/16

C. Other Department Review:

 Department Director

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

**THIRD AMENDMENT TO
SHORT-TERM LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

THIS THIRD AMENDMENT TO SHORT-TERM LEASE AGREEMENT (this "Third Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gate Gourmet, Inc., a Delaware corporation, having an office and place of business at 1880 Campus Commons Drive, Suite 200, Reston, VA 20191 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport located in Palm Beach County, Florida; and

WHEREAS, pursuant to that certain Short-Term Lease Agreement between County and Tenant, dated December 7, 2010 (R2010-1982), as amended (the "Lease"), Tenant leases space at the Airport; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and 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. 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 Lease.
2. Article 9, Maintenance and Repair, of the Lease is hereby amended to add the following Section 9.03:

9.03 Replacement of Air Conditioning Unit Servicing the Premises. The parties acknowledge that the air conditioning system servicing the Premises is in need of repair and replacement, and the parties acknowledge that, except for repair or replacement caused by damage or neglect, neither party has the responsibility to repair or replace the air conditioning system. The parties acknowledge that County has incurred the sum of eight thousand, nine hundred ninety-six dollars (\$8,996.00), to replace the air conditioning system, and Tenant agrees to reimburse County the sum of four thousand, five hundred dollars (\$4,500.00), which shall be paid to County in six (6) equal monthly installments of seven hundred fifty dollars (\$750.00) each, commencing on November 1, 2016. Such amount shall be payable without demand and shall be considered "Additional Rent" as provided in Section 5.08 of the Lease.

3. Article 25, Non-Discrimination, of the Lease is hereby deleted in its entirety and replaced with the following Article 25:

ARTICLE 25
NON-DISCRIMINATION

25.01 Non-Discrimination in County Contracts. Tenant 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. Tenant 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 Tenant 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.

25.02 Federal Non-Discrimination Covenants.

A. Tenant, for itself, 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 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, Tenant 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 Premises.

3. In the construction of any improvements on, over, or under the 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. Tenant will use the Premises in compliance with all other 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 Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease 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. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease 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 Third Amendment and the provisions of the Lease, or any other amendment thereto, the provisions of this Third Amendment shall control.

6. Incorporation by Reference. Exhibits and terms referenced herein shall be deemed to be incorporated in this Third Amendment by such reference.

7. Paragraph Headings. The heading of the various sections of this Third 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 Third Amendment or the Lease.

8. Effective Date. This Third Amendment shall become effective upon approval by the Palm Beach County Board of County Commissioners.

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

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director, Department of Airports

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

[Signature]
Signature
SHERRY FERDINAND
Print Name

[Signature]
Signature
DEBORAH ZYGULA
Print Name

GATE GOURMET, INC.
a Delaware Corporation

By: [Signature]
Signature
Drew Niemeyer / Urs Schwandinger
Print Name
President / Treasurer
Title

gategroup
Legal
[Signature]



Summary of Certificates

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

Monday, October 03, 2016

- Simple View
- Certificate Images
- Contracts

Insured: Gate Gourmet, Inc.

Insured ID: **GATEGOU-PBC**

Status: **Deficient**

ITS Account Number: **PLC842**

Project(s): **Palm Beach County - Airport Properties**

Insurance Policy	Required	Provided	<u>Override</u>
<u>General Liability</u>	Occurrence Form	Occurrence Form	
Expiration: 5/31/2015			
General Aggregate:	\$5,000,000	\$5,000,000	
Products - Completed Operations Aggregate:	\$5,000,000	\$5,000,000	
Personal And Advertising Injury:	\$5,000,000	\$5,000,000	
Each Occurrence:	\$5,000,000	\$5,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 4/1/2017	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$5,000,000	\$1,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 5/31/2017			
Each Occurrence:	\$0	\$4,000,000	
Aggregate Limit:	\$0	\$4,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 4/1/2017			
Each Accident:	\$100,000	\$2,000,000	
Disease - Policy Limit:	\$500,000	\$2,000,000	
Disease - Each Employee:	\$100,000	\$2,000,000	
<u>Property Wind and Flood Insurance</u>	All-Risk and Replacement Cost	All-Risk and Replacement Cost	
Expiration: 7/1/2016	Ordinance and Law Coverage	not provided	
	Loss Payee	not provided	

Additional Insured

Override

Missing General Liability Additional Insured Endorsement naming:

Palm Beach County Board of County Commissioners

Ray Walter

From: Scott Marting [SMarting@pbcgov.org]
Sent: Thursday, September 29, 2016 4:26 PM
To: Ray Walter
Cc: Steve Schlamp
Subject: RE: Certificate of Insurance Requested for Palm Beach County Department of Airports [13286901]

As per our conversation, the below language can be substituted.

Premises Insurance. Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

From: Ray Walter [mailto:jrwalter@pbia.org]
Sent: Wednesday, September 28, 2016 4:37 PM
To: Scott Marting
Cc: Steve Schlamp
Subject: FW: Certificate of Insurance Requested for Palm Beach County Department of Airports [13286901]

Scott,
Short-Term Lease with Gate Gourmet for use of a portion of the Sky Chef building (Building 1169). The lease (drafted in 2010) provides as follows for Property:

- A. **Property, Wind & Flood Insurance.** Tenant shall maintain Property Insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant to the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the Property Insurance limit. Tenant shall maintain Flood Insurance, regardless of the flood zone, in an amount not less than 100% of the total replacement cost of the betterments and improvements made by or on behalf of Tenant to the Premises or the maximum amount available from the National Flood Insurance Program, whichever is less. Tenant shall maintain Windstorm Insurance, unless included as a covered peril in the Property Insurance, in an amount not less than 100% of the total replacement cost of the betterments and improvements made by or on behalf of Tenant to the Premises or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall cause County to be endorsed as a "Loss Payee" on the policies. The "Loss Payee" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

Gate Gourmet provided the attached, which is pretty vague – no loss payee, and doesn't meet the criteria required. But I'm not sure we need all what the lease requires in the first place. Do we really need the above insurance, or would something such as the following suffice, as we've done in others:

11.03 Property/Contents Insurance. Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any of Tenant's furnishings and equipment.

We can review and adjust the insurance requirements based on Risk Management's advice, without formal amendment. Please advise what you feel is truly required and we'll get it.

Thanks, Ray

From: Zienty, Donald [<mailto:DZienty@gategourmet.com>]
Sent: Wednesday, September 28, 2016 4:22 PM
To: Ray Walter
Cc: Troilo, Dominic; pb@instracking.com
Subject: FW: Certificate of Insurance Requested for Palm Beach County Department of Airports [13286901]

Hello Ray,

Please see attached. Let me know if you require any changes.

Thanks,

Don

Donald J. Zienty
Director, Risk Management, gategroup North America
6701 West Imperial Hwy
Los Angeles, CA 90045
Tel. +1 310 665 8924 | Mobile +1 571 425 6284
dzienty@gategourmet.com | www.gategourmet.com

a gategroup member

From: WINSCErts@willis.com [<mailto:WINSCErts@willis.com>]
Sent: Wednesday, September 28, 2016 11:37 AM
To: Zienty, Donald
Cc: Laarni.Samaniego@WillisTowersWatson.com
Subject: Certificate of Insurance Requested for Palm Beach County Department of Airports [13286901]

Willis Towers Watson CERTIFICATE CENTER

Please see the enclosed document(s) provided by the Willis Towers Watson Certificate Center. We trust this issuance is in compliance with your needs. However, if you have any questions or wish to discuss it in any way, please do not hesitate to contact us during our hours of operation: 7:00 AM to 7:00 PM (CST).

Thank you,

Willis Towers Watson Certificate Center
Phone: 877-945-7378
Fax: 888-467-2378
Email: certificates@willis.com
Web: www.willistowerswatson.com

NOTE: DO NOT REMOVE IDENTIFYING INFO BELOW

servicerequestid: 13286901

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)
09/30/2016

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Willis of Arizona, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		PHONE (A/C, No, Ext): 1-877-945-7378	COMPANY XL Insurance America, Inc. Seaview House 70 Seaview Avenue Stamford, CT 069026040	
FAX (A/C, No): 1-888-467-2378	E-MAIL ADDRESS: certificates@willis.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER US00076024PR16A
INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston, VA 20191		EFFECTIVE DATE 07/01/2016	EXPIRATION DATE 07/01/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED: 09/28/2016 WITH ID: W1642964.				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Re: PLC842 - BUILDING 1169 - UNIT C, Palm Beach International Airport, West Palm Beach, FL 33406.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Coverage/Peril/Form Template Description Property - including Building Ordinance	\$817,212	

REMARKS (Including Special Conditions)

Special Conditions:
Flood Limit: \$817,212 with deductible of \$275,771
Wind Damage: \$817,212 with deductible of 2% of minimum of \$275,771

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.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida its Officers, and Employees c/o Insurance Tracking Services, Inc. P.O. Box 20270 Long Beach, CA 90801	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>John Jacobs</i>	

ACORD 27 (2009/12)

© 1993-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID:13315009

BATCH:Batch #: 256727 CERT:W1653460



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Arizona, Inc.		NAMED INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston, VA 20191	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 27 FORM TITLE: Evidence of Property

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801 are included as Loss Payee as respects reference Property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2016

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 Willis of Arizona, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Allianz Global Risks US Insurance Company</td> <td style="text-align: center;">35300</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allianz Global Risks US Insurance Company	35300	INSURER B: Zurich American Insurance Company	16535	INSURER C: American Zurich Insurance Company	40142	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Allianz Global Risks US Insurance Company	35300														
INSURER B: Zurich American Insurance Company	16535														
INSURER C: American Zurich Insurance Company	40142														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston, VA 20191															

COVERAGES **CERTIFICATE NUMBER:** W1653459 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CGL 2007003	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAP 0113402-01	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$0			ULA 2007004	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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	N/A	WC 0113403-01	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Workers Comp & Emp Liab WC - Per Statute			WC 0113400-01	04/01/2016	04/01/2017	E.L. Each Accident \$2,000,000 E.L. Disease Policy Limit \$2,000,000 E.L. Disease Each Employee \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 09/28/2016 WITH ID: W1642965.
 Contract #PLC842
 Coverage does not apply to airport premises with respect to Automobile Liability coverage.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida its Officers, and Employees c/o Insurance Tracking Services P.O. Box 20270 Long Beach, CA 90801	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
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Arizona, Inc.		NAMED INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston, VA 20191	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Location: 846 Palm Beach International Airport, Building 1169-Unit C, West Palm Beach, FL 33409.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801 are named as Additional Insureds on General Liability and Automobile Liability if required by written contract.

CERTIFICATE
(Corporation)

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

1. That Kristy L Balsanek is the Secretary of Gate Gourmet, 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 xxxxxxxx day of xxxxxxxxxxxx 20xx~~ in accordance with the laws of the State of Delaware the Articles of Incorporation and the By-laws of the Corporation:

Third Amendment to Short Term

RESOLVED, that the Corporation shall enter into that certain 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

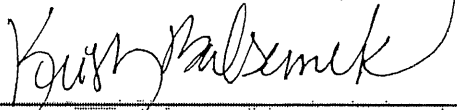
Drew Neimeyer &

FURTHER RESOLVED, that Urs Schwendinger, the President & Treasurer 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 27th day of September, 2016



[Signature]

Kristy L. Balsanek, Secretary

