

AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Motion and Title: Staff recommends motion to receive and file: First Amendment to the Signatory Airline Agreement with Southwest Airlines Co. (R-2014-1720), providing for the relocation of operations area at the Palm Beach International Airport effective October 1, 2016.

Background and Justification: N/A

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

IB
Recommended By: Samuel Kelly 11/14/16
Department Director Date
Approved By: pol UC Balla 12/6/16
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	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</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 Southwest's operations area was effective October 1, 2016. As there was no change in the amount of square footage leased, there is no fiscal impact. The Signatory Airline Agreement expires on September 30, 2019.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Paula Ponz 11/16/16
OFMB 2/11/17

Dr. J. Jacobson 12/21/16
Contract Dev. and Control
12/21/16

B. Legal Sufficiency:

Anne Delgado 12-6-16
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)

**FIRST AMENDMENT TO SIGNATORY AIRLINE AGREEMENT BETWEEN
PALM BEACH COUNTY AND SOUTHWEST AIRLINES CO.**

THIS FIRST AMENDMENT TO SIGNATORY AIRLINE AGREEMENT (this "First Amendment") is made and entered into this NOV 09 2016, 2016, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), Southwest Airlines Co., a Texas corporation, having its office and principal place of business at 2702 Love Field Drive, Dallas, Texas 75235 ("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 that certain Signatory Airline Agreement between County and Airline dated October 14, 2014 (R2014-1720) (the "Agreement"), Airline leases various terminal facilities and equipment at the Airport 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 October 1, 2016, Exhibit "B" (Preferential Use Premises (Terminal Areas)) to the Agreement shall be deleted in its entirety and replaced with Exhibit "B" (Preferential Use Premises (Terminal Areas)) attached to this First Amendment.

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

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.

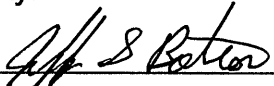
18.02 Federal Non-Discrimination Covenants.

- A. Airline, for 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 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 First 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 First Amendment shall become effective when signed by both parties hereto and approved by the Palm Beach County Board of County Commissioners.

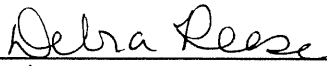
(Remainder of page intentionally left blank)

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

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

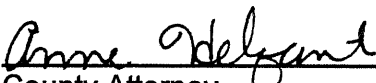

Signature

Jeffrey S. Bolton
Print Name



Signature

Debra Reese
Print Name

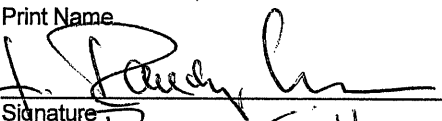
APPROVED AS TO FORM & LEGAL SUFFICIENCY:


County Attorney

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

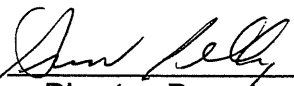

Signature

Nicole Harris
Print Name

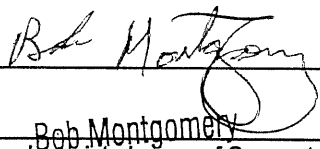

Signature

Randy Gillespie
Print Name

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

BY: 
Director, Department of Airports

Airline: Southwest Airlines Co.

By: 
Bob Montgomery
Typed or printed name of Corporate Officer

Title: Vice President - Airport Affairs

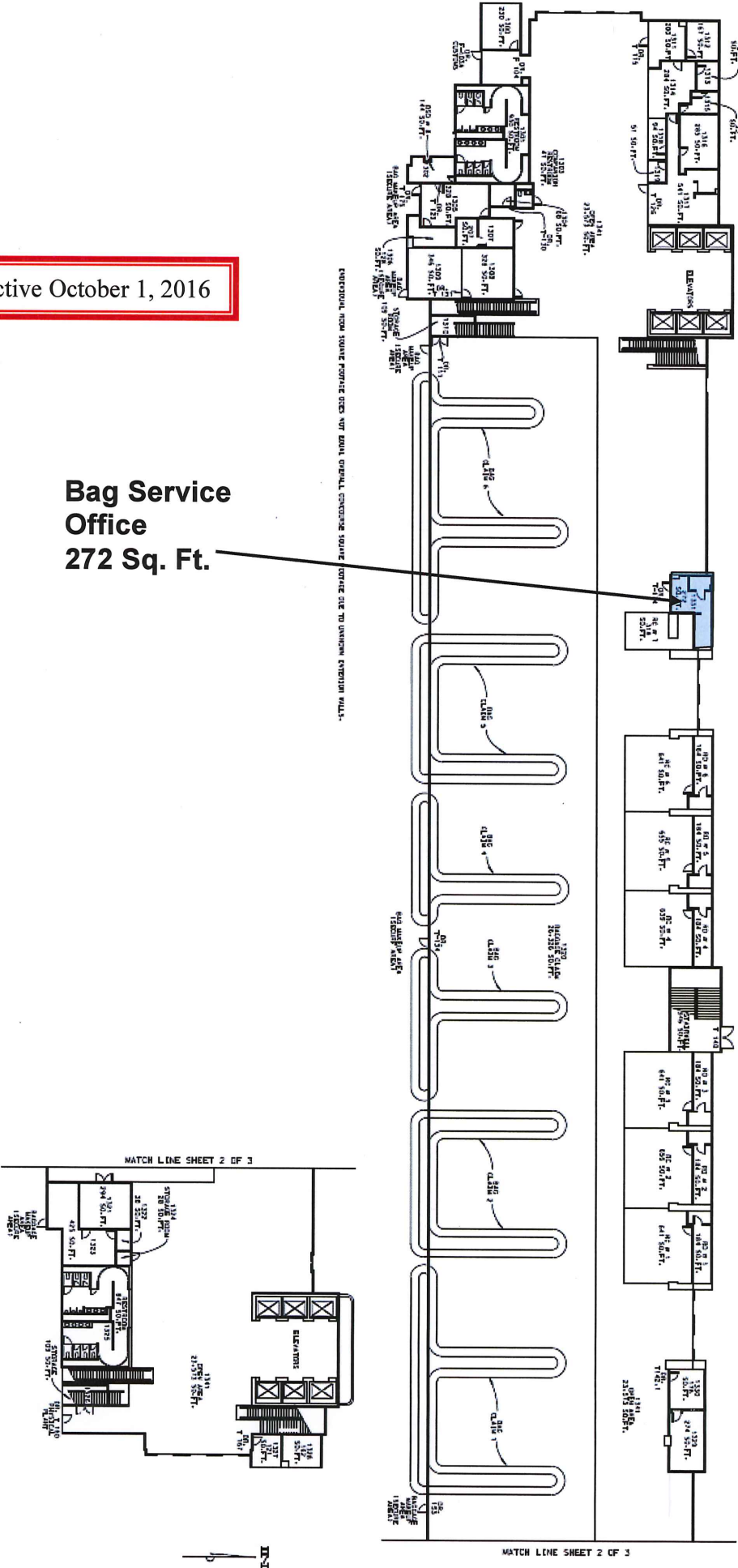
(Seal)

EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
Southwest Airlines Co.

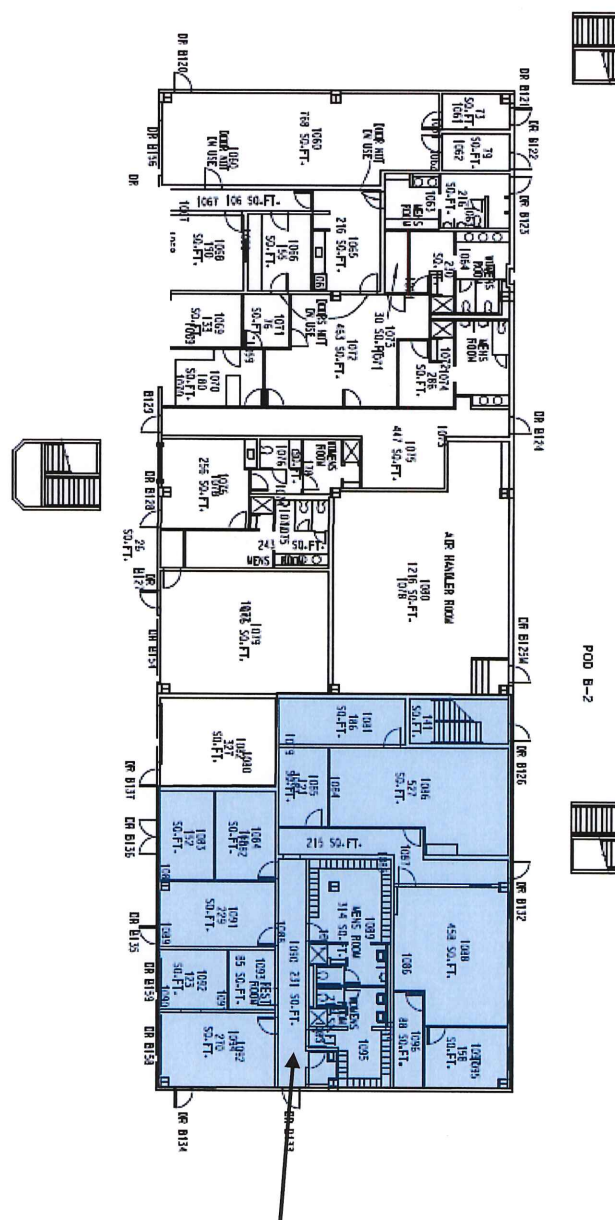
First Level Plan – Palm Beach International Airport Main Terminal

Effective October 1, 2016

Bag Service Office
272 Sq. Ft.



First Level Plan – Palm Beach International Airport Concourse

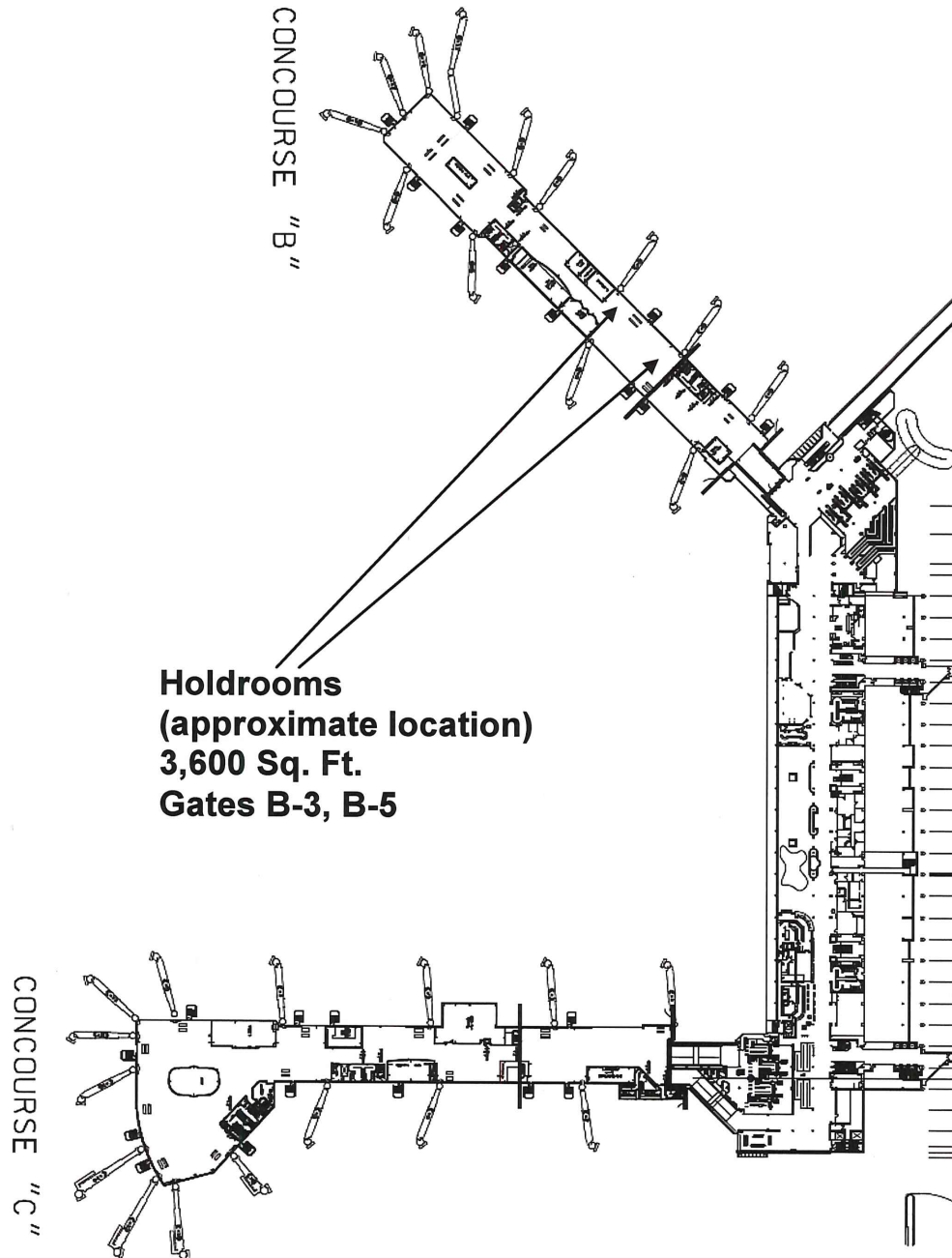


Operations Area*

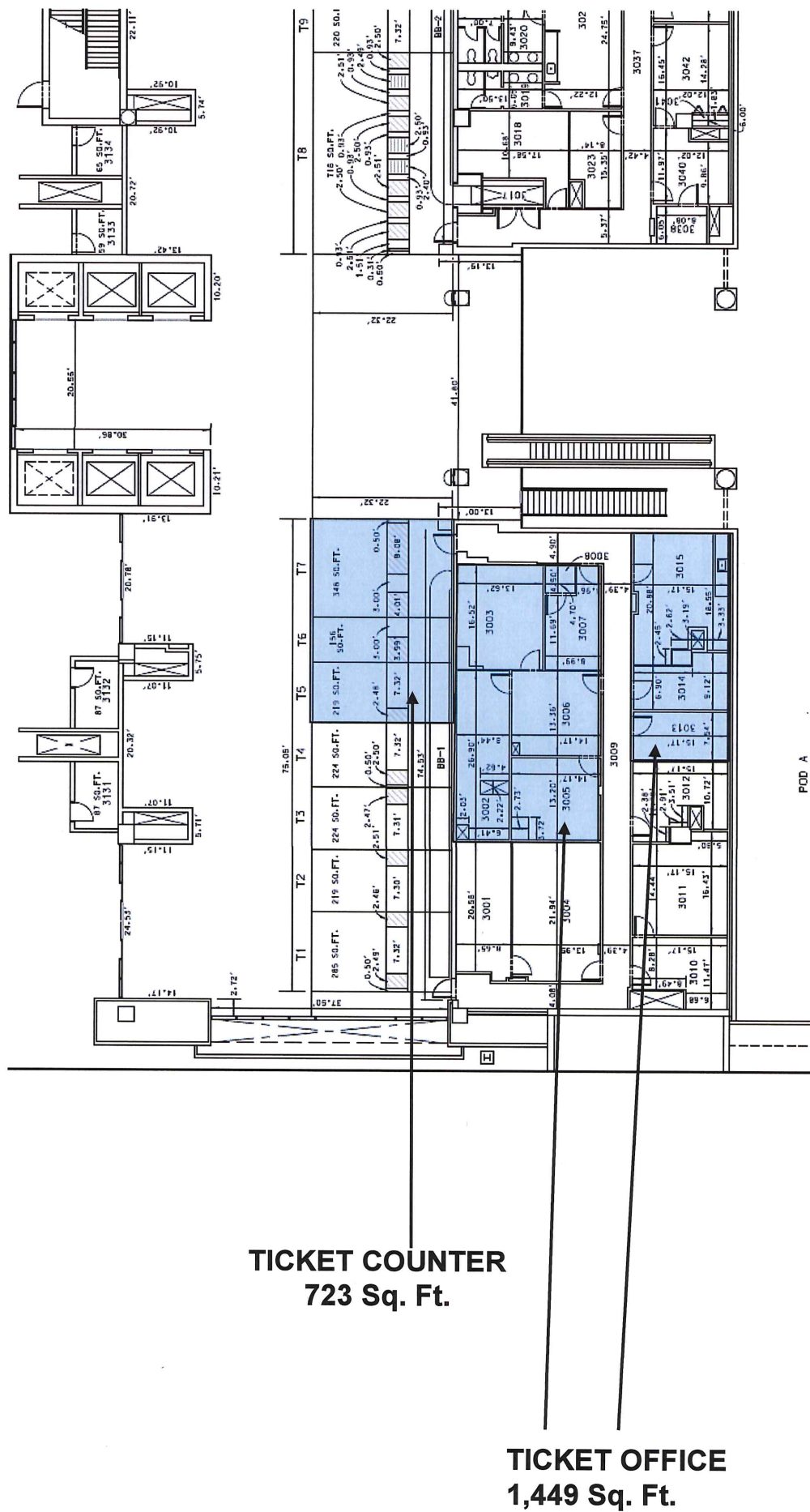
* The parties agree that for billing purposes, billing shall be based on 3,862 sf. of operational space. The actual space occupied is 3,676 sf.

EXHIBIT "B" - Preferential Use Premises (Terminal Areas)
Southwest Airlines Co.

Second Level Plan – Palm Beach International Airport



Third Level Plan – Palm Beach International Airport Main Terminal



CERTIFICATE
(Corporation)

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

1. That Mark R. Shaw is the Secretary of Southwest Airlines Co., a corporation organized and existing in good standing under the laws of the State of Texas, hereinafter referred to as the "Corporation."

2. That Bob Montgomery is the duly elected Vice President Airport Affairs of the Corporation and has authority to execute 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 such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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 25th day of September, 2014.

[Signature]

Corporate Seal

Mark R. Shaw, Secretary

Summary of Certificates

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

Wednesday, November 09, 2016

Simple View

Certificate Images

Contracts

Insured: Southwest Airlines Co. Insured ID: PBI-SW-14-01

Status: Compliant

ITS Account Number: PLC1809

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 12/15/2016			
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: 12/15/2016			
Each Accident:	\$1,000,000	\$5,000,000	
Disease - Policy Limit:	\$1,000,000	\$5,000,000	
Disease - Each Employee:	\$1,000,000	\$5,000,000	
<u>Aircraft Liability Insurance</u>			
Expiration: 12/15/2016			
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