

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)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# 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:

The Signatory Airline Agreement (R-2014-1033) establishes the basis for all airline rates and charges for the operation of commercial air service at PBIA. The PBIA Operating Permit allows airlines or charter operators that service PBIA on a short term basis for specific flight operations to utilize the terminal and incorporates the rates and charges established under the Signatory Airline Agreement. Revenues from terminal rents, landing fees, and baggage system charges will average \$14 to \$16 million annually over the five-year period. Rates are established to recover the cost of airport operations, maintenance, and debt service for the terminal, terminal systems, and airfield.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature]
 OFMB 2/3/3

[Signature] 3/17/17
 Contract Dev. and Control
 3/7/17

B. Legal Sufficiency:

[Signature] 3-8-17
 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)

**PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT**

1. Air Transportation Company ("Permittee"):	2. Contact Person:
Permittee: <u>Miami Air International Inc.</u> Address: <u>5000 N.W. 36th Street, Suite 307</u> <u>Miami, Florida 33166</u> Phone: <u>305-876-3600</u> Fax: <u>305-675-8128</u>	Name: <u>Phillip Mullings</u> Title: <u>Ground Services Coordinator</u> Address: <u>5000 N.W. 36th Street, Suite 307</u> <u>Miami, Florida 33166</u> Phone: <u>305-876-3654</u> Mobile: _____ Fax: <u>305-675-8128</u> E-mail: <u>paxserv@miami-air.com</u>

3. Ground Handler Contact Information:

Ground Handler: Flight Services & Systems

Contact: Daniel Schrier Phone: 561-284-9717

E-mail: dschrier@fsspeople.com

4. Description of Permitted Flight Operations:

A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.

5. Insurance Requirements:

Permittee shall maintain the following types and amounts of insurance coverage:

Aircraft Liability - \$50,000,000 Combined Single Limit, including Passenger, Bodily Injury (including death) & Property Damage Liability.

Business Automobile Liability - covering Owned, Hired & Non-Owned Vehicles. If Permittee will not be utilizing vehicles owned by Permittee, this policy should include Hired and Non-Owned Vehicles only.

No Vehicle AOA Access Required - \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.

Vehicle AOA Access Required - \$5,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.

Airline Liability/Commercial General Liability

Aircraft with 50 seats or less - \$50,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.

Aircraft with 50 seats or more - \$100,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.

Worker's Compensation - applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws.

Umbrella Liability Insurance or Excess Liability Insurance - may be used to reach the limits of liability required for the Airline Liability Policy, Aircraft Liability Policy and Business Automobile Policy.

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Additional Insured Endorsement. "Additional Insured" endorsement on liability policies shall read: "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", or as otherwise directed by the County.

Certificate of Insurance. Certificate(s) of Insurance shall be provided to Palm Beach County ("County") or the County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to Permittee's first flight operation at the Airport. Renewal certificate(s) shall be delivered to the County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the County.

Waiver of Subrogation. Permittee agrees to a Waiver of Subrogation for each policy required by this Operating Permit. When required by the insurer, or should a policy condition not permit Permittee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Permittee enter into such an agreement on a pre-loss basis.

6. Indemnification:

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

7. Facilities Usage:

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

8. Fees & Charges:

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

9. Laws, Regulations and Requirements:

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended. Prior to the effective date of this Operating Permit, Permittee shall submit a copy of its nondiscrimination policy or provide a written statement to County affirming its non-discrimination policy conforms to the requirements of R-2014-1421, as may be amended.

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10. Revocation of Permit:

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

11. Signature:

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Delgado
County Attorney

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports

By: [Signature]
Director

Date: 2/23/2017

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

Witness: [Signature]
Luis Perez Fuentes
Typed or printed name

Witness: [Signature]
Zuzel Salazar
Typed or printed name

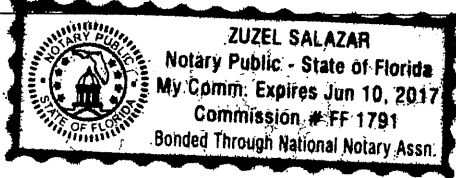
(Seal)

PERMITTEE

By: [Signature]
JOSE HERNANDEZ
Typed or printed name

Title: DIRECTOR PUNECTASIUS

Date: 2-22-2017



ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #1:			
Arrive PBI Date:	2/25/2017	Time:	1525L
Origin:	PVR	Destination:	PBI
Depart PBI Date:	02/26/2017	Time:	2000L
Origin:	PBI	Destination:	TLC
Terminal Usage:			
Per Use Ticket Counter:	yes	Estimated time of usage:	2 hours
Aircraft Information:			
Name of Aircraft Operator:	Miami Air International Inc.		
Aircraft Description:	B737-800 ACFT N732MA		
Maximum Gross Landing Weight:	174,700 Lbs.		
Estimated Number of Passengers:	168		
Flight Operation #2:			
Arrive PBI Date:	2/27/2017	Time:	1430L
Origin:	MLA	Destination:	PBI
Depart PBI Date:	2/27/2017	Time:	1600L
Origin:	PBI	Destination:	TLC
Terminal Usage:			
Per Use Ticket Counter:	yes	Estimated time of usage:	2 hours
Aircraft Information:			
Name of Aircraft Operator:	Miami Air International Inc.		
Aircraft Description:	B737-800 ACFT N732MA		
Maximum Gross Landing Weight:	174,700 Lbs.		
Estimated Number of Passengers:	168		
Flight Operation #3:			
Arrive PBI Date:	4/27/2017	Time:	1305
Origin:	HAV	Destination:	PBI
Depart PBI Date:		Time:	
Origin:		Destination:	
Terminal Usage:			
Per Use Ticket Counter:	NO	Estimated time of usage:	
Aircraft Information:			
Name of Aircraft Operator:	Miami Air International Inc.		
Aircraft Description:	B737-800 ACFT		
Maximum Gross Landing Weight:	174,700 Lbs.		
Estimated Number of Passengers:	168		

Summary of Certificates

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

Monday, February 27, 2017

Insured: Miami Air International, Inc.

Insured ID: PBI-MI-17-01

Status: **Compliant (with overrides)**

ITS Account Number: **PLC2524**

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

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/1/2017			
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	\$100,000,000	
Each Occurrence:	\$100,000,000	\$100,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$0	X
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 10/5/2017			
<u>Aircraft Liability</u>			
Expiration: 11/1/2017			
Each Occurrence:	\$50,000,000	\$100,000,000	
Aggregate Limit:	\$50,000,000	\$100,000,000	

Missing Policy Information

Override

The original Certificate of Insurance received did not include policies for the following coverages:

- **Automobile Liability** X

Notifications

There were no deficiency letters issued.

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

C E R T I F I C A T E
Miami Air International Inc.

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

1. That Juan T. O’Naghten is the Secretary of Miami Air International Inc., a corporation organized and existing in good standing under the laws of the State of Florida, 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 17 day of February, 2017, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:


RESOLVED, that the Corporation shall enter into that certain Palm Beach International Airport Operating Permit 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.

RESOLVED, FURTHER RESOLVED, that Jose Hernandez, the Director of Purchasing, Ground Handling and Catering 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 22 day of February, 2017.



Juan T. O’Naghten, Secretary

Corporate Seal