

AGENDA ITEM SUMMARY

☐ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Attachments: One (1) License Agreement

Rw Laura Beebe
Department Director

5-16-19
Date

LC Baker

County Administrator

5/29/19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
Operating Revenues	(\$525)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$525)	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No ☒ X
Does this item include the use of federal funds? Yes No ☒ X

Budget Account No: Fund 4100 Department 120 Unit 8320 RSource 2900
Reporting Category

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

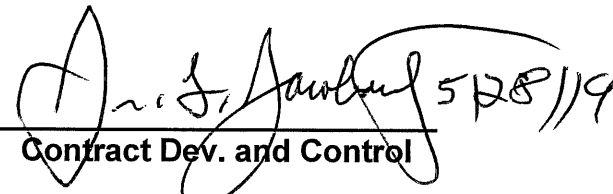
The License Fee is \$750.00 per month. The fiscal impact above includes only the Initial Term of 4/10/19 to 4/30/19 (\$525.00). The Agreement automatically renews on a monthly basis unless canceled with a final expiration date of 9/30/22, but renewal beyond 4/30/19 is not assured.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 5/23/19
OFMB 5/23 9/6/22

 5/28/19
Contract Dev. and Control

B. Legal Sufficiency:

 5-29-19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

From: Jackie Binns A. <JBinns@pbcgov.org>
Sent: Friday, May 10, 2019 12:54 PM
To: Steve Schlamp <schlamp@pbia.org>
Subject: RE: Sky Chefs /License #PBI-SY-19-01 in CTrax

Steve,

I'll work on JDi.

Yes. The insurance for Sky Chefs is approved. They are compliant.

Jackie

Jacqueline Binns, ARM-P
Property & Casualty Insurance and Claims Manager
Palm Beach County
Risk Management Department
100 Australian Av, Suite 200
West Palm Beach, FL 33406
jbinns@pbcgov.org
(561) 233-5422



From: Steve Schlamp <schlamp@pbia.org>
Sent: Friday, May 10, 2019 12:12 PM
To: Jackie Binns A. <JBinns@pbcgov.org>
Subject: Sky Chefs in CTrax

Hi – please look at project number PBI-SY-19-01. This is a License Agmt with Sky Chefs. If you click on the Import/Review tab you'll see one item is pending. If you click on Status on the right side it says that gen liab and auto liab is missing. Sky Chefs' COI is not the normal Acord form COI (see attached for reference) and believe CTrax has missed the coverages noted on Sky Chefs' COI. Can you review and if the COI is in fact compliant, can you notify CTrax to accept this COI and/or override? Thank you.

Steve

Steven K. Schlamp
Assistant Airports Properties Manager
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
(561) 471-7456 Fax: (561) 471-7427
E-Mail: schlamp@pbia.org

Palm Beach
INTERNATIONAL AIRPORT



SKY CHEFS, INC.

**WRITTEN CONSENT OF THE SOLE SHAREHOLDER
(In Lieu of Meeting)**

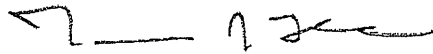
April 2, 2019

The undersigned, being the sole shareholder (the "Shareholder") of **SKY CHEFS, INC.**, a Delaware Corporation (the "Corporation"), acting pursuant to Section 228 of the Delaware General Corporation Law (the "Act") does hereby (i) waive any and all requirements for calling, giving notice of, and holding a meeting, (ii) consent to and confirm the taking of the following actions by the Corporation, such written consent to be (a) evidence of the action taken by the Shareholder as of the date hereof; (b) filed with the minutes of the meetings of the members of the Corporation; and (c) in lieu of a special meeting, and (iii) adopt and consent to the actions contemplated by the following resolutions, effective as of the date first written above:

RESOLVED, that John Rutjes, the Senior Vice President of the Corporation is hereby authorized and instructed to execute instruments as may be necessary and appropriate for the Corporation to fulfill its obligations. In his absence, Thomas Lee and Adriaan Van Eeden, the Assistant Secretaries of the Corporation, are authorized to execute instruments as may be necessary and appropriate for the Corporation to fulfill its obligations.

IN WITNESS WHEREOF, the undersigned has caused this Written Consent (in lieu of meeting) of the Sole Shareholder of **SKY CHEFS, INC.**, to be executed by its duly authorized representatives as of the date first written above.

LSG SKY CHEFS USA, INC.



Thomas Lee , Asst. Secretary

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 10th day of April, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Sky Chefs, Inc., a Delaware corporation, whose principal place of business is located at 6191 North State Highway 161, Irving, TX 75038, ("Licensee").

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, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is a portion of the paved area on the Airport, as designated in writing by the Department, sufficient in size to accommodate the parking of no more than three (3) vehicles operated by Licensee, as further provided in Section 4.01 (the "Property"). As of the Effective Date, the Property is identified in Exhibit "A", attached hereto and incorporated herein. The Department may, in its sole and absolute discretion, relocate the location of the Property upon demand with written notice to Licensee, without formal amendment hereto.

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on the Effective Date (the "Commencement Date") and expire on April 30, 2019, (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond September 30, 2022;

and further provided, either party may elect to not renew this Agreement upon providing no less than five (5) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term". Notwithstanding the foregoing or any other provisions of this Agreement, this Agreement shall automatically terminate upon the expiration or earlier termination of that certain In-Flight Catering Permit dated May 26, 2016 (R2016-1676) (the "Permit").

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of \$750.00 (Seven Hundred Fifty and 00/100 dollars) per month, together with applicable sales taxes thereon. The License Fee shall be payable in advance, without demand and without any deduction, holdback or set-off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable as of the Commencement Date. If the Commencement Date occurs on a day other than the first day of a month, the license fee for a fractional monthly period shall be prorated on a per-diem basis (calculated on the basis of a thirty (30) day month). Any license fee due hereunder for any other fractional monthly period shall likewise be calculated and paid on such a per-diem basis.

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for parking of no more than three (3) of Licensee's operable trucks owned or leased by Licensee in connection with Licensee's operations at the Airport pursuant to the Permit. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever. The Department may, at any time, issue written operational or security conditions governing Licensee's use of the Property, which shall be deemed to be incorporated herein upon delivery to Licensee (the "Operational Conditions"). Any such Operational Conditions may be amended at any time by the Department upon delivery of such amended Operational Conditions to Licensee.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination.

A. Non-Discrimination in County Contracts. As a condition of entering into this Agreement, Licensee represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, Licensee shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. Licensee shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. Licensee understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the Licensee from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. Federal Non-Discrimination Covenants.

1. Licensee, for 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:

- a. In the event facilities are constructed, maintained, or otherwise operated on the Property 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, Licensee 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.
 - b. 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 Property.
 - c. In the construction of any improvements on, over, or under the Property 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.
 - d. Licensee will use the Property in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this License and to enter, re-enter, and repossess the Property, and hold the same as if this License had never been made or issued.
3. 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. Licensee shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or

benefiting from Federal assistance. This provision obligates Licensee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Licensee for the longer of the following periods: (a) the period during which the property is used by County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which County or any transferee retains ownership or possession of the property.

5. Licensee shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Licensee remains in compliance with such requirements throughout the Term of this License.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all

improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, 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 Agreement.

9.03 Default.

- (a) Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.
- (b) A default, by Licensee, of any other permit, lease, license or agreement between County and Licensee, which default has not been cured within the applicable cure period provided in such permit, lease, license or agreement shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part,

and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
Attn: Director of Airports
Fax: (561) 471-7427

With a copy to:

Palm Beach County Attorney's Office
Attn: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

(b) If to the Licensee at:
LSG Sky Chefs North America Solutions, Inc.
Attn: John H. Hayes
6191 North State Highway 161
Irving, Texas 75038
Email: john.h.hayes@lsg-group.com

With a copy to:

Sky Chefs, Inc.
Attn: Jean Fignole
650 SW 34th Street, Suite 114
Fort Lauderdale, Florida 33315
Email: jean.fignole@lsgskychefts.com

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.


10.14 Scrutinized Companies. As provided in Section 287.135 Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725 Florida Statutes. When contract value is greater than \$1 million, as provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 Million Dollars or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes. The aforementioned certification must also be submitted at the time of any Agreement renewal, if applicable.

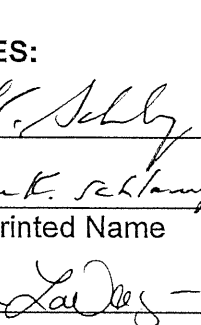
10.15 Effective Date. This Agreement shall become effective when executed by both parties hereto (the "Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:


Signature
Steven K. Schamp
Typed or Printed Name


Signature
Martha LaVeghella
Typed or Printed Name


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


By: 
Director of Airports

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney


WITNESSES:


Signature
Lisa Duhamel
Typed or Printed Name


Signature
John Hayes
Typed or Printed Name

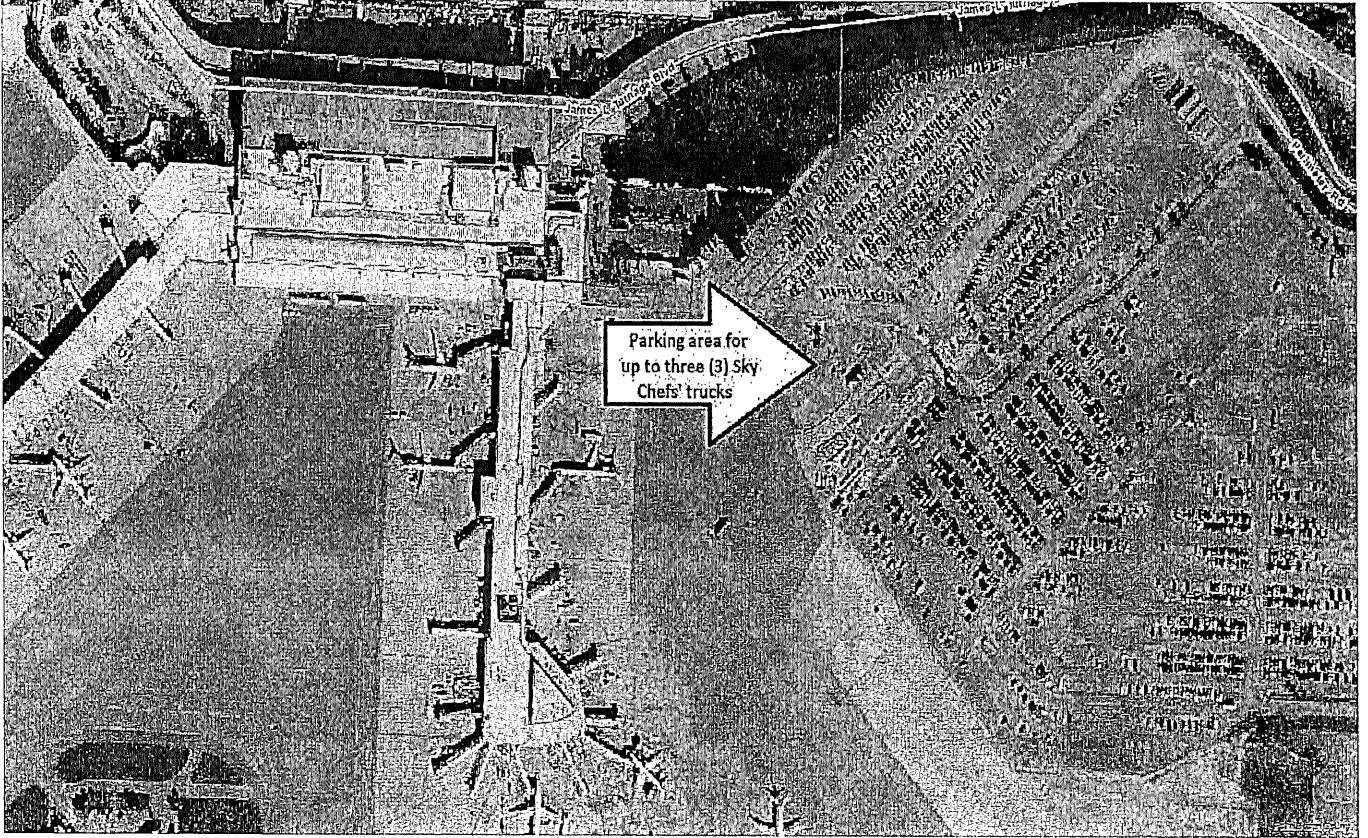
LICENSEE:

Sky Chefs, Inc.

By: 
Signature
Thomas J. Lee
Typed or Printed Name
Title: Assistant Secretary

(Seal)

EXHIBIT "A"
THE PROPERTY



The Property consists of ramp area for the parking of up to three (3) operable trucks owned or leased by Licensee in connection with Licensee's Permit.

The Department may change location of Property upon demand with written notice to Licensee.

EXHIBIT "B"

INSURANCE

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, and sent c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 (schlamp@pbia.org)", or as otherwise approved or modified by County.

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than \$1,000,000 Dollars (\$One Million) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406", or as otherwise approved or modified by County. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Worker's Compensation & Employers Liability. Licensee shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to 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 Licensee enter into such an agreement on a pre-loss basis.