



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

*JH*

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

The standard-form Airline Service Incentive Program Participation Agreement was established to encourage airlines to increase the number of non-stop flights to PBI by providing certain incentives for a promotional period by offering airport fee reductions and/or waivers. The Incentive Agreement allows for the waiver of landing fees for qualified flights from LAX. The fiscal impact cannot be determined at this time.

**C. Departmental Fiscal Review:**

*Debra Dunsen*

**III. REVIEW COMMENTS**

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

*Lisa Monte* 12/16/2020  
 OFMB *(TW) 12/9*

*David J. Jankowski* 12/11/2020  
 Contract Dev. and Control  
 12-10-20 *TW*

**B. Legal Sufficiency:**

*Anne Delgant* 12-15-2020  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

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

**JETBLUE AIRWAYS CORPORATION**

Assistant Secretary's Certificate

I, the undersigned Assistant Secretary of JetBlue Airways Corporation, a Delaware corporation, (the "Company"), do hereby certify that:

The following resolution was adopted by the Board of Directors of the Company on May 18, 2017:

**GENERAL CORPORATE RESOLUTION**

WHEREAS, the Company is required to execute applications, contracts, leases, loan agreements and other deeds and documents or instruments in the ordinary course of business;

**NOW THEREFORE, BE IT:**

RESOLVED, that the Chief Executive Officer, the President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, any Executive Vice President, any Senior Vice President or any Vice President of the Company be, and they hereby are, authorized to sign and execute in the name of the Company all applications, contracts, leases, loan agreements and other deeds and documents or instruments in writing of whatsoever nature that may be required in the ordinary course of business of the Company and that may be necessary to secure for operation of the corporate affairs, governmental permits and licenses for, and incidental to, the lawful operation of the business of the Company, and to do such acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the corporation and its business.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 6<sup>th</sup> day of August 2018.

Dora G. Habachy

Name: DORA G. HABACHY

Title: Assistant Secretary

🔍 Search

👤 Insured

Insured Name

Jetblue Airways Corporation (DX00000647)



Jetblue Airways Corporation

Active Records Only

Advance Search

Name: Jetblue Airways Corporation



Account Number: DX00000647

Address:

Status: Compliant with minor/expiring deficiencies.

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🔄 History

☰ Deficiencies

📶 Coverages

★ Requirements

🔄 Contract Screen

Add

Edit

Help

Video Tutorials

Insured

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number: DX00000647

Risk Type: Standard - General Services

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: Jetblue Airways Corporation

Address 1:

Address 2:

City:

State:

Zip:		
Country:		
<b>Contract Information</b>		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Signatory Airline Agmt	Safety Form II:
<b>Contact Information</b>		
Contact Name:	Jeremy Couser	Misc:
Phone Number:		Alt Phone Number:
Fax Number:		
E-Mail Address:	jeremy.couser@jetblue.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by c28 on 05/06/2020.

**AIRLINE SERVICE INCENTIVE PROGRAM  
PARTICIPATION AGREEMENT**

**THIS AIRLINE SERVICE INCENTIVE PROGRAM PARTICIPATION AGREEMENT FOR QUALIFIED FLIGHTS** (this "Agreement") is made and entered into this ~~20<sup>th</sup>~~ day of ~~November, 2020~~ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and JetBlue Airways Corporation, a Delaware corporation, having its office and principal place of business at 27-01 Queens Plaza North, Long Island City, New York 11101 ("Airline").

**WITNESSETH:**

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

**WHEREAS**, Airline is engaged in the business of scheduled air transportation of passengers; and

**WHEREAS**, Airline has entered into that certain Signatory Airline Agreement with County, dated September 30, 2019 (R2020-0226, as amended) (the "Airline Agreement"), which is incorporated herein by reference, providing for scheduled air transportation at the Airport; and

**WHEREAS**, County desires to market and promote air transportation service at the Airport; and

**WHEREAS**, County wishes to encourage Airline to increase the number of non-stop flights to the Airport by providing certain incentives for such service by Airline for a promotional period by offering Airport Fee reductions and/or waivers.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree to the following terms and conditions:

**1. RECITALS**

The recitals set forth above are true and correct and form a part of this Agreement.

**2. DEFINITIONS**

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Section and the meanings shall apply to both singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Agreement, but not defined in this Section, shall have the meanings set forth in the Airline Agreement:

- A. "Airline Agreement" has the meaning set forth in the recitals.
- B. "Airline Service Incentive Program" means the incentive program detailed in this Agreement and the Resolution.
- C. "Airline Service Incentive Report" has the meaning set forth in Section 3(B) below.
- D. "Airport" has the meaning set forth in the recitals of this Agreement.
- E. "Airport Fee" means the fees and/or charges specified in Section 3(A) below.
- F. "Board" means the Palm Beach County Board of County Commissioners.
- G. "Department" means the Palm Beach County Department of Airports.
- H. "Flight Destination" means the following airport:

Airport	Airport Identifier
Los Angeles International Airport	LAX

I. "Qualified Flight" means flight service provided by Airline between a Flight Destination and the Airport, which meets the following criteria:

- (1) the flight is added on or after March 31, 2014, or the flight is converted to jet-powered aircraft on or after March 31, 2014;
- (2) the Flight Destination is not currently served on a non-stop basis by any airline or the Flight Destination is not currently served by Airline or any other airline on a non-stop basis by jet-powered aircraft;
- (3) the flight consists of non-stop arrival and departure service;
- (4) the flight has weekly service frequency, at a minimum;
- (5) Notwithstanding Section I(2) above, the Director of the Department may designate a second flight to the Flight Destination as a Qualified Flight in accordance with the requirements set forth in the Resolution; and
- (6) the flight satisfies the eligibility rules set forth in the Resolution.

J. "Resolution" means Resolution No. R2014-0251 adopted by the Palm Beach Board of County Commissioners on March 11, 2014, as may be amended from time to time, which is incorporated herein by this reference.

### 3. AIRPORT FEE WAIVERS/REDUCTIONS FOR QUALIFIED FLIGHTS

A. In consideration of the Qualified Flight provided by Airline, County agrees to waive and/or reduce the Airport Fees listed below in accordance with the following:

Airport Fee	Description of Waiver/Reduction	Duration Waived (Months)
Landing Fees	100% waiver of landing operations for LAX	Commencing upon the latter to occur of (i) the Effective Date of this Agreement; or (ii) November 19, 2020, and ending twenty-four (24) months thereafter.

B. County may require Airline to submit report(s) regarding Airline's air service activity hereunder in a form and substance, and at a frequency, acceptable to the Department ("Airline Service Incentive Report").

### 4. DEFAULT

A default under the terms of this Agreement shall occur if either party hereto breaches any term, condition or covenant contained in this Agreement to be performed or observed by such party, and such party fails to remedy the breach within thirty (30) days after written notice thereof from the non-defaulting party.



**5. TERMINATION**

- A. In the event Airline is in default of this Agreement, the Airline Agreement or any other agreement between Airline and County, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- B. In the event Airline fails to submit or complete Airline Service Incentive Report(s) as may be required by County hereunder, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- C. County shall have the right to terminate this Agreement for convenience at any time upon ninety (90) days prior written notice to Airline.
- D. If for any reason the flight ceases to be considered a Qualified Flight or Airline ceases to provide the Qualified Flight, this Agreement shall automatically terminate, and Airline shall become obligated to pay all Airport Fees in accordance with the Airline Agreement.
- E. Upon termination of this Agreement, Airline acknowledges and agrees that Airline shall not be eligible to receive any waiver of Airport Fees under this Agreement and shall forgo any claim against County for such waivers.

**6. FEDERAL REQUIREMENTS**

This Agreement is intended to comply with all applicable federal laws, rules, regulations and policies related to airport incentive programs for promotion of air carrier service, including, but not limited to, the Federal Aviation Administration's ("FAA") *Statement of Policy and Procedures Concerning the Use of Airport Revenue*, 64 FR 7696 (February 16, 1999), the FAA's *Policy Regarding Airport Rates and Charges*, 61 FR 31994, June 21, 1996, as such policies are now or hereafter amended. If at any time the FAA determines that the Airline Service Incentive Program or this Agreement fails to comply, in whole or in part, with any federal laws, rules, regulations or policies or the County's grant agreement obligations, County shall have the right to terminate this Agreement upon written notice to Airline.

**7. AIRPORT FUNDING REQUIREMENTS**

County's obligation to perform under this Agreement shall be contingent upon satisfaction of the funding and rate requirements of the Palm Beach County Airport System Bond Resolution No. R-84-427 dated April 3, 1984, as now or hereafter amended and/or supplemented ("Bond Resolution"). County may terminate this Agreement upon written notice to Airline in the event County determines, at its sole discretion, that insufficient surplus funds are available to support the Airline Service Incentive Program or that continuation of the Airline Service Incentive Program will or may result in a violation of the funding or rate requirements of the Bond Resolution, whereupon the parties shall be released from all further obligations under this Agreement.

**8. 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 Airline or 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.

**9. NONDISCRIMINATION**

Airline shall comply with the nondiscrimination provisions of the Airline Agreement, as may be amended.

**10. NOTICES**

All notices and elections (collectively, "notices") to be given or delivered by or to either 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 delivery service, 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 service or overnight delivery service, 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 on 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:

To: County:	With copy to:
Department of Airports	Palm Beach County Attorney's Office
Palm Beach County	Attn: Airport Attorney
846 Palm Beach Int'l Airport	301 North Olive Avenue
Attn: Director of Airports	Suite 601
West Palm Beach, FL 33406-1470	West Palm Beach, FL 33401
FAX: (561) 471-7427	FAX: (561) 355-4398

To: Airline:  
JetBlue Airways Corporation  
Attn: Renee Gallagher  
27-01 Queens Plaza North  
Long Island City, NY 11101

With a copy to:  
JetBlue Airways Corporation  
Robert Kriedberg, Infrastructure, Properties & Development  
200 Terminal Drive  
Fort Lauderdale, FL 33315

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

**11. CONSENT AND APPROVAL**

Whenever this Agreement calls for an approval, consent, authorization or other action by the Department or County, such approval, consent, authorization or other action may be provided or performed by the Department, on behalf of County, by and through its Director of the Department or designee.

**12. 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 employee of County and/or Airline.

**13. GOVERNING LAW AND VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

**14. ENFORCEMENT COSTS**

Each party shall bear its own costs or expenses, including attorney's fees, associated with the enforcement of the terms or conditions of this Agreement.

**15. ANNUAL BUDGETARY FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

**16. SEVERABILITY**

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

**17. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.

**18. ENTIRE UNDERSTANDING**

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**19. 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 the 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.

**20. NON-EXCLUSIVITY OF REMEDIES**

No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by either party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**21. AMENDMENT**

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

**22. ATTACHMENTS**

Exhibits attached hereto shall be incorporated herein by this reference.

**23. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

**24. EFFECTIVE DATE AND TERM**

This Agreement shall become effective upon the date this Agreement has been signed by the parties hereto (the "Effective Date") and shall expire on twenty-four (24) months thereafter, unless sooner terminated pursuant to the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first written above.

**WITNESSES:**

By: *Steven F. Schlamm*  
Signature  
Steven F. Schlamm  
Print Name

By: *Rebecca Reed*  
Signature  
REBECCA REED  
Print Name

**Approved as to Form and Legal Sufficiency:**

By: *Anne Delgant*  
County Attorney

**PALM BEACH COUNTY:**

By: *Laura Beck*  
Director of Airports

**WITNESSES:**

By: *Thomas Kuehn*  
Thomas Kuehn (00173, 7070 13 08 E01)  
Signature  
Tom Kuehn  
Print Name

By: *Erick Capps*  
Erick Capps (00173, 7070 13 10 F01)  
Signature  
Erick Capps  
Print Name

**AIRLINE:**

**JETBLUE AIRWAYS CORPORATION**

By: *Lisa Reifer*  
Signature  
Lisa Reifer  
Print Name

Title: Vice President, Infrastructure Properties & Development

(Seal)