

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/30/2016

Contract/Lease Control #: L17-0449-AP

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: AMERICAN AIRLINES, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/17/2016

Term: 09/30/2021

Description of Contract/Lease: SIGNATORY AIRLINE AFFILIATE PERMIT AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: tstage@co.okaloosa.fl.us

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2018

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 have ADDITIONAL INSURED provisions or 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).

**RECEIVED**  
 JUL 10 2018  
 BY: Porch

**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

**INSURED**  
 American Airlines Group Inc., et al (see attached)  
 4333 Amon Carter Boulevard  
 Fort Worth, TX 76155

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company of the State of Pennsylv	19429
INSURER B: New Hampshire Insurance Company	23841
INSURER C: American Home Assurance Company	19380
INSURER D: National Union Fire Insurance Company of P	19445
INSURER E: Commerce & Industry Insurance Company	19410
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: W6767887

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 7742330	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 018177151	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation and Employers Liability - CA Per Statute		Y	WC 018177146	07/01/2018	07/01/2019	Each accident: \$1,000,000 Disease-policy limit \$1,000,000 Disease-each employee \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Destin-Fort Walton Beach Airport.

Automobile Coverage applies only to vehicles off of the restricted airport premises.

SEE ATTACHED

L17-0447-AP/L17-0448-AP/L17-0449-AP/L17-0450-AP/L18-0468-AP

**CERTIFICATE HOLDER**

Okaloosa County  
 5479A Old Bethel Road  
 Crestview, FL 32536

**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

*John Jacobs*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of Arizona, Inc.		NAMED INSURED American Airlines Group Inc., et al (see attached) 4333 Amon Carter Boulevard Fort Worth, TX 76155	
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

Okaloosa County and its officers, members, Airports Director, employees and agents are included as Additional Insureds as respects to Auto Liability.

Waiver of Subrogation applies in favor of Okaloosa County and its officers, members, Airports Director, employees and agents with respects to Auto Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Insurance Company of the State of Pennsylvania NAIC#: 19429  
 POLICY NUMBER: WC 018177147      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each accident:	\$1,000,000
and Employers Liability - FL	Disease-policy limit	\$1,000,000
Per Statute	Disease-each employee	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 018177152      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each accident:	\$1,000,000
and Employers Liability - NY	Disease-policy limit	\$1,000,000
Per Statute	Disease-each employee	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 018177148      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each accident:	\$1,000,000
and Employers Liability - ME	Disease-policy limit	\$1,000,000
Per Statute	Disease-each employee	\$1,000,000



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of Arizona, Inc.		NAMED INSURED American Airlines Group Inc., et al (see attached) 4333 Amon Carter Boulevard Fort Worth, TX 76155	
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**

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: WC 018177149      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each accident:	\$1,000,000
and Employers Liability - MA,ND,OH,WA	Disease-policy limit	\$1,000,000
WI,WY - Per Statute	Disease-each employee	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 018177150      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each accident:	\$1,000,000
and Employers Liability-AK,AZ,IL,KY,NC	Disease-policy limit	\$1,000,000
NH,NJ,PA,UT,VA,VT-Per Statute	Disease-each employee	\$1,000,000

INSURER AFFORDING COVERAGE: Insurance Company of the State of Pennsylvania NAIC#: 19429  
 POLICY NUMBER: CA 7742332      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA	Combined Single Limit	\$1,000,000
Any Auto	Ea accident	

INSURER AFFORDING COVERAGE: Commerce & Industry Insurance Company NAIC#: 19410  
 POLICY NUMBER: CA 7742331      EFF DATE: 07/01/2018      EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA	Combined Single Limit	\$1,000,000
Any Auto	Ea accident	

## **American Airlines Group Inc. Named Insureds**

American Airlines Group Inc.

American Airlines, Inc.

Americas Ground Services, Inc.

Avion Assurance, Ltd.

Envoy Aviation Group Inc.

    Eagle Aviation Services, Inc.

    Envoy Air Inc. (operates under the trade name "American Eagle")

    Executive Airlines, Inc.

        Executive Ground Services, Inc.

Piedmont Airlines, Inc. (operates under the trade name "American Eagle")

PMA Investment Subsidiary, Inc.

PSA Airlines, Inc. (operates under the trade name "American Eagle")



WillisTowersWatson

CERTIFICATE OF INSURANCE  
Issued on behalf of Insurers by  
Willis Towers Watson – Willis Aerospace-Americas  
200 Liberty Street  
New York, N.Y. 10281-1003  
Telephone (212) 915-8888, Fax (212) 519-5431

This is to certify to:

Board of County Commissioners  
Okaloosa County Courthouse  
101 E. James Lee Boulevard  
Crestview, FL 32536

Copy to: Airports Director  
Okaloosa Regional Airport  
1708 State Road 85 North  
Eglin Air Force Base, FL 32542

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

**NAMED INSURED:**

**American Airlines Group Inc.; and American Airlines, Inc.;** including all their subsidiary, affiliated, managed, owned or controlled companies (either directly or indirectly) now in existence or hereafter formed or acquired, as their respective interests may appear EXCEPT Envoy Air, Inc. d.b.a. American Eagle, PSA Airlines, Inc. d.b.a. American Eagle and Piedmont Airlines, Inc. d.b.a. American Eagle.

**NAMED INSURED'S ADDRESS:**

P. O. Box 619616  
Dallas/Ft. Worth Airport, Texas 75261-9616

**INSURANCE COVERAGES:**

**Airline Liability Insurance** (including but not limited to General Liability, Passenger Legal Liability, Bodily Injury and Property Damage, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Mail Legal Liability, Liquor Liability/Host Liquor Liability, Liability in respect of automobiles and/or other mobile equipment operated on restricted airport premises, Excess Automobile Liability, Excess Employers Liability, Excess Advertiser's Liability and AVN.52E)(the "Primary Policy").

Excess Aviation War, Hijacking and other Perils Liability to pay on behalf of the Named Insured all sums in excess of the sublimit specified in the AVN52E endorsement to the Primary Policy which the Named Insured shall become legally liable to pay as damages for bodily injury or property damage caused by an occurrence during the Policy Period subject to the limit of liability herein (the "Excess Policy").



**WillisTowersWatson**

**POLICY PERIOD:**

**Regarding Airline Liability Insurance:** December 22, 2017 to December 22, 2018 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**Regarding Excess War, Hijacking and other Perils Liability Insurance:** December 22, 2017 to December 22, 2018 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**GEOGRAPHICAL LIMITS:**

Worldwide.

**LIMITS OF LIABILITY:**

Note: Aggregate Limits may be reduced due to paid claims

**As respects Airline Liability Insurance:** Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): not less than US\$200,000,000 any one occurrence/offense, in the aggregate annually as respects Products, Completed Operations and Personal Injury Liabilities.

However, the following sub-limits apply as part of and not in addition to the limit stated above:

**As respects Personal Injury to third parties other than passengers:** US\$25,000,000 any one occurrence, any one offense, in the aggregate annually.

**As respects Excess Advertiser's Liability, Excess Automobile Liability and Excess Employers Liability:** This insurance to pay up to US\$25,000,000 excess of the applicable underlying policy limit of not less than US\$1,000,000 any one occurrence/offense and in the aggregate where applicable.

**As respects Excess Aviation War Hijacking and Other Perils Liability Insurance** to pay the difference between:

(1) Combined Single Limit (Bodily Injury/Property Damage) of not less than US\$200,000,000 each occurrence each aircraft and US\$3,000,000,000 in the annual aggregate; and

(2) sublimit contained in the Primary Policy of US\$250,000,000 any one occurrence and in the annual aggregate.

In no event shall the amount payable in respect of any one occurrence each aircraft under the Primary Policy, and such excess policy combined exceed the combined single limit of the Primary Policy and any policy in excess thereof as declared.

**USE OF PREMISES INSURED:**

**Solely as respects Airline Liability Insurance:** Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Airline Operations.

**USE OF VEHICLES INSURED:**

**Solely as respects Airline Liability Insurance:** Ground Mobile Equipment operated by the Named Insured on restricted airport premises.

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**Current Search Terms: american\* airlines\* inc\***

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CA # 1

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** November 15, 2016  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Signatory Airline Operating and Affiliate Permit Agreements  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners' approval of American Airlines Operating Agreement and affiliate permit agreements for Envoy, Inc., Skywest Airlines, Inc., and Republic Airline to operate at the Destin - Fort Walton Beach Airport.

**BACKGROUND:** On September 20, 2016 and October 4, 2016 the Signatory Airline Operating Agreement and Terminal Building Leases for all airlines with the exception of American Airlines, operating at the Destin - Fort Walton Beach Airport were approved by the Board. The American Airline Operating Agreement is requested to be approved with a retroactive start date of October 1, 2016. The agreement was delayed due to the non-availability of the American Airlines authorized representative. In addition, American Airlines requests approval of their Affiliate Permit Agreements for Envoy, Inc., Skywest Airlines, Inc. and Republic Airline to operate at the Destin - Fort Walton Beach Airport. The contract and lease internal coordination sheet and the certificate of insurance for American Airlines, Envoy, Inc., Skywest Airlines, Inc. And Republic Airline are attached.

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the American Airlines Operating Agreement and the Airline affiliate permit agreements as described above retroactively to October 1, 2016.

**RECOMMENDED BY:**

**APPROVED BY:**

**John Hofstad, County Administrator**

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 1992-16

Contractor/Lessee Name: Field Grant Funded: YES \_\_\_ NO \_\_\_

Purpose: Signature Airline Operating Agreement and Terminal Building Lease

Date/Term: Sep 30, 2021 1.  GREATER THAN \$50,000

Amount: \_\_\_\_\_ 2.  GREATER THAN \$25,000

Department: AP  \$25,000 OR LESS

Dept. Monitor Name: \_\_\_\_\_

Document has been reviewed and approved by \_\_\_\_\_ Exhibits: \_\_\_\_\_

Original sent  
 with 9/20  
 agenda item  
 [Signature]  
 11/18

Procurement requires \_\_\_\_\_

Purchasing Director or Designee: Ch - Date: 8/16/2016

\_\_\_\_\_ Date: \_\_\_\_\_

Approved as written: \_\_\_\_\_

Risk Manager or designee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Krystal King

**County Attorney Review**  
See email dated 8/10/2016

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

County Attorney: \_\_\_\_\_ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contract & Grant**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager

**DESTIN-FORT WALTON BEACH AIRPORT  
SIGNATORY AIRLINE AFFILIATE  
PERMIT AGREEMENT**

This Signatory Airline Affiliate Permit Agreement ("Permit") is made and entered into as of this 17th day of November 2016, by and between Okaloosa County, Florida ("County"), a political subdivision of the State of Florida, American Airlines, Inc. ("Airline"), a corporation organized and existing under the State of Delaware and Republic Airlines, Inc. ("Affiliate"), a corporation organized, existing and doing business under and by virtue of the laws of the State of Indiana. mm

**WITNESSETH**

WHEREAS, County has entered into an Airline Operating Agreement and Terminal Building Lease ("Use Agreement") with Airline for the nonexclusive use of facilities, space, and certain flying facilities of Eglin Air Force Base at the Destin-Fort Walton Beach Airport ("Airport") and for the payment of certain Airport rentals, fees and charges; and

WHEREAS, Airline is engaged in the business of commercial transportation by air of persons, property and mail to and from the Airport, hereinafter referred to as Airline's "Air Transportation Business"; said Air Transportation Business being operated at the Airport pursuant to Airline's Use Agreement; and

WHEREAS, pursuant to Section 2.02 of the Use Agreement, Airline is authorized to conduct its Air Transportation Business, or any part thereof, at the Airport, by and through another air transportation company or contractor; and

WHEREAS, Airline and Affiliate are parties to certain aircraft wet lease, code-sharing, affiliation and/or other agreements (collectively "Operating Agreements"), under which Affiliate operates flying services for Airline into and out of the Airport as Republic Airlines, Inc.; and

WHEREAS, under the Operating Agreements, Affiliate provides flying services on behalf of Airline transporting Airline's passengers and their baggage to and from the Airport and Airline provides ground services and facilities to handle Affiliate's aircraft and load and unload Airline's passengers and their baggage through Airline's Leased Premises under Airline's Use Agreement, including, but not limited to, Airline's ticket-counter, holdroom and baggage-claim space and facilities; and

WHEREAS, Affiliate does not currently have either a lease or use agreement with County for the use of premises in the Terminal Building or the use of Eglin Air Force Base flying facilities, which authorizes it to independently operate into and out of the Airport; and

WHEREAS, Airline has designated Affiliate, pursuant to the terms of Section 1.04 of its Use Agreement, as an affiliate or affiliated airline, as defined in Section 1.01 of said Use Agreement, in order to enable Affiliate to operate flying services for and on behalf of Airline pursuant to Section 2.02 of said Use Agreement; and

WHEREAS, Airline has requested County to issue this Permit to Affiliate to recognize its right to use the Airport to conduct flying services for and on behalf of Airline pursuant to Section 2.02 of Airline's Use Agreement and additionally to authorize Affiliate, with respect to Affiliate's flying services conducted on behalf of Airline, to provide and fulfill the obligations of indemnity and insurance to County in lieu of Airline's obligations under Sections 13.01, 16.12, and 13.02 of its Use Agreement;

NOW, THEREFORE, in consideration of the covenants, terms and obligations set forth herein, the parties agree as follows:

1. Airline and Affiliate hereby acknowledge and agree that pursuant to and in accordance with the Operating Agreements heretofore entered into between the parties and pursuant to Section 2.02 of Airline's Use Agreement that Airline has authorized Affiliate to certain "flying services" for and on behalf of Airline.
2. County hereby acknowledges and agrees that pursuant to and in accordance with Section 2.02 of the Use Agreement, Affiliate has the right to use the Airport to provide the subject flying services for and on behalf of Airline to transport Airline's passengers and their baggage to and from the Airport.
3. Affiliate hereby acknowledges and agrees that with respect to its authorized flying services for and on behalf of Airline under the Operating Agreements, and as described above, it shall comply with each and every obligation of Airline under its Use Agreement with the County which is or may become applicable to Affiliate's flying services and Affiliate's use and operation of the Airport as if Affiliate were Airline performing said flying services.
4. Affiliate acknowledges and agrees that it has received a copy of Airline's Use Agreement with the County, it has read and reviewed the terms and conditions of said Use Agreement, and hereby agrees that the terms and conditions of said Use Agreement as applicable to Affiliate's flying services performed for and on behalf of Airline, and its operations and use of the Airport are hereby incorporated by reference as obligations of Affiliate to County pursuant to this Permit.
5. Attached hereto as Attachment A to this Permit are Sections 13.01, 16.12 and 13.02 of Airline's Use Agreement with the County specifying the indemnity and insurance obligations of Airline to County under the terms and conditions of said Use Agreement. Affiliate hereby covenants and agrees that with respect to its flying services and operations to and from the Airport, including its use of the Eglin and Airport flying facilities, it will comply with each and every obligation of indemnity and insurance required of Airline pursuant to said Sections 13.01, 16.12, and 13.02 of said Use Agreement in lieu of and in substitution for the obligations of Airline thereunder. For and in consideration of Affiliate's assumption of said obligations of indemnity and insurance, as aforesaid, County agrees to accept and rely on the obligations of Affiliate under this Permit with respect to Affiliate's authorized flying services performed for and on behalf of Airline in lieu of those obligations of indemnity and insurance required of Airline under its Use Agreement.

6. Airline hereby acknowledges and agrees that, except for the obligations of indemnity and insurance assumed by Affiliate with respect to its authorized flying services performed for and on behalf of Airline pursuant to Section 2.02 of the Use Agreement, and as described above, all obligations of indemnity under Sections 13.01 and 16.12 and all obligations of insurance under Section 13.02 to the County under the terms and conditions of Airline's Use Agreement shall remain the obligations of Airline.
7. Any other provision of this Permit notwithstanding, Airline hereby acknowledges and agrees that all rentals, fees and charges and any other payment due County for or on account of Affiliate's flying services performed for and on behalf of Airline or Affiliate's use and operations at the Airport, including all passenger-related charges for passengers transported by Affiliate, shall be and remain the payment obligations of Airline to County under its Use Agreement and not those of Affiliate.
8. All notices from Affiliate to County shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County at the following addresses:

Board of County Commissioners  
302 N. Wilson Street  
Suite 302  
Crestview, FL 32536

Copy to: Airports Director  
Destin-Fort Walton Beach Airport  
1701 State Road 85 North  
Eglin Air Force Base, FL 32542

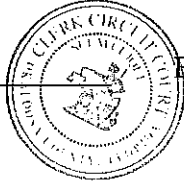
9. Any party to this Permit giving notice of termination hereunder or either party to Airline's Use Agreement giving notice of termination shall notify, in writing, the other two parties to this Permit.
10. This Permit, which is controlled by Florida law pursuant to Section 17.16 of the Use Agreement, may be executed in separate multiple originals by the individual parties which are signatory hereto, and said documents shall have the effect as if all the parties hereto had executed one separate Permit and each multiple original.
11. So long as Affiliate continues to operate into and out of the Airport as Republic Airlines, Inc. or as an affiliate of Airline, a renewal or extension of Airline's Use Agreement, or the execution of a new Airport use agreement between County and Airline, shall operate to renew and extend this Permit for the period of said renewed, extended or new use agreement.
12. All obligations of parties hereto, including but not limited to obligations of indemnity and obligations to make payments to the other party, which are accrued as of the date of termination or expiration to this Permit shall survive such termination or expiration.
13. Should Affiliate fail to adhere to any of the obligations set forth in this permit, the County at its sole discretion may terminate the permit upon ten (10) days written notice.

IN WITNESS WHEREOF, this Permit is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

ATTESTS:

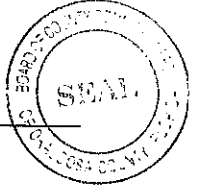
OKALOOSA COUNTY, FLORIDA

Henry J. Stafford  
J.D. Peacock II  
Clerk of Circuit Court  
Date: 11 / 17 / 16



BY:

Charles K. Windes, Jr.  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Date: 11 / 17 / 16



ATTESTS:

AMERICAN AIRLINES, INC

Kenneth W. Wimberly  
Signature **Kenneth W. Wimberly**  
Vice President and  
Deputy General Counsel

BY:

Christopher J. Collison  
~~Tim Skipworth~~ **Christopher J. Collison**  
Vice President American Airlines  
Corporate Real Estate  
Date: 9/14/16

Print Name

Date: 9/26/16

CORPORATE SEAL:

ATTESTS:

REPUBLIC AIRLINES, INC

Janet L. Inman  
Signature **Janet L. Inman**  
Manager Contract Administration

BY:

Scott Dugine  
Signature **Scott Dugine**

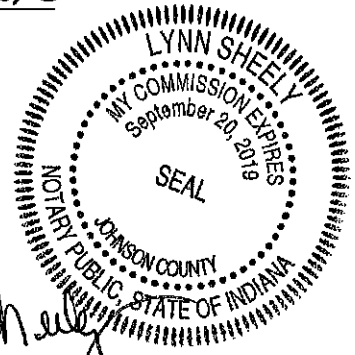
Print Name

Date: 10/10/2016

Print Name/Title

Date: 10/10/2016

CORPORATE SEAL:



Lynn Sheely

ACKNOWLEDGMENT

STATE OF TX  
COUNTY OF TARRANT

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHRIS COLLISON, who under oath deposes and says that he/she is the duly authorized representative of AMERICAN AIRLINES to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

SWORN AND SUBSCRIBED before me this 21 day of SEPTEMBER, 2016.

BRITANNY CARTER  
NOTARY

My commission expires: 10/17/18



ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARKSBORO

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Scott Dugan, who under oath deposes and says that he/she is the duly authorized representative of Republic Airline to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

SWORN AND SUBSCRIBED before me this 10 day of OCTOBER, 2016.

Lynn Sheely  
NOTARY

My commission expires: 9/20/2019





**ATTACHMENT "A"**  
**ARTICLE 13**  
**INDEMNIFICATION AND INSURANCE**

**Section 13.01 Indemnification**

A. Airline shall assume, protect, defend, reimburse, and indemnify County and its past, present and future officers and Airports Directors and employees and agents, and each of them, and shall hold County and its past, present and future officers and Airports Directors and employees and agents, and each of them, harmless at all times from and against any and all liabilities, losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs and expenses including, without limitation, payments of claims or liabilities resulting from any injury or death of any person or damage to or destruction of any property resulting from or incident to Airline's use and occupancy of the Airline's Leased Premises or other areas or facilities at the Airport or in connection with or incident to the conduct of Airline's Air Transportation Business under this Agreement or its obligations and covenants under this Agreement including, but not limited to:

1. The willful misconduct, negligent or tortious act or omission of Airline or any of its agents, employees, business invitees, licensees, contractors or subcontractors;
2. Airline's negligence or willful misconduct or tortious act or omission in its use or occupancy of the Airport, the Airline's Leased Premises or its operations under or pursuant to this Agreement;
3. The violation by Airline of any agreement, covenant or condition of this Agreement;

except to the extent any such injury, death or damage is caused by the negligence or willful act of County, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement.

**B. RESERVED**

C. Airline shall protect, defend, reimburse, and indemnify County and its past, present and future officers and Airports Directors and employees and agents, and each of them, and shall hold County and its past, present and future officers and Airports Directors and employees and agents, and each of them, harmless at all times from and against any and all claims and liabilities for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Airline. Airline also covenants that it shall cause its licensees, contractors and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.

D. Airline's obligation to protect, defend, reimburse, and indemnify past officers and Airports Directors of County shall apply to such persons only for such periods during which said officers and Airports Directors held their office or position with County.

E. Without limiting the generality of any other provision hereof, Airline shall reimburse County for any and all reasonable attorney's fees and investigation expenses incurred by County in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Agreement, excepting those expenses incurred by County in the defense and handling of said causes of action, suits and claims resulting from the negligence or willful act or omission of County, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement.

F. Airline shall protect, defend, reimburse and indemnify County from, and assume all liability for, and pay, all taxes and assessments, including but not limited to such taxes and assessments as may from time to time be imposed by County, which by law may be levied or assessed on the Leased Premises, the Preferentially Assigned Premises and any other premises occupied by Airline pursuant to this Agreement, or which arise out of the conduct of Airline's Air Transportation Business under this Agreement or by reason of Airline's occupancy of its Leased Premises, Preferentially Assigned Premises or Rentals, Fees and Charges hereunder. Airline may, at its own risk, cost and expense, and at no cost to County, and without being deemed to be in default under this Agreement, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and County shall, to the extent permitted by law, execute such documents as are necessary to permit Airline to contest or appeal the same. Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the Airports Director copies of receipts of payment of such taxes. In the event that County receives said bills, it shall promptly mail the same to Airline.

### **Section 13.02 Insurance**

Airline shall, at its own cost and expense, procure and maintain in effect, and with respect to its Affiliates, require its Affiliates to procure and maintain in effect, the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the execution of this Agreement, shall deliver to Okaloosa County, the Certificate Holder, 5479A Old Bethel Road, Crestview, FL 32536, certificates of insurance and endorsements, issued by a company or companies eligible to do business in the State of Florida, of recognized financial responsibility, evidenced by a minimum A.M. Best rating A, Class X or higher or its equivalent S&P financial strength rating, and reasonably satisfactory to County evidencing the following coverage for Airline and its Affiliates:

A. Workers Compensation and Employers Liability Insurance for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:

1. Workers' Compensation in accordance with the appropriate state statute.

- 2. Employer's Liability - \$1,000,000 - Limit Each Accident
  - \$1,000,000 - Limit Disease Aggregate
  - \$1,000,000 - Limit Disease Each Employee

B. Airport Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operations Coverage (which shall not exclude (XCU) Explosion, Collapse and Underground Property Damage) Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than three (3) years following final operations of Airline under this Agreement unless County agrees, in writing, to a reduction of such period for good cause shown by Airline. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$200,000,000 Combined Single Limit Each Occurrence
---	--

C. Aircraft Liability Insurance for all owned, non-owned, leased or hired aircraft, including passenger coverage. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$200,000,000 Combined Single Limit Each Occurrence
---	--

D. Business Automobile Liability Insurance covering the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. Limits of coverage shall be not less than:

Bodily and Personal Injury and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
---	--

E. Each certificate of insurance and endorsement required hereunder shall be personally and manually signed by the authorized representative of the insurance company shown on the certificate and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until County has received thirty days written notice thereof. In the event that Airline's insurer will not provide the aforereferenced thirty (30) days written notice with respect to termination, modification or nonrenewal, Airline shall notify County, in writing, immediately upon any of the aforementioned actions by its insurer. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Airline shall promptly contract with another insurance carrier to provide the requisite coverage and shall promptly deliver to the Airports Director a replacement certificate. Each certificate and policy shall name Okaloosa County and its officers, members, Airports Director, employees and agents and each of them as additional insureds under the policies and additionally extend to Airline's indemnity obligation under this Agreement. The extension of insurance to Airline's indemnity obligations shall not apply to Worker's Compensation and auto policies. Each of the aforementioned certificates shall provide

that the policies shall be primary to any other policies of insurance or self-insurance maintained by County, except for Worker's Compensation policies. Airline shall deliver to the Airports Director, within a reasonable time following the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified. Airline authorizes County and its insurance consultant to confirm with Airline's insurance agents, brokers and insurance companies all information furnished County as to its compliance with its insurance requirements, including any impairment to the aggregate limits of any policy. If any insurance policy provided under this Agreement contains an aggregate limits, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limits for this Airport location and this Agreement, unless this provision as to any particular coverage is waived or modified in writing by County. Any waiver by County of Airline's aggregate limits shall not be deemed a waiver or limit of Airline's liability or risk under this Agreement.

F. The acceptance or delivery to County of any certificate of insurance and endorsement evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by County that the insurance requirements in this Agreement have been met.

G. No operations shall commence or continue at the Airport unless and until the required certificates of insurance and endorsement are in effect and approved by County.

H. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Airline. Airline retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures.

I. If at any time County requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to County.

J. Neither party hereto shall be liable to the other party or to the insurer of the other party claiming by way of subrogation, with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of its insurance coverage carried for such protection with respect to such loss or damage. The provisions of this Paragraph J shall apply only to the extent permitted by provisions of the insurance policy in question.

K. Failure by Airline to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Airline from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Airline contained herein.

L. Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or Preferentially

Assigned Premises or any other part of the Airport. Further, if Airline shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or Preferentially Assigned Premises or the Airport, Airline shall pay the amount of such increase, pursuant to invoices from County.

M. County shall have the right at the conclusion of each Fiscal Year hereunder, upon the written recommendation of its insurance consultant, to make commercially reasonable modifications, alterations or additions to the insurance coverages and limits required hereunder upon thirty (30) days written notice to Airline and the other Signatory Airlines. County agrees to meet with Airline and the other Signatory Airlines to discuss and review such changes at least thirty (30) days prior to issuing the above written notice to Airline and the other Signatory Airlines.

**ATTACHMENT "B"**  
**ARTICLE 16**  
**GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS**

Section 16.12 Airline's Environmental Indemnity

With respect to applicable Environmental Laws and Environment Permits, Airline agrees as follows:

A. Without limiting Airline's liability pursuant to Section 13.01 above, Airline shall assume the risk of, be responsible for, protect, defend, reimburse, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages of whatever nature, fines, causes of action of every kind and character, whether or not meritorious, suits, demands, judgments, awards, settlements, costs and expenses, without limitation, payments of claims or liabilities resulting from or incident to Airline's use and occupancy of the Leased Premises or Assigned Apron or other areas or facilities at the Airport or in connection with or incident to the conduct of Airline's Air Transportation Business under this Agreement, or incurred in connection with any actual or threatened release of Hazardous Materials or environmental conditions, or arising out of the use of any fuels or other products, contaminants' spillage, seepage or contamination, any noise pollution or any other injury or damage in relation to health, safety, environmental protection, (including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future), or arising from the lack of sanitation, good order, security, fire precautions, traffic control or operations or maintenance caused by Airline or any of its agents, employees, licensees, contractors or subcontractors, during the term of this Agreement and including, without limitation, payments of reasonable attorney fees and environmental inspection costs, except to the extent the same is caused by the gross negligence or willful act of County and its past, present and future officers and Airports Directors and employees and agents, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement. This Section 16.12 (A) shall be the County's sole right to indemnification under this Agreement for environmental-related matters.

B. All rights and remedies of County as provided in this Agreement with regard to the release or threatened release of Hazardous Materials or any actual or threatened violations of any applicable Environmental Law or Environmental Permit shall be deemed cumulative in nature; provided such release or threatened release of Hazardous Materials or environmental pollution, contamination, damages or actual or threatened violation are caused by Airline and County's right to indemnification as provided under this Section shall survive the termination of this Agreement.

Claims for any environmental matters are governed by the indemnity provision in Section 16.12 and not subject to the general indemnity of this Article 13.



Alliant Insurance Services, Inc.  
 9 E River Park Place East, Suite 310  
 Fresno, CA 93720  
 Main: 559-374-3560  
 Fax: 559-374-3699  
 License #0C36861

CERTIFICATE OF INSURANCE RA-16-014

This is to certify to: Okaloosa County  
 5479A Old Bethel Road  
 Crestview, FL 32536

That: Republic Airline Inc., and/or Shuttle America and/or Republic Airways Holdings, Inc., and any firm or corporation affiliated to, subsidiary to, associated with or under the same management as any corporation herein named as now existing or as shall hereafter be created  
 8909 Purdue Road, Suite 300  
 Indianapolis, IN 46268

As of this date, has arranged for the following insurance coverage(s) for the period and with underwriters as identified on the attached Security Sheet.

COVERAGES:

**COMPREHENSIVE AIRLINE LIABILITY INSURANCE**

Including but not limited to: Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Liquor Liability, Passengers' Checked and Unchecked Baggage Liability, Cargo and/or Mail Legal Liability, Premises, Products, Ground Hangarkeepers and Completed Operations Liabilities, On Airport Automobile, Off Airport Excess Automobile, Employers' and Cargo Legal Liabilities.

**Combined Single Limit**  
**Each Occurrence\***  
 \$200,000,000

Personal Injury & Advertisers Liability (except passengers): Limited to \$25,000,000 any one offense, in the aggregate annually.

Excess Automobile and Employers' Legal Liabilities: This insurance shall act as excess of underlying policy limits Up to a Maximum Limit of Liability of \$25,000,000 any one occurrence.

\*REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES.

**GEOGRAPHICAL LIMITS:** Worldwide

**CONTRACT:**

**AIRCRAFT INSURED:** Any aircraft owned, used, maintained and/or operated by the Named Insured.

**OTHER COVERAGES/CONDITIONS/REMARKS**

Subject always to the scope of the attached policies and all the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s); and (iii) the operations of the Named Insured; the policies are endorsed to include the following provision(s):

Okaloosa County and its officers, members, Airports Director, employees and agents are included as Additional Insureds ("the Additional Insureds") as their respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects its legal liability as manufacturer, repairer of the Aircraft and/or Engines.

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds. Insurers agree to provide 30 days (ten (10) days in the event of cancellation for non-payment of premiums) prior written notice to the Certificate Holder(s).

This Certificate of Insurance is issued as summary of the Insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the Insurances other than those provided by the policies. The undersigned has been authorized by the above Insurers to issue this certificate on their behalf and is not an Insurer and has no liability of any sort under the above policies as a result of this certification.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, limitations and conditions of such policies (including, but not limited to an Electronic Date Recognition Exclusion Clause, and a related Electronic Date Recognition Exclusion Limited Coverage Endorsement; copies of which will be made available on request).



Alliant Insurance Services, Inc.  
9 E River Park Place East, Suite 310  
Fresno, CA 93720  
Main: 559-374-3560  
Fax: 559-374-3699  
License #0C36861

CERTIFICATE OF INSURANCE RA-16-014

A handwritten signature in black ink, appearing to read "M. L. Matthews", is written over a horizontal line.

Authorized Representative

10/25/2016

Date





Alliant Insurance Services, Inc.  
9 E River Park Place East, Suite 310  
Fresno, CA 93720  
Main: 559-374-3560  
Fax: 559-374-3699  
License #0C36861

CERTIFICATE OF INSURANCE RA-16-014

**SECURITY SHEET**

**POLICY TERM:** July 1, 2016 to July 1, 2017, on both dates at 12:01 AM Local Standard Time at the address of the Named Insured.

<b><u>INSURER</u></b>	<b><u>POLICY NUMBER</u></b>	<b><u>PERCENTAGE SHARE</u></b>
Allianz Global Risks US Insurance Company	A1AL000018916AM	10.00%
Starr Surplus Lines Insurance Company Per Starr Aviation Agency, Inc.	SASLAMR63615616-05	15.00%
XL Specialty Insurance Co. thru XL Aerospace Group	UA00006054AV16A	3.00%
Isosceles Insurance Limited Through Insurance Management (Bermuda) Ltd.	J51613031	45.00%
Various carriers per JLT Specialty Ltd.	J51613030	27.00%

**POLICY TERM:** July 1, 2016 to July 1, 2017, on both dates at 12:01 AM Local Standard Time at the address of the Named Insured.

**HULL WAR, HI-JACKING & OTHER PERILS INSURERS**

**POLICY NUMBER**

Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd.

J51613029

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**POLICY TERM:** July 1, 2016 to July 1, 2017, on both dates at 12:01 AM Local Standard Time at the address of the Named Insured.

**EXCESS AVN52E AVIATION LIABILITIES INSURERS**

**POLICY NUMBER**

Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd.

J51613032/J51613033

**SEVERAL LIABILITY NOTICE**

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)