

Date

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	August 19, 2008	[X]	Consent Workshop] Regular] Public Hearing
Department:	•		Honop	L] i abno nearing
Submitted By:	Department of Airports				
Submitted For:					
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Agreement (MOA) No. DTFASO-08-L-00052 with the Federal Aviation Administration for the construction, operation and maintenance of FAA-owned navigation, communication and weather aid facilities at the Palm Beach County Glades Airport for the term of October 1, 2007 through September 30, 2027.

Summary: The current lease with the FAA for the VORTAC, a navigational aid, at the Palm Beach County Glades Airport (R-98-65-D) will expire September 30, 2008. The FAA wishes to change the form of the agreement retroactive to October 1, 2007, from a lease to its new standard form MOA, which provides for installation, operation and maintenance of any necessary navigational, communication and weather aid facilities, including the VORTAC, at locations on the airport mutually agreed to by the parties. As consideration for the MOA, the FAA is responsible for the installation and operation of the equipment at no cost to the County. **Countywide (AH)**

Background and Justification:	FAA-owned navigation,	communication	and weather aid
facilities are necessary for the prop	er functioning of the airp	ort. There is no	cost to the FAA
for the MOA.	U I		

Attachments: Memorandum of Agreement No. DTFASO-08-L-00052 (3 originals)

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Recommended By:	Jun Dell	7/24/08
	Department Director	Date
Approved By:	Adre	8/1/08

County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	See Below				
Is Item Included in Current B Budget Account No: Fund Rep	-	No nent	Unit	_ Object	

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

No Fiscal Impact.

C. Departmental Fiscal Review:

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III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments: There is no fiscal impact to the County. The Federal Aviation Administration will construct, operate and maintain the navigation, communication and weather aid facilities.

B. Legal Sufficiency:

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C. Other Department Review:

nos

This Contract complies with our contract review requirements.

Department Director

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFASO-08-L-00052

This agreement is made and entered into by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the **PALM BEACH COUNTY GLADES AIRPORT**.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **OCTOBER 1, 2007** and continuing through **SEPTEMBER 30, 2027**. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

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(a) Together with a right-of-way for ingress to and egress from the FAA facilities; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the FAA facilities; all right-of-ways to be over the area referred to as the **PALM BEACH COUNTY GLADES AIRPORT**, to be routed reasonably determined to be the most convenient to the FAA through coordination with the airport, and as not to interfere with Airport operations. The Airport shall have the right to review and approve plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of FAA facilities. The Airport shall have the right to review and approve on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and approve on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the FAA facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

(e) All work performed by the FAA or its contractors shall be in compliance with applicable laws.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, the **PALM BEACH COUNTY GLADES AIRPORT** shall be related to the FAA's activities in support of Air Traffic operations.

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4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. To the extent required by law the Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. To the extent permitted by law the Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the FAA Facilities.

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the FAA facilities, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's facilities made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the FAA facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by

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a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

10. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the FAA shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

11. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

12. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon the premises by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

13. NOTICES (Oct-96):

<u>All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:</u>

TO AIRPORT: PALM BEACH INTERNATIONAL AIRPORT ATTN: BRUCE V. PELLY 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FLORIDA 33406-

TO FAA: FEDERAL AVIATION ADMINISTRATION ATTN: REAL ESTATE, ASO-56 P.O. BOX 20636 ATLANTA, GA 30320

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14. Previous Lease(s)/Agreement(s)

This agreement supersedes the following Agreements. These Agreements are hereby terminated as of the effective date of this agreement. Lease No. DTFA06-98-L-17306

15. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). The effective date of this agreement shall be the date of signature by the last party thereof.

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY

Date of Execution by the Airport:

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

Deputy Clerk

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

By:

CONDITIONS:

Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

By:

Assistant County Attorney

B١ Department Dire

UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION

Ima J. LaMar

Manager, Real Estate Branch (Official Title)

(Date)

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List of Facilities

MEMORANDUM OF AGREEMENT DTFASO-08-L-00052

PALM BEACH COUNTY GLADES AIRPORT

DATED OCTOBER 1, 2007

		RW	GSA	
Number			Control	
Number	Facility	Number	Number	<u>Comments</u>
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