

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Three (3) original Agreements for the Department of Airports.

A. Federal Aviation Administration Grant Agreement for Constructing New Air Cargo Apron at Palm Beach International Airport. (AH)

B. Federal Aviation Administration Grant Agreement for Upgrade of Electrical Vault at Palm Beach County Park Airport. (AH)

C. Access Agreement with Galaxy Aviation of Palm Beach, Inc. for sole purpose of inspecting and evaluating condition of property, commencing 8:00 a.m. March 1, 2009, expiring 5:00 p.m. May 1, 2009. (JB)

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-2006-2086 and R-2006-2716. Countywide

Background and Justification: N/A

Attachments: Three (3) Standard Agreements for the Department of Airports

Recommended By: _____

Department Director

3/10/09
Date

Approved By: _____

County Administrator

3/12/09
Date



GRANT AGREEMENT

COPY

U. S. Department
of Transportation
Federal Aviation
Administration

Date of Offer: February 19, 2009

Project Number: 3-12-0085-049-2009

Recipient: Palm Beach County (Herein called Sponsor)

Airport: Palm Beach International Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Seventy-five percent (75%) of the allowable costs incurred in accomplishing the project consisting of the following:

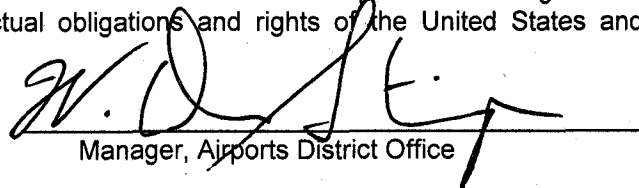
"Construct New Air Cargo Apron"

as more particularly described in the Project Application dated February 9, 2009.

The maximum obligation of the United States payable under this Offer shall be \$1,567,297 for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

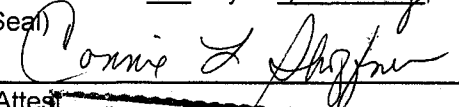

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this 23rd day of February, 2009
(Seal)

Attest: 
Title: 

PALM BEACH COUNTY - DEPARTMENT OF AIRPORTS

Name of Sponsor


Signature of Sponsor's Designated Official Representative
DIRECTOR OF AIRPORTS

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anne Helfant, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.


Signature of Sponsor's Attorney

2-23-09
Date

COPY



GRANT AGREEMENT

U. S. Department
of Transportation
Federal Aviation
Administration

COPY

Date of Offer: February 24, 2009

Project Number: 3-12-0086-009-2009

Recipient: Palm Beach County (Herein called Sponsor)

Airport: Palm Beach County Park Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Ninety-Five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

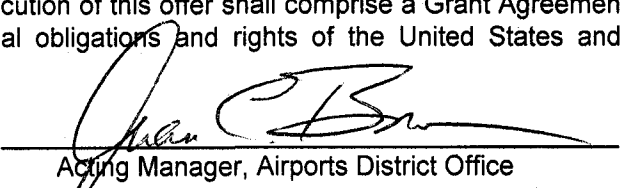
"Upgrade Electrical Vault"

as more particularly described in the Project Application dated February 9, 2009.

The maximum obligation of the United States payable under this Offer shall be \$251,291 for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Acting Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated September 1, 1999.

Executed this 24th day of February 2009

(Seal)

Attest

Title



PALM BEACH COUNTY - DEPARTMENT OF AIRPORTS

Name of Sponsor


Signature of Sponsor's Designated Official Representative

DIRECTOR OF AIRPORTS

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anne Helfant, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Anne Helfant
Signature of Sponsor's Attorney

2/25/09
Date

COPY

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into as of FEB 28 2009, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and Galaxy Aviation of Palm Beach, Inc., a Florida Corporation, having its office and principal place of business at 3800 Southern Boulevard, West Palm Beach, Florida 33406 ("Licensee").

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Term. The term of this Agreement shall commence at 8:00 am on the 1st day of March, 2009, and expire at 5:00 pm on the 1st of May, 2009, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

2. Right of Entry. During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the property located adjacent to Perimeter Road on the south side of the Palm Beach International Airport as shown in Exhibit "A". (the "Property") and for sole the purposes of surveying, soundings, drillings, appraisals, environmental assessments and examinations (the "Inspections") in order to evaluate the condition of the Property. All Inspections shall be performed by people or entities properly licensed in the respective areas or matters tested. Licensee shall perform or cause the Inspections to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from Licensee's exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Inspections. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Inspections, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a result of Licensee's exercise of the rights granted hereby to be discharged or transferred to bond. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement until satisfied.

3. Condition of Property. Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its "As Is" condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees and invitees' entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that County shall be 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's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. Insurance. During the Term, Licensee shall maintain, and shall require its contractors and subcontractors to maintain, and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises/Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis. The General Liability policy shall name County as an Additional

Insured. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, Access Agreement". Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Property by Licensee and/or Licensee's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee and/or its contractors and subcontractors under this Agreement.

5. Notices. All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

If to County:

Palm Beach County Department of Airports
ATTN: Director
846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Ave., Suite 601
West Palm Beach, FL 33401

If to Licensee:

Galaxy Aviation, Inc.
Attn: Martin F. Greenberg
2255 Glades Road, Suite 321A
Boca Raton, Florida 33431

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.

7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. 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 a state court of competent jurisdiction in Palm Beach County, Florida.

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


11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof 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.

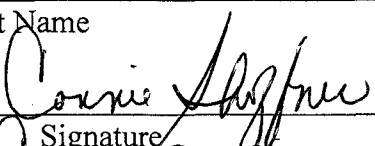
12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

13. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

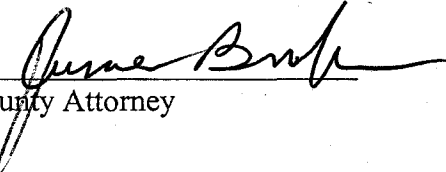
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as of the first above written .

WITNESSES:

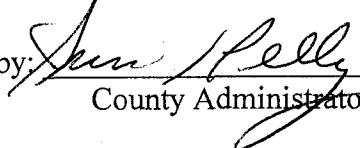
By: 
Signature
Jeffrey S. Bolton

Print Name
By: 
Signature
Connie Shaffer
Print Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 
County Attorney

PALM BEACH COUNTY:

by: 
County Administrator or Designee

GALAXY AVIATION OF PALM BEACH, INC.

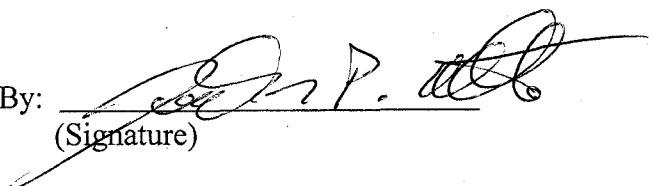
Signed in the presence of:


(Signature of Witness)

Brett Greenberg
(Print Name of Witness)

Yolanda Siragusa
(Signature of Witness)

YOLANDA SIRAGUSA
(Print Name of Witness)

By: 
(Signature)

Jonathan P. Miller
(Print Signatory's Name)

Its: EXEC. VICE PRES.

(seal)

Exhibit "A"

PROPERTY DESCRIPTION

SURVEYOR'S REPORT

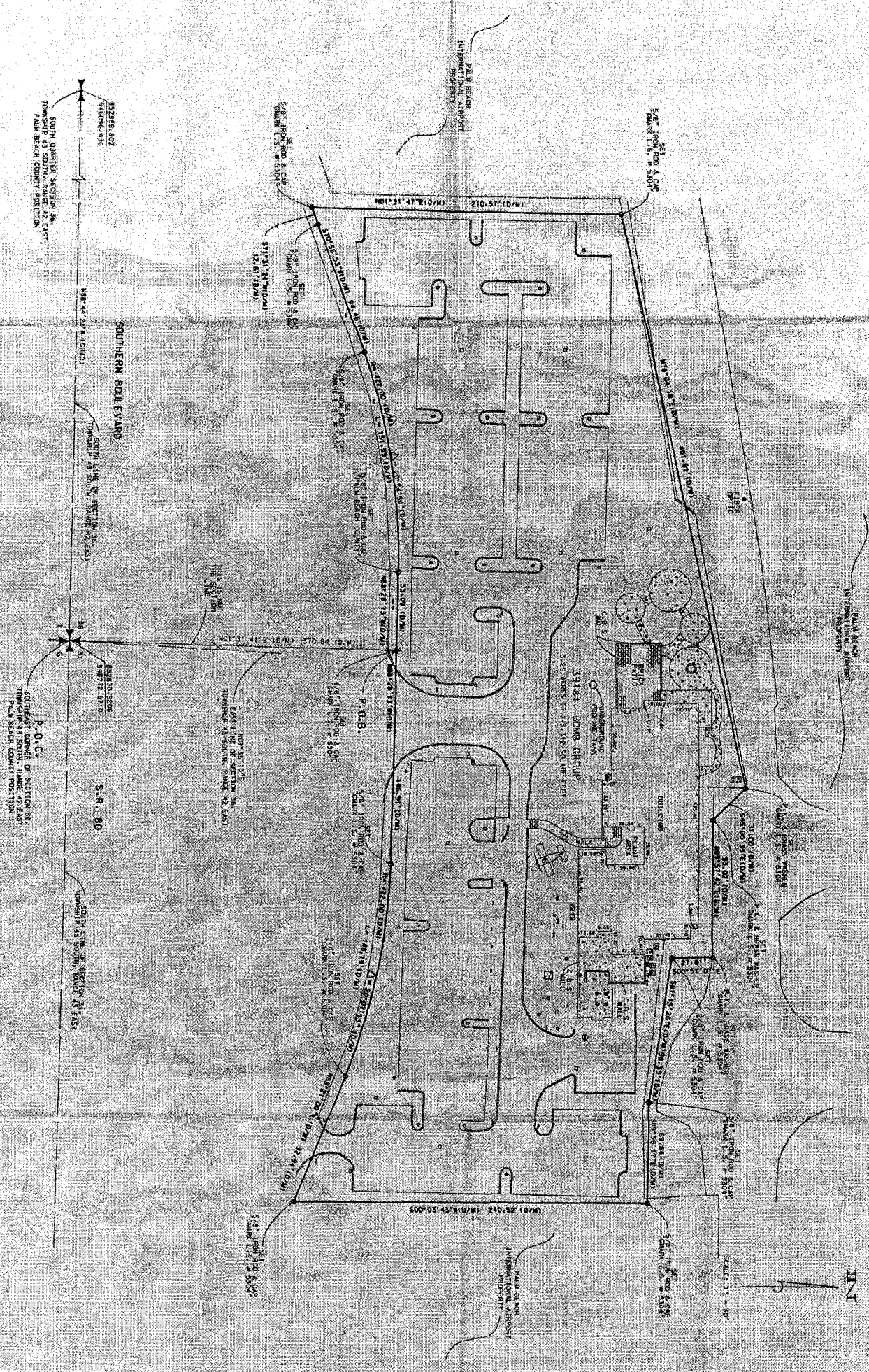
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

NO VERTICAL TOPOGRAPHY WAS REQUESTED BY THE CLIENT.

214

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 3. ☐ 3. WATER VALVE
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SHEET: 1
OF: 2
PROJECT NO:
2002015-4



SHEET 2 OF 2 PROJECT: 3916 BOMB GROUP	3916 BOMB GROUP BOUNDARY SURVEY		FIELD BOOK NO. 1166 DATE: 8/22/02	REVISION BY DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES P.O. BOX 21229 WEST PALM BEACH, FLORIDA
	DESIGN FILE NAME 8-1-02-17-46.1	DRAWING NO. 8-1-02-17-46		SCALE: 1" = 50' APPROVED TO: M.A.M. DRAWN: A.M.F. CHECKED: M.C.E.	

[illegible]

THE PROPERTY AS SURVEYED CONTAINS 5.42700 ACRES OR 236,400 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON A GRID AND B.T. 1980 ADJUSTED (PEARLING DE NORTH 86° 14' 12.3" WEST) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 7-43 SOUTH, RANGE 42-145 (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JUDG ROAD, WEST PALM BEACH, FLORIDA 33411

[illegible]

NO RECORD DOCUMENT PROVIDED FOR THE ELEMENTS SHOWN ON THIS SURVEY. INFORMATION OBTAINED FROM THE ADJACENT SURVEY'S REFERENCED BY THE MAP SHEET OF THIS SURVEY. THE SIGNING SURVEYOR RECOMMENDS A COMPLETE ABSTRACT OF THE SITE PRIOR TO ANY CONSTRUCTION.

NO TITLE POLICY OR TITLE SEARCH WAS PROVIDED TO THIS OFFICE

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE.

SEE THE RECORDED DOCUMENTS AND CHAWING NUMBERS CITED ON THE DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 112B, PAGE 78 & 112C, PAGE 50. INSTRUMENTS USED WERE THE TOPCON 615-500 TOTAL STATION AND MILEY DATA COLLECTOR.

THE FILE NAMES ARE 0703-08-2AK, 200303-08-PRIL, & 200303-08-DIFF.
ALSO SEE THE FILES FOR LEASE PARCEL 5-1B, 5-5 & 5-1.

FIELD WORK COMPLETED ON 05/14/01

SEE CENSIFIED TOWNSHIP RECORDS DOC # 5331, 5332, 5334, 5404,
5404A, 5404B, 5408T, 5350T FOR THE SECTION CORNERS ASSOCIATED
WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND SECTION
37, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

THE AIRPORT PERIMETER ROAD & AIRPORT INTERIOR ACCESS ROAD WERE ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - MATCESS.DWG AND IS NOW FILED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

THE AIRPORT PERIMETER ROAD & AIRPORT INTERIOR ACCESS ROAD WERE ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - ACCESS DWG AND IS NOW FILED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

JOHN F. KOONS
DISTRICT 2

MARY McCARTHY
DISTRICT 4

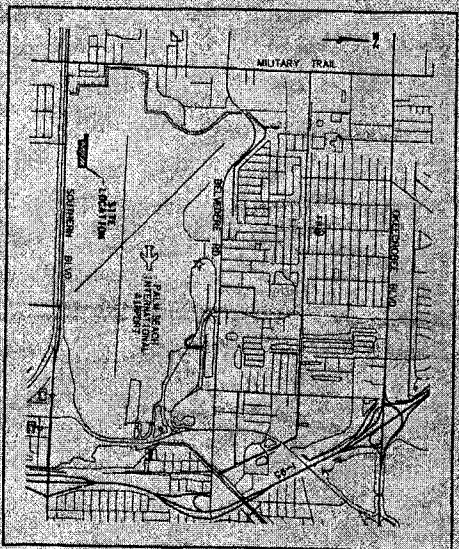
JESS R. SANTAMA
DISTRICT 6



WARREN H. NEWELL
DISTRICT 3

BURT AARONSON
DISTRICT 5

ADDIE L. GREENE
DISTRICT 7



N.T.S. - NOT TO SCALE
O.M. - DESCRIPTION AND MEASURED TWO DEEDS
C.C. - CALCULATED
P.R. - PRINTER FREEDON
S.O. FT. - SQUARE FEET
S.R. - STATE ROAD

STATIONED, SUGGESTED CONTROLS BASED ON THE MEASUREMENTS SHOWN, MET OR EXCEEDED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL) AND 1:50,000 (RESEARCH) REQUIRED BY THIS SURVEY.

FLIGHT DATA REPORT BY OTHERS 15 01/20/05 TO 01/25/05.

CHILDREN'S SUGAR ARE CRIO

ZONE = FLORIDA EAST

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR

ALL DISTANCES ARE GROUND.

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

OF FLORIDA LICENSED SURVEYOR AND THE ORIGINAL RAISED SEAL

1. HERETOBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE AND MADE IN RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN THE OFFICIAL RECORDS OF THE FLORIDA SURVEYORS AND CHAPTER 461, FLORIDA STATUTES, AND THE FLORIDA SURVEYORS' CODE, PURSUANT TO SECTION 47.001, FLORIDA STATUTES.

FLORIDA CERTIFICATE NO. 5304

DATE



**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES**
3300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

NO.	REVISION	BY	DATE
SOLE: T - SO			
APPROVED: C. M. A.			
SHAW: S. L. D.			
CHECKED: W. C. L.			
DATE: 5/15/01			
FIELD BOOK NO.			
1123 R & F			

PROJECT:
PALM BEACH INTERNATIONAL
AIRPORT LEASE S-5A
BOUNDARY SURVEY

DESIGN FILE NAME S-3-07-2714.DGN	DRAWING NO. S-3-07-2714
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