

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 2, 2013

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a No Cost Land on Airport Memorandum of Agreement (MOA) (DTFAEN-13-L-00216) with the Federal Aviation Administration (FAA), providing for the operation and maintenance of FAA-owned navigation, communication and weather aid facilities for the support of air traffic operations at the North Palm Beach County General Aviation Airport (Airport), commencing June 1, 2013 and expiring September 30, 2033.

Summary: The MOA will supersede and terminate Land Lease No. DTAF06-97-L-16988 (R97-681D) and Land Lease No. DTAF06-97-L-17005 (R97-682D) with the FAA (the Prior Leases). As with the Prior Leases, the MOA provides for the operation and maintenance of certain FAA-owned navigation, communication and weather aids at the Airport, including a glide slope (GS), localizer (LOC) and distance measuring equipment (DME). The MOA details responsibilities of the parties relating to the operation and maintenance of these facilities. The MOA is being provided at no cost to the FAA in consideration of the obligations assumed by the FAA to operate and maintain facilities necessary for the operation of the Airport. Countywide (AH)

Background and Justification: On June 3, 1997, the Board approved the Prior Leases with the FAA for the operation and maintenance of various facilities at the Airport. The FAA has revised its standard leasing forms and requested the replacement of the Prior Leases with the new MOA form document.

Attachments:

- No Cost Land on Airport Memorandum of Agreement (3)
- =====

FB

Recommended By: _____

Department Director

6/3/13

Date

Approved By: _____

County Administrator

6/11/13

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review: *CMS*

III. REVIEW COMMENTS

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

[Signature]
 OFMB *6/5/13*

[Signature] *6/11/13*
 Contract Dev. and Control
6-6-13 *ASchuler*

B. Legal Sufficiency:

Anne Helgert *6-11-13*
 Assistant County Attorney

C. Other Department Review:

 Department Director

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFAEN- 13 - L - 00216

Geographical Location: Palm Beach Gardens, FL 33412

This agreement is made and entered into by the Palm Beach County, a Political Subdivision of the State of Florida hereinafter referred to as the County, 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 North Palm Beach County General Aviation Airport.(The Airport)

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the County 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 County 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 June 1, 2013 and continuing through September 30, 2033. 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.

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

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A. Together with a right-of-way for ingress to and egress from the premises; 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 premises; all rights-of-way to be over the area referred to as North Palm Beach County General Aviation Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The County shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The County shall have the right to review and comment 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 County shall have the right to review and comment 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 air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the County no monetary consideration, it being 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 North Palm Beach County General Aviation Airport, shall be related to the FAA's activities in support of Air Traffic operations.

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".

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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 County 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 required by law, the County 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 facilities on the attached FAA "List of Facilities."

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

The County 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 navigational aid facilities installed by the FAA, as it is not in the best interest of the County or the FAA.

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

The County agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the County, 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 County or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

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 property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the County.

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10. NOTICES (Oct-96):

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

AIRPORT:

North Palm Beach County General Aviation Airport
c/o Palm Beach County Department of Airports
Attn: Director of Airports
846 PBIA
West Palm Beach, FL 33406-1470

FEDERAL AVIATION ADMINISTRATION:

Federal Aviation Administration
Eastern Logistic Service Area
1701 Columbia Ave
ASO-053
College Park, GA 30337

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

This agreement supersedes Land Lease number **DTFA06-97-L-16988 (R97-681D)** and **DTFA06-97-L-17005 (R97-682D)**. Land Lease **DTFA06-97-L-16988 (R97-681D)** and **DTFA06-97-L-17005 (R97-682D)** are hereby terminated.

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 employees of County and/or the FAA.

13. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)
4. EXAMINATION OF RECORDS (10/96)

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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14. SIGNATURES (Apr-04):

The County 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). This agreement is effective upon the date of signature by the last party thereof.

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

**ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS.**

By:  _____
Director, Department of Airports

Date of Approval by County: _____

UNITED STATES OF AMERICA:

_____ Date: _____

Stacie Huelsbeck
Real Estate Contracting Officer

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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List of Facilities

MEMORANDUM OF AGREEMENT

DTFAEN-13-L-00216

North Palm Beach County General Aviation Airport

Dated January 28, 2013

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	GS	RWY 8R	12807	Previously Covered under Lease DTFA06-97-L-16988 (R97-681D)
2	LOC	RWY 8R	12808	Previously Covered under Lease DTFA06-97-L-17005 (R97-682D)
3	DME	RWY 8R	12808	Co-located DTFA06-97-L-17005 (R97-682D)