





**TRANSFER AGREEMENT  
BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION  
AND  
PALM BEACH COUNTY**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Federal Aviation Administration (FAA) and Pam Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, (PBC).

WHEREAS, the FAA, will accept the transfer of ownership of a Glide Slope (GS) Shelter for Runway 28R, at Palm Beach International Airport , West Palm Beach (PBI), Florida, from PBC; and

WHEREAS, 49 USC Sections 106(m) and (n) and Section 326 authorizes FAA acceptance of Non-Federal navigational and air traffic control facilities and equipment; and

WHEREAS, FAA Order 6700.20A, "Non-Federal Navigational Aids and Air Traffic Control Facilities," prescribes the terms and conditions whereby the FAA can assume ownership, operation and maintenance of Non-Federal navigational aids; and

WHEREAS, the Memorandum of Understanding (which is incorporated by reference herein) between Airport Financial Assistance Division of the FAA (APP) and the In-Service Management Division of the FAA (AOP) onTakeover, dated April 25, 2000,provides that the FAA may assume ownership of equipment funded by the Passenger Facility Charge (PFC) program; and

WHEREAS, the GS Shelter that is the subject of this Agreement was funded by the PFC program; and

WHEREAS, PBC has the authority and desires to transfer the said system and equipment for Runway 28R at PBI, West Palm Beach, Florida, to the FAA; and

WHEREAS, the FAA has determined that the said system and equipment serves a public safety need; and

WHEREAS, the FAA Acquisition Management System Guidance section T3.8.1(A)(4) delegates to appropriately warranted contracting officers the Administrator's authority to accept equipment or facilities as authorized by 49 USC 326.

NOW, THEREFORE, in consideration of the premises and covenants and agreements contained herein, the FAA and PBC mutually agree as follows:

## ARTICLE I - PROPERTY TO BE TRANSFERRED

A. PBC agrees to transfer ownership, without cost to the FAA, of the personal property listed in Appendix 1.

B. The GS equipment is included on the list of FAA facilities covered under Memorandum of Agreement, DTFASO-10-L-00087, entered into between PBC and FAA, and includes land rights to an area at PBI required for placement of the GS equipment at no cost to FAA for 20 years, with the further rights for FAA to renew for an additional 20 year period, at no cost to the FAA.

C. With respect to the equipment that was installed by the FAA, the FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operations and/or maintenance of the equipment the FAA installed. PBC agrees to remediate or have remediated, at its sole cost, any and all other hazardous substance contamination found on the leased premises. To the extent permitted by law, PBC also agrees to save and hold the FAA harmless for any and all costs, liabilities and/or claims by third parties that arise out of the hazardous contamination found on the leased premises which are not directly attributed to the installation, operation and/or maintenance of the equipment.

D. With respect to equipment installed by PBC at PBI which includes for Runway 28R one (1) non-federal GS shelter described in Appendix 1 in this Agreement, the FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the operations and/or maintenance of equipment installed by the PBC described in this paragraph. PBC agrees to remediate or have remediated, at its sole cost, any and all other hazardous substances contamination found on the leased premises. PBC also agrees to remediate, at its sole cost, all hazardous substances contamination on the leased premises that is found to have occurred as a direct result of the installation of the equipment installed by PBC that is described in this paragraph. To the extent permitted by law, PBC also agrees to save and hold the FAA harmless for any and all cost, liabilities and/or claims by third parties that arise out of the hazardous contamination found on the leased premises which are not directly attributed to the operation and/or maintenance of the equipment described above in this paragraph.

E. PBC further agrees that the subject equipment is being transferred without any encumbrances, liens, or legal liabilities. Any outstanding encumbrances, liens, or liabilities incurred prior to the transfer shall remain the responsibility of PBC.

F. PBC agrees that the following conditions shall be met prior to the transfer:

1. All contractual obligations relating to the equipment in question between PBC and any contractor as specified in the equipment list shall be cleared.

2. All exceptions/non-conformance items between PBC and FAA shall be cleared.
3. All applicable permits and warranties shall be transferred to the FAA.
4. Written confirmation shall be submitted to the FAA by PBC stating that the installation and construction of the equipment has been completed in accordance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction thereof.

G. Any problems concerning interference to television, radios, or other electronic equipment owned publicly or by private citizens resulting from the operations of the equipment in question shall be resolved by PBC before the date of transfer.

## ARTICLE II - SPECIAL CONDITIONS

A. If operational requirements diminish to the point that maintenance, ownership, and operation of the subject equipment becomes economically unfeasible, as determined by the FAA, the FAA may decommission and dispose of the property in accordance with 49 USC Section 40110, as amended, by offering to transfer ownership of it to the previous owner.

B. If the previous owner declines the return of the equipment, the FAA will declare it excess to its needs and either dispose of it directly, as approved by the Administrator, or report it to the General Services Administration (GSA) for disposal in accordance with the Federal Property and Administration Services Act of 1949, as amended. The FAA reserves the right to relocate the equipment to another site.

## ARTICLE III - CORRESPONDENCE

A. All correspondence relating to this Agreement will be submitted to the following respective offices of PBC and the FAA:

1. Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406
2. Federal Aviation Administration  
Eastern Service Area  
Service Center  
Planning and Requirements Group  
1701 Columbia Avenue  
College Park, Georgia 30337

B. Each party may designate a different office for such correspondence by written notice to the other party.

ARTICLE IV - EFFECTIVE DATE

This Agreement supersedes any previous agreements between the parties on the subject matter and becomes effective on the date of the last signature. This Agreement may be executed in counterparts.

ARTICLE V – NO PERSONAL LIABILITY

Neither the Commissioners of PBC, or the FAA, nor any officer, agent or employee thereof shall be charged personally or held liable under any term or provision of this Transfer Agreement or because of its execution or attempted execution or because of any breach or attempted breach thereof.

ARTICLE VI – NO THIRD PARTY BENEFICIARY

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 PBC and/or the FAA.

ARTICLE VII – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VIII – ENTIRETY of CONTRACTUAL AGREEMENT

PBC and the FAA agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE IX – TERM

This Agreement shall commence when both parties execute this Agreement and shall terminate only in the event that the FAA elects to decommission and dispose of the equipment pursuant to the "Special Conditions" detailed in Article II of this Agreement. .

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed.

FEDERAL AVIATION  
ADMINISTRATION

PALM BEACH COUNTY, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Priscilla A. Taylor

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
Mayor

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

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

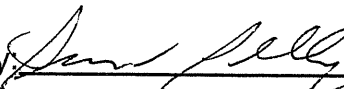
ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director of Airports

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**Appendix 1**

<b>Item #</b>	<b>Part Number</b>	<b>Description</b>	<b>Description</b>
1		Prefab fiberglass 10' x 16'	Glide Slope Shelter