

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2014			[] Regular [] Public Hearing
Department:		. –	

Submitted By: Department of Airports

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Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Transfer Agreement with the Federal Aviation Administration (FAA) to transfer ownership of a Glide Slope (GS) Shelter for Runway 28R at Palm Beach International Airport (PBIA) to the FAA, without cost to the FAA.

Summary: On October 20, 2009, the Board approved a Reimbursable Agreement (R-2009-1760) with the FAA for the FAA to provide engineering support services for the relocation of the FAA's Glide Slope and Runway Visual Range (RVR) systems as a result of the Taxiway 'L' Extension project at PBIA. The agreement provided funds for the FAA to establish and carry-out these essential services. This project was funded by Passenger Facility Charge (PFC) funds and Florida Department of Transportation (FDOT) grants. Approval of the Transfer Agreement allows for the transfer of the GS Shelter for Runway 28R at PBIA to the FAA at no cost to the FAA. The FAA has determined that the said system and equipment serves a public safety need. A Memorandum of Understanding dated April 25, 2000 provides that the FAA may assume ownership of the equipment funded by the Passenger Facility Charge. **Countywide (AH)**

Background and Justification: As part of the Taxiway L Extension project completed at PBIA in 2012, it was necessary for the County to relocate the existing FAA Glide Slope shelter and other FAA equipment systems out of the way of the future taxiway. As such, the County constructed new facilities which were turned over to the FAA for installation of the new equipment necessary to support their operations. This Transfer Agreement provides for the formal transfer of ownership of the County-constructed facilities back to the FAA for their operational use and maintenance.

Attachments:

1. Transfer Agreement with FAA - 3 Originals

Recommended By	Van / elh	 9/10/14
0,	Department Director	Date
Approved By: <u>∩</u> ∬∕	County Administrator	C/U4/17 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>	20 <u>19</u>
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	<u>-0-₩</u> See	kelow			
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bu Budget Account No: Fund Repor	dget? Yes _ Departr ting Category	No ment	Unit	Object	-

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

-₩ There is no Fiscal Impact for this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Kush Meny 9/15/14 KN OFMBAN

B. Legal Sufficiency:

9/23/14 9-23-14 Blokel

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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.

With respect to equipment installed by PBC at PBI which includes for D. 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:

- 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 BENFICIARY

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.

<u>ARTICLE IX – TERM</u>

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
Ву:	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

TRANSFER AGREEMENT BETWEEN FEDERAL AVIATION ADMINISTRATION AND PALM BEACH COUNTY, FLORIDA Appendix 1

Appendix 1 Description

Item # Part NumberDescription

1 Prefab fiberglass 10' x 16'

Glide Slope Shelter