

4B-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2016

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The First Addendum to the Interlocal Agreement (R-90-194D) with the City of Palm Beach Gardens (City) for North Palm Beach County General Aviation Airport (Airport).

Summary: Palm Beach County (County) and the City entered into an Interlocal Agreement dated February 6, 1990 (R-90-194D). The Interlocal Agreement includes restrictions and guidelines relative to the construction and operation of the Airport. The restrictions are listed in Exhibit "B" of the Interlocal Agreement. One of the restrictions in Item 1 is "The Crosswind Runway will be limited to 4,300 feet in length". This Addendum amends the last sentence of Item 1 in its entirety and replaces it with the following language: "The Crosswind Runway will be limited to 6,000 feet in length. The aircraft approach category for Runway 13/31 will be a Category C (approach speed 121 knots or more, but less than 141 knots), and the airplane design group will be Group II (wingspan of 49 feet or more, but less than 79 feet)". This Addendum also requires the County upon completion of the extension of the runway to 6,000 feet to make application to the Federal Aviation Administration (FAA) for construction of an Air Traffic Control Tower (ATCT) at the Airport pursuant to the ATC Contract Tower Program and to diligently pursue FAA approval through completion. The City agrees that the County's obligation is subject to and contingent upon the FAA's agreement to provide for the operation of the ATCT at no cost to the County. **Countywide (AH)**

Background and Policy Issues: In 1990 the County and City worked together to make the Airport as safe and compatible as possible. In so doing, construction and operation restrictions were formalized in an Interlocal Agreement. This Addendum is the result of further cooperation between the County and the City to facilitate attracting corporations to the City that need additional runway length to operate at the Airport. As such, the Department of Airports is in the preliminary planning stages of a proposal to expand the crosswind runway, Runway 13-31, at the Airport, in an effort to accommodate the growing number of light- and mid-size business jet aircraft expected to utilize the Airport in the near future. This future airfield improvement at the Airport is not driven by the number of landings and takeoffs but is the result of the use of the Airport as it relates to runway length requirements to provide for aircraft loads and destinations, thereby allowing aircraft with larger wingspans and higher approach speeds to utilize the airfield. Any changes made to the runway length are not anticipated to result in a significant increase in operations at the Airport, nor are they expected to change the airspace or routes into and out of the Airport. The County intends to begin the environmental review and approval phase with the FAA in the summer/fall of 2016. It should be noted that the Interlocal Agreement predates current County policies related to nondiscrimination and prevailing party attorney's fees, and reaffirms the provision providing for prevailing party attorney's fees by restating it in this Addendum. The City declined the Department's request to delete the prevailing party attorney's fees provision. This Addendum is specifically limited to the restrictions applicable to Runway 13/31 at the City's request.

Attachments:

- 1. First Addendum to the Interlocal Agreement (R-90-194D)

Recommended By: [Signature] Department Director 3/22/16 Date
Approved By: [Signature] County Administrator 3/24/16 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: Cory Sumner

III. REVIEW COMMENTS

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

 Sheri B...
 OFMB 3/8 3/8

 Dore J. Jacobson 3/21/16
 Contract Dev. and Control
 3/21/16

B. Legal Sufficiency:

 Anne Delpat 3-21-16
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST ADDENDUM TO THE NORTH COUNTY AIRPORT
INTERLOCAL AGREEMENT (R-90-194D)**

This First Addendum to the North County Airport Interlocal Agreement (this "First Addendum"), is hereby made and entered into this _____ day of _____ 2015, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the City of Palm Beach Gardens, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY", both separately constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorized local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, the COUNTY and CITY previously entered into that certain Interlocal Agreement dated February 6, 1990 (R-90-194D) (the "Agreement") in order to coordinate, control, and minimize developmental and operational impact of the North Palm Beach County Airport on the neighboring residential developments while providing a more effective service delivery method in order to precipitate an overall savings to the taxpayers of the COUNTY and the State of Florida; and

WHEREAS, the COUNTY and CITY, in accordance with Paragraph 16 of the Agreement, do hereby amend certain provisions of the Agreement for the benefit of the health, safety, and welfare of the residents of Palm Beach County and the public at large.

NOW, THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: Exhibit "B" to the Agreement is hereby amended to strike the last sentence of Paragraph 1 in its entirety and replace it with the following:

THE CROSSWIND RUNWAY WILL BE LIMITED TO 6,000 FEET IN LENGTH.
THE AIRCRAFT APPROACH CATEGORY FOR RUNWAY 13/31 WILL BE A
CATEGORY C (APPROACH SPEED 121 KNOTS OR MORE, BUT LESS THAN
141 KNOTS), AND THE AIRPLANE DESIGN GROUP WILL BE GROUP II
(WINGSPAN OF 49 FEET OR MORE, BUT LESS THAN 79 FEET).

SECTION 2: Upon completion of an extension of the crosswind runway to 6,000 feet, the COUNTY, by and through its Department of Airports, shall submit all necessary and appropriate applications to the Federal Aviation Administration (FAA) for the construction and funding of an air traffic control tower at the North County Airport pursuant to 49 U.S.C. §47124 ("ATC Contract Program") and diligently pursue FAA approval through completion. Upon receipt of the aforementioned approval and funding, the COUNTY will cause an air traffic control tower to be constructed in accordance with the ATC Contract Program and applicable federal regulations. The CITY agrees that the COUNTY's obligations under this SECTION 2 shall be subject to and contingent upon the FAA's agreement to provide for the operation of the air traffic control tower at no cost to the COUNTY. The COUNTY specifically acknowledges that the CITY is expressly relying upon the terms, conditions, and covenants set forth in this SECTION 2, and the COUNTY's compliance herewith as the consideration for which the CITY grants its consent to allow the COUNTY to increase the length of the crosswind runway to 6,000 feet.

SECTION 3: It is further understood and acknowledged by the COUNTY and the CITY that it is the intent of the parties that the Agreement, as may be amended from time to time by mutual written consent of the parties, shall remain in full force and effect so long as the North County Airport remains in operation as an aviation facility.

SECTION 4: Paragraph 12 of the Agreement is hereby stricken in its entirety and is replaced such that new Paragraph 12 shall hereafter read as follows:

12. Any notice given pursuant to the terms of this Agreement shall be in writing and sent via Federal Express, or other similar delivery service, signature required upon delivery or via hand delivery. The effective date of such notice shall be the date of upon which delivery was achieved as evidenced by the signature of the recipient or authorized agent thereof. All notices shall be addressed to the following:

As to the COUNTY:

Palm Beach County Department of Airports
Attn: Director of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

As to the CITY:

City of Palm Beach Gardens
Attn: City Manager
10500 N. Military Trail
Palm Beach Gardens, FL 33410

With copy to:

City of Palm Beach Gardens
Attn: City Attorney
10500 N. Military Trail
Palm Beach Gardens, FL 33410

SECTION 5: This First Addendum shall be governed and interpreted by the laws of the State of Florida without respect to any conflict of laws principle. Should any litigation arise from this First Addendum, venue shall lie in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs, including appellate fees and costs.

SECTION 6: An executed copy of this First Addendum shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida at which point it shall become effective.

SECTION 7: The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 8: This First Addendum shall become a part of the Agreement as if fully set forth therein. To the extent not specifically amended herein, all other exhibits, terms, conditions, and provisions of the Agreement shall remain in full force and effect.


SECTION 9: Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this First Addendum shall be binding upon COUNTY or CITY unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties have executed this First Addendum on the date first above written.

Palm Beach County, Florida, by its Board of County Commissioners

City of Palm Beach Gardens, by its City Council

By: _____
Mayor

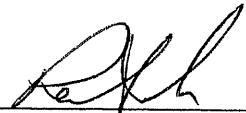
By:  _____
Eric Jablin, Mayor

Attest:

Attest:

Sharon R. Bock, Palm Beach County Clerk & Comptroller

By: _____
Deputy Clerk

By:  _____
Patricia Snider, CMC, City Clerk

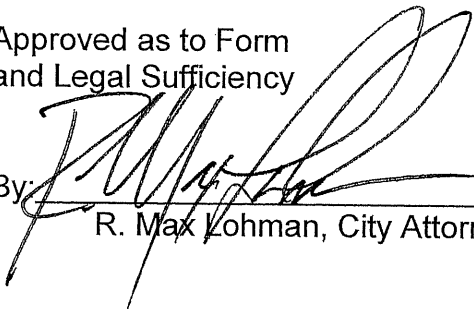
Approved as to Terms and Conditions

By:  _____
Department Director

Approved as to Form and Legal Sufficiency

By: _____
County Attorney

Approved as to Form and Legal Sufficiency

By:  _____
R. Max Lohman, City Attorney