

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 9, 2026

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) approve a Non-Federal Reimbursable Agreement #AJW-FN-ESA-26-SO-007630 (Agreement) between the Federal Aviation Administration (FAA) and Palm Beach County (County/Sponsor) to support the completion of the Tower Siting Assessment for the new FAA Contract Tower/ Air Traffic Control Tower (FCT/ATCT) at the North Palm Beach County General Aviation Airport (F45) in the amount of \$77,922;

(B) delegate authority to the County Administrator or designee, to execute the Agreement on behalf of County that does not substantially change the scope of work, terms or conditions; and

(C) authorize the Clerk to make an advance payment of \$77,922 to the FAA in accordance with the requirements of the Agreement.

Summary: This Agreement provides for the completion the Tower Siting Assessment by the FAA in support of the on-going airfield improvements at F45. Because the FAA cannot utilize its appropriated funds to perform project-specific assessments for external entities, the FAA requires a reimbursable agreement to recover the cost of the work. Under the Agreement, the FAA will provide a 3-D model of the airfield, utilizing available photogrammetry data and master planning data, elevation data for future structures and other data as required; facilitate the tower siting process per FAA Order 6480.4, Airport Traffic Control Tower Siting Process (Order); conduct a Safety Risk Management (SRM) panel; and provide a detailed siting report to identify the recommended site. The County will participate in the siting process in accordance with the Order and will provide available data to the FAA in support of its efforts. The Agreement requires the County to prepay the entire estimated cost of the Tower Siting Assessment in the amount of \$77,922, which will be held as a non-interest bearing deposit and must be received by the FAA prior to implementing the Tower Siting Assessment. Pursuant to the Palm Beach County Administrative Code, Section 305.02, Advance Payments, advance payments are generally prohibited except in certain circumstances. One exception is when the payment is deemed necessary for County business. Since this agreement cannot be performed without an advance payment by the County to the FAA, the advance payment is necessary for County business. The Agreement contains broader indemnification by the County than that approved by PPM CW-F-049. The Agreement requires the County to indemnify the FAA and its officers, agents, and employees for all claims of any nature arising out of the performances of this Agreement. The Risk Management Department and County Attorney's Office have reviewed the indemnification requirements for the Agreement and advised staff accordingly. Given that liability is limited to claims arising out of the performance of this Agreement, staff recommends Board of County Commissioners (BCC) approval. The Agreement was provided to the Director of the Department of Airports (Department) for execution; therefore, this item provides for a delegation of authority to the County Administrator or designee, who will, in this case, be the Director of the Department. Countywide (AH)

Background and Justification: Continued on page 3

Attachments:

1. Reimbursable Agreement Number AJW-FN-ESA-26-SO-007630

Recommended By: Jan Bush
Department Director

5/13/2026
Date

Approved By: [Signature]
Chief Deputy County Administrator

5/18/26
Date

Continued from page 1

Background and Justification: Pursuant to the First Amendment (R2016-0468) to the Interlocal Agreement (R90-194D) with the City of Palm Beach Gardens (City) related to the restrictions and guidelines relative to the construction and operation of F45, the County applied for acceptance into the FCT Program based on the City's desire to provide a ATCT at F45 in connection with extension of Runway 14/32. In April 2022, the County received notice from the FAA confirming F45 as a candidate in the FCT Program. Following the National Environmental Policy Act (NEPA) review of the planned improvements and the receipt of a Finding of No Significant Impact (FONS!) for the project, the County is now permitted to move forward with the design of the runway improvements and the formal siting process for the ATCT.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS
NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT (F45)
WEST PALM BEACH, FL**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Palm Beach County, Department of Airports** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Palm Beach County**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to support the completion of the Tower Siting Assessment process for the new FCT/ATCT to be located at North Palm Beach County General Aviation Airport (F45) in Palm Beach County, FL. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Tower Siting Assessment for Palm Beach County General Aviation Airport (F45)

B. The FAA will perform the following activities:

1. Obtain any available photogrammetry data or master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required, and provide a 3-D model of the airfield for use during the siting study.
2. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
3. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM Document.
4. Provide a detailed siting report describing the location and relevant elevations for the preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

C. The Sponsor will perform the following activities:

1. Provide any available photogrammetry data or master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required by the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Participate in the siting process in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
3. Provide to the FAA in support of the siting report:
 - i. Airport Concurrence Letter
 - ii. OE/AAA (Airspace Case) final determination letter on recommended and preferred sites
 - iii. Security considerations
 - iv.

Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule. ***[Omit this statement if not applicable to the agreement]***

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements Group, NAS Planning and Integration, will provide administrative oversight of this Agreement. Chad Bridges is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7310 or via email at chad.bridges@faa.gov. John Seliga is the Project Planning Manager and can be reached at (404) 305-7153 or via email at john.seliga@faa.gov. The liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Terminal Facilities Group will perform the scope of work for this Agreement. Zane Edwards is the Group Manager and can be reached at (202) 267-6085 or via email at zane.edwards@faa.gov. This liaison is not authorized to make any commitment, otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

Palm Beach County, Department of Airports
846 PBIA
West Palm Beach, FL 33406-1470
ATTN: Laura Beebe (Director of Airports)
lmbeebe@pbia.org
561-471-7420

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or

changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	\$65,000.00
Labor Subtotal	\$65,000.00
Labor Overhead	\$12,922.00
Total Labor	\$77,922.00
TOTAL ESTIMATED COST	\$77,922.00

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**Palm Beach County, Department of Airports
Attn: Laura Beebe (Director of Airports)
846 PBIA
West Palm Beach, FL 33406-1470
561-471-7420**

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.
- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.
- F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently

against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**PALM BEACH COUNTY,
DEPARTMENT OF AIRPORTS**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Lawrence Bunker*
Department Director

APPROVED AS TO
LEGAL SUFFICIENCY

By: *Anne Wilk*
County Attorney