



Pinellas County

Staff Report

File #: 24-0590D, **Version:** 1

Agenda Date: 8/13/2024

Subject:

Non-Federal Reimbursable Agreement between the Federal Aviation Administration and the Board of County Commissioners at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of a Non-Federal Reimbursable Agreement (Agreement) between the Federal Aviation Administration (FAA) and the Board of County Commissioners (Board). The Agreement provides for the FAA to support modification or relocation of FAA conduit or cables necessitated by the construction of Taxiway "N" at the St. Pete-Clearwater International Airport (PIE).

- A new taxiway "N" is being constructed to mitigate the possibility of runway incursions and pilot deviations.
- The FAA requested that this project be expedited to alleviate the safety concern.
- During design, the designer of record noted that the construction is expected to impact sections of the existing FAA power, duct banks and direct buried cables.
- The FAA was notified to verify if the existing cables/duct banks were deep enough to remain in place or if they would be too shallow to build the taxiway above them. It was determined that the area between Taxiway "N" and Runway 04-22 would need to have new duct banks and cable installed to meet minimum cover requirements.
- The FAA needs to provide full-time construction oversight while the new duct banks and cable are installed. This requires a Reimbursable Agreement.
- The total of the Reimbursable Agreement is \$97,741.95, and full payment must be received by the FAA before any work can begin.
- Funding is available under Runway Incursion Mitigation New Taxiway "N" Project 005709A, included in the Capital Improvement Plan, funded by the Airport Revenue and Operating Fund in the amount of \$5,875,000.

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Summary:

As a precursor to the construction of Taxiway "N", PIE must construct new duct banks and relocate direct buried cables. These duct banks and cables are owned by the FAA. For PIE to perform this work, a Reimbursable Agreement must be executed with the FAA so that they can provide construction oversight and perform cable terminations or reconnections at FAA-owned facilities if necessary.

This Agreement is an instrument for PIE to schedule this work and to pre-pay the FAA for these services. The estimate of this work is \$97,741.95.

Background/Explanation:

The FAA requested that PIE address and offer proposed airfield improvement projects that would mitigate documented pilot deviations and associated runway incursions that have occurred on and along Taxiway "A" and were reported within the FAA's Runway Incursion Mitigation program and other air traffic control tower reporting systems.

PIE worked with the FAA to develop the Taxiway "N" project to alleviate the amount of pilot deviations or runway incursions for general aviation aircraft.

Fiscal Impact:

The total of the Reimbursable Agreement is \$97,741.95, and full payment must be received by the FAA before any work can begin.

Funding is available under Runway Incursion Mitigation New Taxiway "N" Project 005709A, included in the Capital Improvement Plan, funded by the Airport Revenue and Operating Fund in the amount of \$5,875,000, designated as funded by Passenger Facility Charges (PFCs).

The cost of the agreement will be paid to the FAA in advance and held in a non-interest-bearing account. Upon completion of the agreement, the actual costs will be netted against the deposit and the Airport will receive a refund or bill, as appropriate.

This agreement will not be funded by PFCs but will be funded by Airport enterprise funds.

Delegated Authority:

Authority for the County Administrator to sign this Agreement is granted under Code Section 2-62 (a) (1).

Staff Member Responsible:

Thomas R. Jewsbury, Director, Airport

Partners:

FAA Planning and Engineering Services

Attachments:

Non-Federal Reimbursable Agreement # AJW-FN-ESA-24-SO-006588

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**PINELLAS COUNTY BOARD OF COMMISSIONERS
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE)
ST. PETERSBURG, FL**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Pinellas County Board of Commissioners (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 Pinellas County Board of Commissioners.

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 modification or relocation of FAA conduit or cables necessitated by development of an apron and three hangars by a tenant, Elite Jet Center and to mitigate a history of runway incursions and pilot deviations near Taxiway N and Runway 4. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Cable Relocation Reimbursable Agreement for Design Review and Construction Oversight of Impacted FAA Ducts and Cables at St. Pete-Clearwater International Airport (PIE)

B. The FAA will perform the following activities:

1. Provide engineering design review to ensure the Sponsor's design conforms to FAA design standards.
2. Attend pre-construction and project kick-off meetings with the Sponsor.
3. Provide a resident engineer (RE) and/or project engineering during construction and installation phases. The RE will arrive on-site a week before the start of work (i.e., to obtain security clearances and to attend pre-construction meeting) on FAA facilities until all construction punch-list items are cleared. The RE will have no contractual relationship with the Project Sponsor's contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (i.e., lack of progress, safety concerns, quality problems, etc.) to the Project Sponsor.
4. Ensure the relocated/modified conduits and cables are installed in accordance with FAA standards.
5. Perform cable terminations or reconnections at FAA-owned facilities or equipment or provide oversight if the terminations or reconnections aren't performed by the FAA.
6. Participate in the Contractor Acceptance Inspection (CAI) with the Sponsor and the Sponsor's construction contractor.
7. Conduct a Joint Acceptance Inspection (JAI) with the Project Sponsor. A formal list of exceptions will be given to the Project Sponsor within 15 calendar days of the facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.
8. Update applicable FAA configuration-controlled cable baseline drawings to reflect changes.

C. The Sponsor will perform the following activities:

1. Provide drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Copies of the final design package (after all FAA review comments are incorporated) will be furnished to the FAA in paper, electronic file transfer, and Portable Document File (pdf) formats prior to the start of construction.
2. Perform all necessary environmental assessments and obtain associated permits. Obtain all necessary permits for construction, including those necessary for easements and encroachment. This work also includes meeting all airport security requirements and performing airspace evaluations.
3. Provide monthly project schedule updates to the FAA.

4. Accomplish all contracting, construction and installation for the modification of the impacted ducts and cables in accordance with plans and specifications approved by the FAA.
5. Formally notify FAA Engineering Services a minimum of 30 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.
6. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
7. Participate in CAI(s) and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
8. Provide an electronic version of “as-built” drawings derived from the construction “red-line” drawings, such that the FAA can incorporate the drawings into final drawings in the standard FAA format.

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.

- 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 Eastern Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Gregory Irvin is the Lead Planner and liaison with the Sponsor and can be reached at 404.305.7164 or via email at gregory.irvin@faa.gov . This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Eastern Service Area, NAVAIDs Engineering Center will perform the engineering scope of work included in this Agreement. Matthew Herlihy is the NAVAIDs Engineering Center Manager and liaison with the Sponsor and can be reached at 404.305.7264 or via email at matthew.herlihy@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The FAA Eastern Service Area, NAVAIDs Construction Center will perform the construction scope of work included in this Agreement. Kyle Janco is the NAVAIDs Construction Center Manager and liaison with the Sponsor and can be reached at 603.881.1368 or via email at kyle.janco@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
4. 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:

Pinellas County Board of Commissioners
Attn: Tom Jewsbury, Airport Director
14700 Terminal Boulevard Suite 221
Clearwater, Florida 33762
727.453.7800
jewsbury@fly2pie.com

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	\$28,336.00
WB4050 Construction	\$20,240.00
WB4070 JAI/CX/Closeout	\$17,204.00
Labor Subtotal	\$65,780.00
Labor Overhead	\$13,077.07
Total Labor	\$78,857.07
Non-Labor	
WB4050 Construction	\$8,236.00
WB4070 JAI/CX/Closeout	\$9,250.00
Non-Labor Subtotal	\$17,846.00
Non-Labor Overhead	\$1,398.88
Total Non-Labor	\$18,884.88
TOTAL ESTIMATED COST	\$97,741.95

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 or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

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

Pinellas County Board of Commissioners
Attn: Tom Jewsbury, Airport Director
14700 Terminal Boulevard Suite 221
Clearwater, Florida 33762
727.453.7800
jewsbury@fly2pie.com

- 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. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. 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 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, 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**

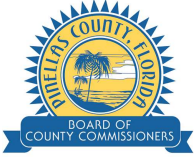
SIGNATURE *Bradley K. Logan*
NAME Bradley K. Logan
TITLE Contracting Officer
DATE 7/17/2024

**PINELLAS COUNTY BOARD OF
COMMISSIONERS**

SIGNATURE *Barry A. Burton*
NAME Barry A. Burton
TITLE County Administrator
DATE July 15, 2024

APPROVED AS TO FORM

By: *Cody J. Ward*
Office of the County Attorney



Pinellas County

Staff Report

File #: 24-1314A, **Version:** 1

Agenda Date: 8/13/2024

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending July 26th, 2024.

Recommended Action:

Accept the receipt and file report of non-procurement items delegated to the County Administrator.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

Summary:

Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

Background Information:

The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed \$250,000.00, change orders not exceeding 10% of the amount awarded by the Board or \$250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed \$1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

Fiscal Impact:

N/A

Staff Member Responsible:

Della Klug, Senior Executive Assistant to the County Administrator

Partners:

N/A

Attachments:

Delegated Log