

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

**MEMORANDUM OF AGREEMENT**

**Agreement Number DTFASO-08-L-00028**

This agreement is made and entered into by the **HILLSBOROUGH COUNTY AVIATION AUTHORITY**, hereinafter referred to as Authority, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, relocation and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the **VANDENBERG AIRPORT**, hereinafter referred to as Airport.

NOW, THEREFORE, the parties mutually agree as follows:

**1. TERMS AND CONDITIONS:**

It is mutually understood and agreed that the Authority requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Authority will allow the FAA to construct, operate, relocate and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon and further described in Section 15 herein, hereinafter referred to as Premises, for the term commencing on **OCTOBER 1, 2007** and continuing through **SEPTEMBER 30, 2027**. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the Premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the Premises; including a right-of-way for subsurface power, communication and/or water lines to the Premises; all right-of-ways to be over the Airport, to be routed as reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Authority shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Authority shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Authority shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

## **2. CONSIDERATION:**

The FAA shall pay the Authority no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, relocation and maintenance of navigational aid facilities upon the Premises.

## **3. PURPOSE:**

It is understood and agreed that the use of the herein described Premises, shall be related to the FAA's activities in support of Air Traffic operations.

## **4. FAA FACILITIES**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

## **5. TITLE TO IMPROVEMENTS:**

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

## **6. HAZARDOUS SUBSTANCE CONTAMINATION:**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility Premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Authority agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility Premises. Without waiving any limitations of liability or protections provided in Section 768.28, Florida Statutes, the Authority also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility Premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

## **7. INTERFERENCE WITH FAA OPERATIONS:**

The Authority agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

## **8. FUNDING RESPONSIBILITY FOR FAA FACILITIES:**

The Authority agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Authority, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Authority or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

## **9. ANTI-KICKBACK (OCT-96):**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

#### **10. COVENANT AGAINST CONTINGENT FEES (AUG-02):**

The Authority warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the FAA shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

#### **11. OFFICIALS NOT TO BENEFIT (OCT-96):**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### **12. RESTORATION**

The FAA shall surrender possession of the Premises upon the date of expiration or termination of this MOA. Before such expiration or termination, the FAA shall, if necessary, restore the Premises to as good condition as that existing at the time of the FAA's initial entry upon the Premises under this MOA or a previous agreement or lease, except for ordinary wear and tear or damage by natural elements. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as determined by the Real Estate Contracting Officer to be in the best interests of the Government.

#### **No Implied Obligations:**

**Any obligation of the FAA under this MOA that requires the expenditure or obligation of funds is subject to the availability of funds. The FAA shall incur no liability under the MOA until funds that may be used for that purpose are appropriated. No provision in this MOA shall be interpreted to require an expenditure of obligation in violation of the Anti-Deficiency Act, 31 U. S. C. 1341.**

### **13. NOTICES:**

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

TO AUTHORITY: HILLSBOROUGH COUNTY AVIATION AUTHORITY  
ATTN: EXECUTIVE DIRECTOR  
P.O. BOX 22287  
TAMPA, FL 33622-2287

TO FAA: FEDERAL AVIATION ADMINISTRATION  
ATTN: REAL ESTATE, ASO-56  
P.O. BOX 20636  
ATLANTA, GA 30320

### **14. PREVIOUS LEASE(S)/AGREEMENT(S)**

This agreement supersedes the following Agreements. These Agreements are hereby terminated.

### **15. SPECIAL STIPULATIONS**

- (a). It is agreed that modifications to the List of Facilities shall be incorporated herein by the FAA in writing without formal amendment to this Agreement.
- (b). It is understood and agreed that the supplemental drawing entitled "FAA Facilities at Tampa International Airport" dated October 2007, attached hereto and incorporated herein as Exhibit A, generally depicts the Premises on which the FAA facilities identified on the "List of Facilities" are located.

**16. CONCURRENCES:**

The Authority and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

\_\_\_\_\_  
Louis E. Miller

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

Approved as to Legal form:

\_\_\_\_\_  
Gigi Skipper Rechel, General Counsel

**UNITED STATES OF AMERICA,  
FEDERAL AVIATION ADMINISTRATION**

\_\_\_\_\_  
Ima J. LaMar

\_\_\_\_\_  
Manager, Real Estate Branch  
(Official Title)

\_\_\_\_\_  
(Date)

## List of Facilities

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# VANDENBERG AIRPORT

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