

**TO:** James L. App, City Manager  
**FROM:** Meg Williamson, Assistant City Manager  
**SUBJECT:** Airport Lease Memorandum - FAA  
**DATE:** May 15, 2007

---

**NEEDS:** For the City Council to adopt Resolution No. 07-XX approving a Memorandum of Agreement with the Federal Aviation Administration consolidating certain non-revenue land leases for essential navigation, communication and weather-related equipment facilities on the Airport.

**FACTS:**

1. Historically, the City has approved and entered into various lease agreements with the Federal Aviation Administration for the location of essential navigation, communication and weather observation equipment on the Airport.
2. Said equipment and their associate agreements have been amended from time to time, but remain in operation and effect and essential to routine Airport activities.
3. As the City receives certain grant funding for Airport projects from the FAA, a condition of that receipt is the agreement by the City to provide these areas at no cost to the FAA.
4. As part of a nation-wide effort, the requested Memorandum of Agreement consolidates all previous lease agreements and replaces them with one document.

**ANALYSIS  
AND**

**CONCLUSION:** The equipment located on the Airport is essential to daily operations. It is provided and maintained by the FAA at no cost to the City. The locations in question are restricted from any other use or occupancy by virtue of their proximity to runways and taxiways. The absence of this equipment would place severe burden on the City to replace and/or provide alternative service to Airport users.

**POLICY  
REFERENCE:** Airport Certification Manual; Airport Lease Policy

**FISCAL  
IMPACT:** None

**OPTIONS:**

- A. Adopt Resolution No. 07-XX, authorizing the City Manager to enter into the Memorandum of Agreement with the FAA to commence on 10/1/07.
- B. Amend, modify, or reject the above option.

Attachments (1):

1. Resolution 07-XX
2. Letter from FAA dated 12/20/06
3. Memorandum of Agreement

**RESOLUTION NO. 07-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
APPROVING A MEMORANDUM OF AGREEMENT WITH FAA  
FOR ESSENTIAL AIRPORT NAVIGATION AND COMMUNICATION EQUIPMENT**

---

**WHEREAS**, the City of El Paso de Robles and the Federal Aviation Administration have entered into agreements providing for the construction, operation 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 Paso Robles Airport.

**THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. That the City Council of the City of Paso Robles does hereby approve the Memorandum of Agreement dated October 1, 2007, and;

Section 2. That the City Council of the City of Paso Robles does hereby authorize the execution of the necessary documents as required.

**PASSED AND ADOPTED** by the City Council of the City of Paso Robles, this 15<sup>th</sup> day of **May, 2007**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Frank R. Mecham, Mayor

**ATTEST:**

---

Deborah Robinson, Deputy City Clerk



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
Western-Pacific Region

15000 Aviation Boulevard  
Lawndale, CA 90261

December 20, 2006

Mr. Roger Oxborrow  
Airport Manager  
Paso Robles Municipal Airport  
4912 Wing Way  
Paso Robles, CA 93446

Re: Memorandum of Agreement  
Agreement No: DTFAWP-07-L-00034

Dear Mr. Oxborrow:

Over the past several years, the Federal Aviation Administration (FAA) has struggled with the accuracy of our on-airport no cost land leases. Often times, the leases contained inaccurate legal descriptions, expired without being renewed, or new facilities were installed but no leases were ever initiated. In an effort to streamline the leasing process and to correct these problems, the FAA has developed the Memorandum of Agreement (MOA). The MOA will replace all individual no cost land leases on-airport.

The MOA has been reviewed and approved by our General Counsel Office and is now considered the standard document to be used nationally for no cost land leases on airport. The new MOA process eliminates the use of legal descriptions and relies on a List of Facilities and the Airport Layout Plan (ALP) to identify where our facilities are located. The use of ALP has also been coordinated and determined by our Airports Division in Headquarters to be an adequate document to depict the location of our navigational, communication and weather aid facilities.

Further, the **Paso Robles Municipal Airport** has accepted grants from the Airport Improvement Program (AIP). Below is the copy of the grant provision no. 28 that provides FAA use of the land.

"28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary."

It is our belief that this MOA process will benefit both the FAA and the airport sponsor. Enclosed for your review and approval are four (4) copies of the MOA between the FAA and **Paso Robles Municipal Airport**. Please have an authorized official sign and return three (3) copies to this office, together with a certified copy of the resolution, authorizing signature of the party signing on behalf of **Paso Robles Municipal Airport**. A fully executed MOA will be returned for your file.

If you have any further questions or comments, please do not hesitate to call me at (310) 725-7573 or via email at [Christian.CTR.Bustamante@faa.gov](mailto:Christian.CTR.Bustamante@faa.gov). Thank you for your time and support in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christian Bustamante', written over a light gray rectangular background.

Christian Bustamante  
Sr. Real Estate Specialist  
Real Estate & Utilities Team, AWP-54B

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFAWP-07-L-00034

This agreement is made and entered into by the **City of Paso Robles**, hereinafter referred to as Airport, 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 Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, 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 **Paso Robles Municipal Airport**.

NOW, THEREFORE, the parties mutually agree as follows:

**1. TERMS AND CONDITIONS (Jun-04):**

It is mutually understood and agreed that the Airport 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 Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon 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 area referred to as **Paso Robles Municipal Airport**, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport 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 Airport 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 Airport 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 (Aug- 02):**

The FAA shall pay the Airport 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, and maintenance of navigational aid facilities upon the premises.

## **3. PURPOSE (Apr-05):**

It is understood and agreed that the use of the herein described premises, known as, **Paso Robles Municipal Airport** shall be related to the FAA's activities in support of Air Traffic operations.

## **4. FAA FACILITIES (Apr-05)**

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 (Apr-05):**

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 (May-00):**

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 Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport 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 (Oct-96):**

The Airport 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 (Oct-96):**

The Airport 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 Airport, 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 Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

## **9. NON-RESTORATION (Oct-96):**

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

**10. NOTICES (Oct-96):**

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

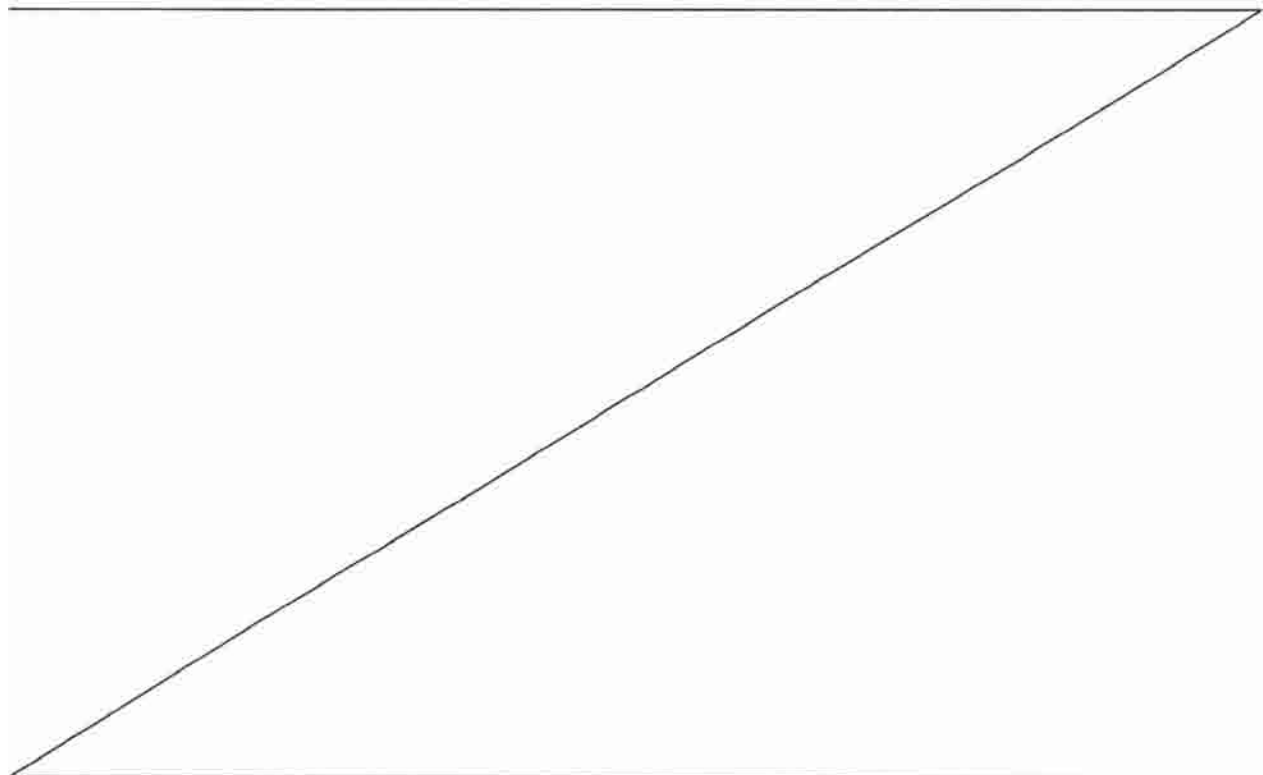
City of Paso Robles  
Paso Robles Municipal Airport  
4912 Wing Way  
Paso Robles, CA 93446

FEDERAL AVIATION ADMINISTRATION  
ATTN: REAL ESTATE AND UTILITIES TEAM, AWP-54B  
P.O. Box 92007  
Los Angeles, CA 90009

**11. Previous Lease(s)/Agreement(s)**

This agreement supersedes the following Land Leases:

DTFA08-98-L-18594 (REIL)  
DTFA08-87-L-12001 (DF)  
DTFA08-02-L-21284 (ASOS)  
DTFAWP-91-L-13847 (VORTAC)





**12. OFFICIALS NOT TO BENEFIT (10/96)**

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.

**13. COVENANT AGAINST CONTINGENT FEES (8/02)**

The Lessor 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 Government 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.

**14. ANTI-KICKBACK (10/96)**

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 or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**15. SIGNATURES (Apr-04):**

The Airport 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.

City of Paso Robles

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Real Estate Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Dated: February 8, 2007**

**List of Facilities**

MEMORANDUM OF AGREEMENT  
DTFAWP-07-L-00034

**Paso Robles Municipal Airport**

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	VORTAC		06583	REFERENCE. See exhibit "A" For Restricted areas.
2	DF		06584	REFERENCE. See exhibit "B" For Restricted areas.
3	ASOS		80023	REFERENCE. See exhibit "C" For Restricted areas.
4	REIL	RWY 19	06591	

Note: Exhibits "A" and "C" are restricted areas & clear zones for the appropriate facilities.