



A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0560-07P WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY OF ATLANTA TO THE FAA OF THE COST TO EVALUATE ALTERNATIVE SITES FOR THE POTENTIAL RELOCATION OF THE ATLANTA VERY HIGH FREQUENCY OMNIDIRECTIONAL RANGE COLLOCATED WITH TACTICAL AIR NAVIGATION AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR A COST NOT TO EXCEED \$82,500.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H28 574001 R21E050693CH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City"), as owner and operator of the Hartsfield Atlanta International Airport ("Airport"), is responsible for the cost of relocating FAA navigational facilities serving the Airport that are impacted by Airport expansion, including possibly the very high omnidirectional range collocated with tactical air navigation ("VORTAC"); and

WHEREAS, the Atlanta VORTAC is a FAA navigational aid located on the Airport's south airfield. Its current location is in close proximity to future Taxiways "W" and "Z", two taxiways that will connect the fifth runway with the existing airfield; and

WHEREAS, the presence of tall-tailed aircraft on either taxiway "W" or "Z" can degrade the quality of the VORTAC signal. The only way to guarantee that signal quality remains high is to relocate the VORTAC. Should relocation of the Atlanta VORTAC proceed, it will be a two to three year process that will require a relocation study prior to construction of the new site; and

WHEREAS, the FAA is in a position to furnish directly or by contract supplies, equipment and services which the City requires, has funds available for, and has determined should be obtained from the FAA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement which shall provide for the FAA to perform the services described in that copy of said Agreement No. SO-0560-07P attached hereto as Attachment I and made a part hereof by reference, for a cost to the City not to exceed \$82,500.00, with provision for up to 10% overage in the anticipated maximum cost.

BE IT FURTHER RESOLVED that the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H28 574001 R21E050693CH.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

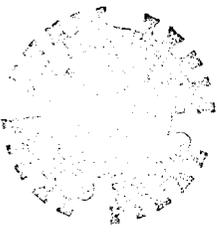
BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the FAA.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

OCT 20, 2003
OCT 28, 2003



ATTACHMENT I

AGREEMENT NUMBER
SO-0560-07P

LIMITED REIMBURSABLE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF ATLANTA, GEORGIA

WHEREAS, the Federal Aviation Administration ("FAA") is able to furnish directly or by contract, supplies, equipment, and services which the City of Atlanta ("Project 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 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 Project Sponsor while helping to advance the Agency's mission.

WHEREAS, 49 USC Section 106(l) and (m) authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

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

ARTICLE I - Type of Agreement

This Agreement is an "other transaction" within the meaning of 49 USC 106. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.

ARTICLE II - Scope of Agreement and Description of Project

A. This is a preliminary agreement limited in scope to initiate FAA technical services, consultation, preliminary engineering, site surveys, cost estimates, planning, etc. to support the Project Sponsor's requirements pursuant to the project titled "Relocate Very High Frequency Omnidirectional Range Collocated with Tactical Air Navigation (VORTAC),



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William B. Hartsfield Atlanta International Airport, Atlanta, Georgia". No government furnished equipment may be provided until a detailed amendment to this agreement specifying materials and costs has been signed by the Project Sponsor and the FAA. This agreement sets in motion preparatory actions required before the FAA may commit resources to the project. Specifically, it is the basis for issuance of a Project Authorization (PA) and establishment of a dedicated job number for project activities. If the project is pursued, a new agreement shall be drafted to include details describing the full scope of work to be performed, estimated total project costs, etc.

The Project Sponsor's reimbursement to the FAA under this agreement is estimated to be \$20,000 (including general administrative support overhead charges of \$5,200 in accordance with the rate established in Article IV).

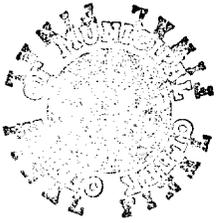
ARTICLE III - Period of Agreement and Effective Date

The agreement is estimated to last one years, unless amended. It will be effective on the date of the last signature below, and be considered complete when the final bill has been paid.

ARTICLE IV - Reimbursement, Performance, and Accounting Arrangement

A. The Project Sponsor will reimburse the FAA quarterly for the project costs incurred by the FAA in fulfilling the terms under this agreement provided, however, that upon termination of the agreement as provided herein the Project Sponsor will reimburse the FAA for all necessary liquidating expenses.

B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26% of the project costs. This overhead represents the cost to the FAA of those indirect expenses that are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically to the current rate, as determined by the FAA, without the necessity for formal amendment.



C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Southern Region. The Accounting Division is identified by the FAA as the billing office for this agreement. Their mailing address is:

Federal Aviation Administration
Accounting Operations Branch, ASO-22
P.O. Box 45719
Atlanta, Georgia 30320
Telephone; (404) 305-7040

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

Mr. Benjamin DeCosta, General Manager
Department of Aviation, City of Atlanta
William B Hartsfield Atlanta International Airport
P. O Box 20509
Atlanta, Georgia 30320-2509
Telephone; (404) 530-6600

E. Billing will be made by FAA on SF-1114. The Reimbursable Bill Support List (a summary of cost by object class) will accompany all bills.

F. Estimates as contained in Article II are expected to be maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs by 10%, the FAA will notify the Project Sponsor as soon as this is known in order to initiate an amendment to the agreement. In the event that actual costs exceed the FAA estimate, the Project Sponsor will pay actual costs plus the required overhead. Similarly, if the actual costs are less than the FAA estimate, the Project Sponsor will pay only the actual costs plus the required overhead.

G. Payments for billing are due within 30 days of date of invoice. Late charges will be assessed on delinquent payments in accordance with United States Treasury Regulations (Treasury Fiscal Requirements Manual, section 6-8020.20). Late charges are computed by



multiplying the amount of the overdue payment by the percentage rate prescribed quarterly by the Department of Treasury for each 30-day, or portion thereof, during which payments are overdue.

ARTICLE V - Amendment

Changes and or modifications to this agreement shall be made by written amendment, signed by authorized representatives of each party.

The amounts set forth in this agreement are estimates and may require adjustment to reflect actual costs. If, during the course of this agreement, actual costs are expected to exceed the estimate by more than 10 percent, the FAA will notify the Project Sponsor as soon as it is known, and the parties shall execute an Amendment accordingly.

ARTICLE VI - Liability

To the extent permitted by law, the Project Sponsor agrees to 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 alleged to have arisen from the act or omission by an employee of the FAA acting within the scope of his or her employment, this hold harmless obligation shall not apply and the provisions of the Federal Torts Claims Act, 28 U.S. Code, Section 2671, et, seq., shall control. The FAA assumes no liability for any losses arising out of any action or inaction by the Project Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE VII - Damage to FAA Property

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the Project Sponsor agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement.



ARTICLE IX - Termination

This agreement may be terminated at any time by either party by providing 30 days notice in writing.

ARTICLE X - Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute may be resolved by the FAA Administrator, or designee whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see e.g. 49 USC 46110).

ARTICLE XI - Funds Availability

The Project Sponsor certifies that arrangements for sufficient funding appropriations have been made for payments of the estimated costs set forth above, plus 10%.

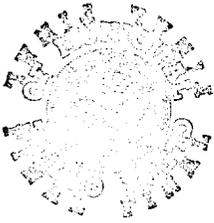
ARTICLE XII - Construction of the Agreement

This agreement is an "other transaction" issued under 49 USC 106(l) and (m) and is not a procurement contract, grant or cooperative agreement. Nothing in this agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this agreement and any amendments thereto, and that, accordingly, this agreement shall not be construed more stringently against one party than against the other.

ARTICLE XIII - 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



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property, including any equipment, device or software that may be provided under this agreement.

ARTICLE XIV - Protection of Information

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

ARTICLE XV - Entire Agreement

This document is the entire agreement of the parties, who accept the terms of the agreement as shown by their signatures below. In the event the parties duly execute any amendment to the agreement, the terms of such amendment shall supersede the terms of this agreement to the extent of any inconsistency.

FEDERAL AVIATION ADMINISTRATION

CITY OF ATLANTA

SIGNED BY _____
NAME _____
TITLE Mgr, Acquisition & Real Estate Branch
DATE _____

SIGNED BY _____
NAME _____
TITLE _____
DATE _____

Agency Location Code/Taxpayer ID# _____

RCS# 5099
10/20/03
4:32 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I EXCEPT:03-O-1695, 03-O-1444
03-O-1689, 03-O-1493, 03-O-1494

~~RECONSIDER~~

ADOPT

YEAS: 10
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
N Young	Y Shook	Y Maddox	B Willis
NV Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5098
10/20/03
4:30 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I & II PGS 1-22 EXCEPT:03-O-1695
03-O-1444, 03-O-1689, 03-O-1493
RECONSIDER

YEAS: 10
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 1

*See RCS#
5067*

Y Smith	Y Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
N Young	Y Shook	Y Maddox	B Willis
NV Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5067
10/20/03
2:15 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-17, EXCEPT:03-O-1695,
03-O-1444, 03-O-1689, 03-O-1493
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 1

*Reconsidered 104
See RCS#
5098*

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	NV Boazman	NV Woolard

CONSENT I

ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 03-O-1509 2. 03-O-1510 3. 03-O-1706 4. 03-O-1354 5. 03-O-1500 6. 03-O-1501 7. 03-O-1130 8. 03-O-1434 9. 03-O-1512 10. 03-O-1586 11. 03-O-0662 12. 03-R-1669 13. 03-R-1508 14. 03-R-1661 15. 03-R-1662 16. 03-R-1663 17. 03-R-1664 18. 03-R-1691 19. 03-R-1704 20. 03-R-1670 21. 03-R-1671 22. 03-R-1672 23. 03-R-1673 24. 03-R-1674 25. 03-R-1675 26. 03-R-1654 27. 03-R-1655 28. 03-R-1711 29. 03-R-1724 30. 03-R-1725 31. 03-R-1726 32. 03-R-1727 33. 03-R-1656 34. 03-R-1657 35. 03-R-1728 36. 03-R-1594 37. 03-R-1595 38. 03-R-1596 39. 03-R-1597 40. 03-R-1598	41. 03-R-1599 42. 03-R-1600 43. 03-R-1601 44. 03-R-1602----- Items Adversed on Consent 45. 03-R-1603 46. 03-R-1604 47. 03-R-1605 48. 03-R-1606 49. 03-R-1607 50. 03-R-1608 51. 03-R-1609 52. 03-R-1610 53. 03-R-1611 54. 03-R-1612 55. 03-R-1613 56. 03-R-1614 57. 03-R-1615 58. 03-R-1616 59. 03-R-1617 60. 03-R-1618 61. 03-R-1619 62. 03-R-1620 63. 03-R-1621 64. 03-R-1622 65. 03-R-1623 66. 03-R-1624 67. 03-R-1625 68. 03-R-1626 69. 03-R-1627 70. 03-R-1628 71. 03-R-1629 72. 03-R-1630 73. 03-R-1631 74. 03-R-1632 75. 03-R-1633 76. 03-R-1634 77. 03-R-1635 78. 03-R-1636 79. 03-R-1637	80. 03-R-1638 81. 03-R-1639 82. 03-R-1640 83. 03-R-1641 84. 03-R-1642 85. 03-R-1643 86. 03-R-1644 87. 03-R-1645 88. 03-R-1646 89. 03-R-1647 90. 03-R-1648 91. 03-R-1649

03-1670
(Do Not Write Above This Line)

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BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0560-07P WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY OF ATLANTA TO THE FAA OF THE COST TO EVALUATE ALTERNATIVE SITES FOR THE POTENTIAL RELOCATION OF THE ATLANTA VERY HIGH FREQUENCY OMNIDIRECTIONAL RANGE COLLOCATED WITH TACTICAL AIR NAVIGATION AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR A COST NOT TO EXCEED \$82,500.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H28 574001 R21E050693CH; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

TRANS COMMITTEE
10/15/03

Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side)
 Other _____

Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Committee _____

Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____

Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

ADOPTED BY

OCT 20 2003

COUNCIL

Refer To _____

- FINAL COUNCIL ACTION
- 2nd
 - 1st & 2nd
 - 3rd
 - Consent
 - V Vote
 - FC Vote

CERTIFIED

CERTIFIED
 OCT 20 2003

ATLANTA CITY COUNCIL PRESIDENT
 Catherine M. Woodard

CERTIFIED
 OCT 20 2003
 Ronald Douglas Johnson
 MUNICIPAL CLERK

APPROVED

OCT 20 2003

MAYOR

Handwritten signature of Mayor