

1 Introduced November 12, 2019, by Councilman  
2 Borchert, seconded by Councilman Tamborella  
3 (by request of Administration)  
4

5 **RESOLUTION R19-20**

6  
7 A resolution authorizing the Mayor to sign succeeding agreement to the  
8 existing lease between the United States of America Department of Transportation Federal  
9 Aviation Administration ("Government") and City of Slidell ("City"), Lease No. DTFASW-06-  
10 L-00078, ASOS, Slidell Airport ("Lease").

11 WHEREAS, Government and City entered into the subject Lease on  
12 December 6, 2005; commencing April 1, 2006 and continuing through March 31, 2020;  
13  
14 and

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16 WHEREAS, Government has modified its Lease Agreement by now utilizing  
17 a Memorandum of Agreement ("MOA") to secure and accomplish the same results as  
18 previously provided for by its Lease document; and

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20 WHEREAS, Government desires to now enter into a Memorandum of  
21 Agreement ("MOA"), MOA No. 697DCM-19-L-00158, (ASD), Slidell Municipal Airport,  
22 Slidell, Louisiana, that supersedes the subject Lease and all other previous agreements  
23 between the parties for the property described in the subject Lease (copy of MOA No.  
24 697DCM-19-L-00158 is attached hereto and made part hereof); and

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29 WHEREAS, it is mutually understood and agreed that the Airport requires  
30 FAA navigation aid facilities in order to operate their business and that the FAA requires  
31 navigation, communication and weather aid facilities at the Airport in order to support Air  
32 Traffic Operations. Thus, the City and Government collectively represent that it is the  
33 interest of both parties that the City allow the FAA to construct, operate, and maintain FAA  
34 owned navigation, communication and weather aid facilities in areas on the Airport that  
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1 **RESOLUTION R19-20**  
2 **PAGE 2**  
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4 have been mutually determined and agreed upon for the term commencing on April 1,  
5 2020 and continuing through September 30, 2039; and  
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7 WHEREAS, this resolution does hereby authorize the Mayor to sign the MOA  
8 and all related documents.  
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10 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that the  
11 Mayor of the City of Slidell is hereby authorized to execute the Memorandum of  
12 Agreement, No. 697DCM-19-L-00158, (ASD), Slidell Municipal Airport, Slidell, Louisiana,  
13 and all related documents, that supersedes the subject Lease identified by Lease No.  
14 DTFASW-06-L-00078, ASOS, Slidell Airport, and all other previous agreements between  
15 the parties related documents/agreements.  
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21 **ADOPTED** this 12th day of November, 2019.

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23 Bill Borchert  
24 President of the Council  
25 Councilman-At-Large  
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30 Thomas P. Reeves  
31 Council Administrator  
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6 CERTIFICATE

7 IT IS HEREBY certified that the above is a true and correct copy of a resolution  
8 passed by the Slidell City Council, Sponsor of the Slidell Municipal Airport in regular  
9 session convened on this, the 12<sup>th</sup> day of November, 2019

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13 *Thomas P. Reeves*  
14 *Council Administrator*  
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**MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF SLIDELL, LOUISIANA**

**MOA No. 697DCM-19-L-00158  
(ASD) Slidell Municipal Airport  
Slidell, Louisiana**

**SECTION 1 - OPENING**

**6.1.1-1 Preamble (JAN 2017)**

This Agreement is made and entered into by the City of Slidell, Louisiana, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

**6.1.3-1 Witnesseth (JAN 2017)**

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 agree 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 Slidell Municipal Airport.

Whereas, this agreement supersedes or succeeds Lease No. DTFASW-06-L-00078 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

## **SECTION 2 - TERMS**

### **6.2.1-1 Purpose (APR 2005)**

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

### **6.2.5-4 Terms and Conditions (JAN 2019)**

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 April 1, 2020 and continuing through September 30, 2039. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days' 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 underground 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 rights-of-way to be over the area referred to as Slidell 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, seeding the soil of the premises, and removing all obstructions from the premises that 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.

**6.2.6-2 Consideration - No Cost (AUG 2002)**

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**6.2.9 FAA Facilities (APR 2005)**

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

**SECTION 3 - GENERAL CLAUSES**

**3.2.5-1 RE Officials Not to Benefit (OCT 1996)**

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

**6.3.5 Title to Improvements (APR 2005)**

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

**6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)**

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. 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, and memorialized in a Supplemental Agreement.

**6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement,

including any holdover period. 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.

#### **6.3.25 Quiet Enjoyment (OCT 1996)**

The Airport warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

#### **6.3.28-2 Interference with FAA Operations (JAN 2017)**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

#### **6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Airport 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.

#### **6.3.34 Anti-Kickback (JAN 2017)**

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.

#### **6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Airport may reasonably request to evidence further the subordination of this Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining

property owned in whole or in part by Airport if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Agreement so long as the Government is not in default under this Agreement. Airport will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Airport warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Airport under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

### **6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)**

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.



**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH  
CLAUSES**

**6.8.1 Hazardous Substance Contamination (JUL 2017)**

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."

**SECTION 10 - CLOSING**

**6.10.1-4 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the MOA number 697DCM-19-L-00158, and be addressed as follows:

TO THE AIRPORT OWNER:  
City of Slidell, Louisiana  
P.O. Box 828  
Slidell, LA 70459

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate Branch, AAQ-920  
10101 Hillwood Parkway  
Fort Worth, TX 76177

**6.10.3-4 MOA Signature Block (JUL 2017)**

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 SLIDELL, LOUISIANA

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

Print Name: \_\_\_\_\_

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

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

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

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

Print Name: Melinda J. Taber  
Real Estate Contracting Officer

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

**Dated**

April 1, 2020

**List of Facilities**

MEMORANDUM OF AGREEMENT

**697DCM-19-L-00158**

SLIDELL MUNICIPAL AIRPORT

<b><u>Number</u></b>	<b><u>Facility</u></b>	<b><u>R/W (ATID) Number</u></b>	<b><u>GSA Control Number</u></b>	<b><u>Comments</u></b>
1	ASOS	(ASD)	22010	Sensor site, ACU located in the National Weather Service Building