

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-363

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN AMENDMENT A1 TO REIMBURSABLE AGREEMENT WITH DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR OVERTIME SUPPORT

WHEREAS, the Snohomish County Airport ("Airport") is a very active airport with established commercial passenger service since 2019; and

WHEREAS, runway closures on FAA Part 139 surfaces require Navigational Aids to be disabled for Safety; and

WHEREAS, Navigational Aids supporting FAA Part 139 surfaces are owned and operated by the FAA; and

WHEREAS, the County is required to reimburse overtime expenditures to the FAA for runway closure or navigational aid shutdown requests made by the Airport outside of FAA Airway Transportation System Specialists (ATSS) staffing hours; and

WHEREAS, the County entered into a five-year Agreement AJW-ON-WSA-21-NM-004180 with FAA effective February 2, 2021; and

WHEREAS, an Amendment to the Agreement is necessary to accommodate the flight schedules of commercial service and various tenants;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign Amendment A1 to Reimbursable Agreement #AJW-ON-WSA-21-NM-004180-A1 with the Department of Transportation Federal Aviation Administration for ATSS Overtime support for an additional \$43,015.86, with a new Agreement total not to exceed \$57,065.00, in the form attached hereto.


PASSED this 13th day of September, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

AMENDMENT A1

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**SNOHOMISH COUNTY AIRPORT
SNOHOMISH COUNTY AIRPORT – PAINE FIELD
EVERETT, WASHINGTON**

WHEREAS, Reimbursable Agreement AJW-ON-WSA-21-NM-004180, Everett, WA (PAE) – ATSS Support for FAA Equipment Shutdown/Restoral to support PAE Airport Project work, was executed by the Federal Aviation Administration (FAA) and **Snohomish County Airport** (Sponsor) on February 2, 2021;

WHEREAS, Article 10 requires that changes or amendments to the Agreement will be formalized by a written amendment signed by authorized representatives of each party;

NOW THEREFORE, the FAA and the Sponsor mutually agree that this Agreement be amended by amending the article(s) of the existing Reimbursable Agreement as specifically stated herein. Other than the amended articles specified below, the original agreement remains unchanged. Changes include, but are not limited to, the following:

- Amend FAA and Sponsor scope (AMEND: Article 3 – Section A; Article 3 – Section C, item 2; REMOVE: Article 3 – Section B, item 2; Article 3 – Section C, items 1-3; ADD: Article 3, Section C, new item 1; RENUMBER: Article 3 – Section C, items 4 & 5 to 2 & 3)
- Update points of contact (AMEND: Article 4 – Section A, items 1 & 2; Article 4 – Section B)
- Amend estimated costs (Article 7)
- Update Sponsor’s financial contact (Article 9 – Section C)
- Due to updates to the reimbursable agreement template (V89 to V94), the following articles have been revised: Article 8 and Article 13

To the extent that there is any inconsistency between the original agreement and these amendments, the amendments shall take precedence.

ARTICLE 3. Scope

Change From:

- A. The purpose of this Agreement between the FAA and the Sponsor is to extend the number of hours expended by FAA Airway Transportation System Specialists (ATSS) to support Snohomish County Airport, Paine Field in Everett, WA, as requested by the Sponsor. The FAA will schedule ATSS overtime labor hours for supporting shutdown and restoration of FAA facilities during Airport Project work a maximum of four (4) hours no more than five (5) times a year. These services will be provided by the FAA unless, as determined by the FAA, causes beyond its control prevent work or other higher priority, FAA work exists. The FAA shall assume no fault or negligence in either circumstance.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Everett, WA (PAE) – ATSS Support for FAA Equipment Shutdown/Restoral to support PAE Airport Project work

- B. The FAA will perform the following activities:
1. Provide for call-up or extension of ATSS hours to support shutdown and/or restoration of FAA systems in support of Sponsor requests.
 2. Limit authorized overtime hours to:
 - a. Two (2) hours for shutdown
 - b. Two (2) hours for facility restoration
 - c. No more than five (5) times per year
- C. The Sponsor will perform the following activities:
1. Sponsor will require no more than five (5) complete shutdown and restores of FAA-owned equipment per year.
 2. Sponsor will request shutdowns to commence on Fridays from 2100L (local) and terminate on Monday mornings at 0600L (local), unless otherwise coordinated.
 3. Sponsor expects to plan these shutdowns for construction activities that occur on the main runways/taxiways during the months between May-October.
 4. Paine Field Operations Department personnel will confirm coordination of shutdowns and FAA ATSS availability a minimum of seven (7) days in advance of planned closure with the Western Washington System Support Center (SSC) Manager or designated representative.

5. Paine Field Operations Department personnel will be responsible for completing an FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form, for runway or taxiway closures exceeding 24 hours, no later than 45 days prior to event.
- 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.

Change To:

- A. The purpose of this Agreement between the FAA and the Sponsor is to extend the number of hours expended by FAA Airway Transportation System Specialists (ATSS) to support Snohomish County Airport, Paine Field in Everett, WA, as requested by the Sponsor. The FAA will schedule ATSS overtime labor hours for supporting shutdown and restoration of FAA facilities during Airport Project work. These services will be provided by the FAA unless, as determined by the FAA, causes beyond its control prevent work or other higher priority, FAA work exists. The FAA shall assume no fault or negligence in either circumstance.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Everett, WA (PAE) – ATSS Support for FAA Equipment Shutdown/Restoral to support PAE Airport Project work

- B. The FAA will perform the following activities:
1. Provide for call-up or extension of ATSS hours to support shutdown and/or restoration of FAA systems in support of Sponsor requests.
- C. The Sponsor will perform the following activities:
1. Submit project schedules after the projects have been awarded and provide timely revisions and updates as necessary. The schedule shall identify all tasks or activities that are to be accomplished during the design, construction, installation, and closeout phases of the project. The start, duration, and completion dates for all tasks, including those to be performed by the FAA, shall be shown. The schedule shall also show the order and interdependence of all tasks and the sequence in which the work is to be accomplished.
 2. Paine Field Operations Department personnel will confirm coordination of shutdowns and FAA ATSS availability a minimum of seven (7) days in advance of planned closure with the Western Washington System Support Center (SSC) Manager or designated representative.

3. Paine Field Operations Department personnel will be responsible for completing an FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form, for runway or taxiway closures exceeding 24 hours, no later than 45 days prior to event.
- 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

Change From:

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning & Integration Team** will provide administrative oversight of this Agreement. **Michael Peer** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2967** or via email at **michael.peer@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 Western Service Area, Western Washington SSC** will perform the scope of work included in this Agreement. **Andrew McArthur** is the **SSC Manager** and liaison with the Sponsor and can be reached at **(206) 214-4706** or via email at **andrew.mcarthur@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. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

**Snohomish County Airport
Kara Underwood
3220 100th St. SW, Suite A
Everett, WA 98204
Telephone: (425) 388-5110
Email: kara.underwood@snoco.org**

Change To:

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning & Integration Team** will provide administrative oversight of this Agreement. **Russell Prout** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2867** or via email at **russell.prout@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 Western Service Area, Western Washington SSC** will perform the scope of work included in this Agreement. **Bill VanDeCar** is the **SSC Manager** and liaison with the Sponsor and can be reached at **(206) 305-1554** or via email at **bill.vandecar@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.

Andrew McArthur, the **District Facility Manager**, is a secondary point of contact and can be reached at (206) 214-4701 or via email at **andrew.mcarthur@faa.gov**.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Snohomish County Airport
Brad Widrig
3220 100th St. SW, Suite A
Everett, WA 98204
Telephone: (425) 388-5111
Email: bradlee.widrig@snoco.org

ARTICLE 7. Estimated Costs

Change From:

The estimated FAA costs associated with this Agreement are as follows:

| DESCRIPTION OF REIMBURSABLE ITEM | ESTIMATED COST |
|----------------------------------|--------------------|
| Labor | |
| WB5110 – ATSS Overtime Hours | \$11,806.00 |
| | |
| Labor Subtotal | \$11,806.00 |
| Labor Overhead | \$2,243.14 |
| Total Labor | \$14,049.14 |
| TOTAL ESTIMATED COST | \$14,049.14 |

Change To:

The estimated FAA costs associated with this Agreement are as follows:

| DESCRIPTION OF REIMBURSABLE ITEM | ORIGINAL COST | AMENDMENT A1 | TOTAL ESTIMATED COST |
|----------------------------------|--------------------|--------------------|----------------------|
| Labor | | | |
| WB5080 – ATSS Overtime Hours | \$11,806.00 | \$36,147.78 | \$47,953.78 |
| | | | |
| Labor Subtotal | \$11,806.00 | \$36,147.78 | \$47,953.78 |
| Labor Overhead | \$2,243.14 | \$6,868.08 | \$9,111.22 |
| Total Labor | \$14,049.14 | \$43,015.86 | \$57,065.00 |
| TOTAL ESTIMATED COST | \$14,049.14 | \$43,015.86 | \$57,065.00 |

ARTICLE 8. Period of Agreement and Effective Date

Change From:

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, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

Change To:

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

Change From:

- 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. 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:

Snohomish County Airport
Attn: Kara Underwood
3220 100th St. SW, Suite A
Everett, WA 98204
Telephone: (425) 388-5110
Email: kara.underwood@snoco.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. 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.

Change To:

- 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. 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

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Email: bradlee.widrig@snoco.org

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- E. 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 13. Legal Authority

Change From:

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Change To:

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.

Except as specified above, all other terms and conditions of the original agreement and any previous amendment changes shall remain the same. These changes are effective on the date of the last signature below.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SNOHOMISH COUNTY AIRPORT

SIGNATURE _____

SIGNATURE _____

NAME Bradley K. Logan

NAME _____

TITLE Contracting Officer

TITLE Snohomish County Executive

DATE _____

DATE _____