

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2007 -149

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO A REIMBURSABLE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH TEMPORARY TOWER SERVICES WILL BE RENDERED TO CLAYTON COUNTY; TO AUTHORIZE THE CHAIRMAN OR A DESIGNEE TO EXECUTE THE AGREEMENT, AND OTHERWISE TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THE RESOLUTION; TO AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE, TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County is in need of temporary tower services from the Federal Aviation Administration (the "FAA") at Clayton County's Tara Field for the October 25th and 28th, 2007 Nascar Race Event; and

WHEREAS, the FAA agrees to provide temporary tower services at the Clayton County Tara Field which include Air Traffic (AT) Overtime, Airways Facilities (AF) Overtime and administrative support at an estimated total cost of \$9,867.00 payable in advance and due on September 25, 2007; and

WHEREAS, the Federal Aviation Administration is eminently qualified to provide the above-referenced services to the County; and

WHEREAS, the Board of Commissioners deems it in the best interest of Clayton County, and the County will best be served by entering into the Agreement with the Federal Aviation Administration for the stated purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

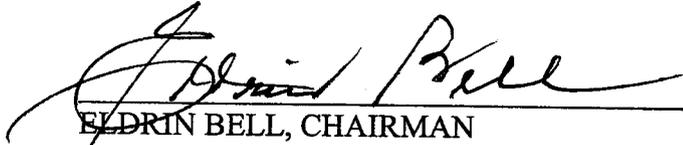
Section 1. The Board of Commissioners hereby authorizes Clayton County to enter into a Reimbursable Agreement with the Department of Transportation Federal Aviation Administration, providing for the terms and condition under which temporary tower services will be rendered to Clayton County during the October, 2007 Nascar Race event. The Board of Commissioners hereby authorizes the Chairman or his designee, the Director of Transportation and Development to execute the Agreement and to perform all other acts necessary to accomplish the intent of this Resolution. Further, the Board of Commissioners hereby authorizes the Director of Finance to amend the budget where necessary to reflect an appropriate revenue source and expense. The Agreement shall be in substantially the form attached hereto, subject to such minor changes, insertions or deletions as the Chairman of the Board of Commissioners may approve.

Section 2. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

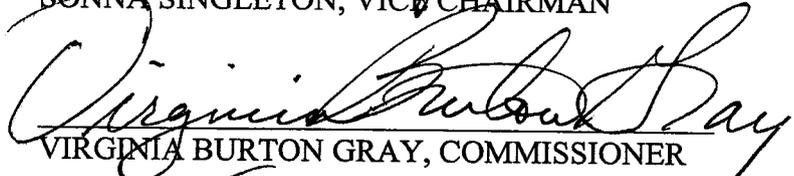
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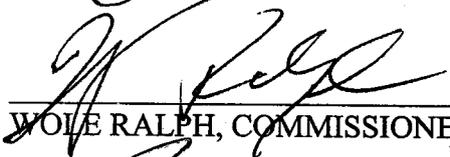
SO RESOLVED, this the 18th day of September, 2007.

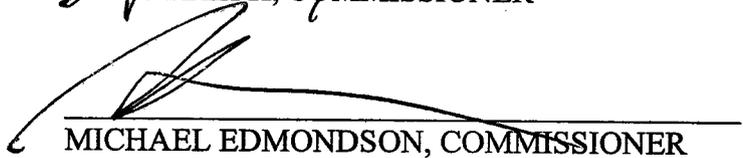
CLAYTON COUNTY BOARD OF COMMISSIONERS


ELDRIN BELL, CHAIRMAN


SONNA SINGLETON, VICE CHAIRMAN


VIRGINIA BURTON GRAY, COMMISSIONER


WOLE RALPH, COMMISSIONER


MICHAEL EDMONDSON, COMMISSIONER

ATTEST:


SHELBY D. HAYWOOD, CLERK



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

Logistics Division, ASO-55
Southern Region

P.O. Box 20636
Atlanta, Georgia 30320

RECEIVED

SEP 11 2007

**CLAYTON COUNTY
TRANSPORTATION & DEVELOPMENT**

Via First Class Mail

August 31, 2007

Mr. Wayne Patterson
Director
Department of Transportation and
Development
7960 N. McDonough Street
Jonesboro, GA 30236

Re: Reimbursable Agreement #SO078407P

Dear Mr. Patterson:

Enclosed are two duplicate originals of a Memorandum of Agreement covering reimbursable services the Federal Aviation Administration (FAA) has been asked to provide in support of the "Temporary Tower Services for NASCAR Competitions" at Tara Field, Hampton, Georgia on October 25, and 28, 2007.

The FAA must receive the entire estimated amount of \$9,867.00 no later than September 25, 2007. Advance payment by the due date is a condition precedent for performance by the FAA under this agreement.

If you agree with the provisions of these agreements, please sign both duplicate originals and return one of the originals, along with full payment as set forth in Article IV. Retain the other original for your records.

Sincerely,

Bill Nelmes, Manager
Acquisitions Branch
FAA Southern Region
(404) 305-5796

Enclosure

**REIMBURSEABLE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
CLAYTON COUNTY COMMISSIONERS
JONESBORO, GEORGIA**

The Federal Aviation Administration (FAA) is able to furnish, directly or by contract, supplies, equipment, and services to Clayton County Commissioners for support of a program the FAA has determined supports the FAA's mission. Clayton County Commissioners requires this support, has funds available for reimbursing the FAA, and has determined these goods and services should be obtained from the FAA.

The FAA has also determined these services or goods are not readily available commercially; competition with the private sector for provision of such goods 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 Clayton County Commissioners while helping to advance the Agency's mission.

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

NOW THEREFORE, the FAA and Clayton County Commissioners mutually agree as follows:

ARTICLE I - Type of Agreement

This agreement is an "other transaction" within the meaning of 49 USC 106 and is not a procurement contract, grant, or cooperative agreement. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Nothing in this agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE II - Scope of Agreement and Description of Project

The project titled "Temporary Tower Services for NASCAR Competitions" at Tara Field, Hampton, Georgia on October 25, and 28, 2007 and is described below.

- A. Clayton County Commissioners agrees to provide the following:
 - 1) A suitable temporary tower structure.
 - 2) Reimbursement for FAA personnel's actual overtime to set-up, test and operate the temporary tower.
- B. The FAA agrees to provide the following at no cost to Clayton County Commissioners:
 - 1) Five (5) frequencies.
 - 2) One (1) portable light gun with spare bulb.
- C. The FAA agrees to furnish the following goods and services for the dollar amounts indicated.
 - 1) Temporary Tower Services.

D. FAA estimated costs associated with this project are:

Air Traffic (AT) Overtime	\$6,800.00
Technical Operations (AF) Overtime	\$1,000.00
Sub-Total:	\$7,800.00
26.5% Administrative Support	\$2,067.00
Total:	\$9,867.00

ARTICLE III - Period of Agreement and Effective Date

The agreement is effective as of the last date signed, and is considered complete when the final invoice has been paid.

ARTICLE IV - Reimbursement, Performance, and Accounting Arrangement

Clayton County Commissioners must pay the FAA in advance when the agency is required to obligate funds to comply with this agreement. Payment in the amount of \$9,867.00 must be paid to the FAA no later than September 25, 2007. Advance payment of the entire amount must be received before the FAA incurs any obligation to implement this agreement. If reconciliation is necessary after the agreement expires or is terminated, the FAA will send a final bill or a refund without interest, as appropriate, to the Clayton County Commissioners.

Clayton County Commissioners agrees an administrative overhead cost of 26.5% of the project costs will be charged. The FAA shall adjust the overhead rate automatically without the necessity for formal amendment if the rate changes.

The FAA hereby assigns performance and managerial supervision of this agreement to the Southern Region. Clayton County Commissioners must send payment for the entire estimated amount by check with a copy of this Reimbursable Agreement to:

Federal Aviation Administration
 Eastern Service Center
 Attn: Kelly Ward
 PO Box 20636
 Atlanta, GA 30320-0631
 Phone: (404) 305-5647

Clayton County Commissioners hereby assigns Wayne Patterson as their point of contact. The FAA is to send project bills to the following address:

Wayne Patterson, Director
 Department of Transportation and Development
 7960 N. McDonough Street
 Jonesboro, GA 30236
 Taxpayer ID Number: 586000802
 (Note: Please provide a copy of Taxpayer ID Certificate.)

If during the course of this agreement actual costs are expected to exceed the estimated costs by 10%, the FAA will notify Clayton County Commissioners as soon as known to initiate an amendment to cover the increase. The FAA will use standard form SF-1114 to prepare bills to be sent to Clayton County Commissioners. A Reimbursable Bill Support List (a summary of costs by object class) will accompany all bills.

In the event actual costs exceed the advance paid estimated costs, Clayton County Commissioners agrees to make timely payment of invoices for such additional actual costs, and in all cases no later than 30 days from the date on invoice. Clayton County Commissioners agrees to make timely payment of invoices presented, and in all cases no later than 30 days from date on invoice. Clayton County Commissioners further agrees late charges will be assessed on delinquent payments in accordance with United States Treasury Regulations (Treasury Fiscal Requirements Manual, section 6-8020.20). 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, computes late charges.

In the event actual costs are less than the advance paid estimated costs after the agreement is performed, expires, or is terminated, the FAA will send a refund without interest of the unearned balance to Clayton County Commissioners.

ARTICLE V - Amendment

All parties agree changes and/or modifications to this agreement are to be made by written amendment, signed by authorized representatives of each party.

All parties agree the amounts set forth in this agreement are good faith 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%, the FAA will notify Clayton County Commissioners as soon as the overage is expected.

ARTICLE VI - Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE VII - Disputes

If the parties to this contract find they disagree as to any term or condition of this agreement, both parties agree to enter into binding arbitration. Said binding arbitration shall be before a 3-member arbitration panel located in Washington, DC.

The panel will consist of personnel each of whom has at least 5 years of government contracting experience at a level of responsibility equal to at least that of a Contracting Officer holding a Contractor's Warrant. The parties agree panel membership shall consist of one member chosen by the FAA, one chosen by Clayton County Commissioners, and one to be agreed upon by both the Government and Clayton County Commissioners. If the parties are unable to reach agreement as to who should sit as the third Panel member, the parties agree the FAA Office of Dispute Resolution for Acquisitions (ODRA) shall pick the third panel member.

Both parties to this contract may submit to the arbitrations panel whatever information in support of their respective positions they view appropriate and or applicable for the panel's consideration. Each party is to also concurrently provide the other with a copy of the information they provide the panel. One supplemental submission may also be made. Said supplemental submission must address the issues or concerns identified by an opposing party's first submission.

All parties to this contract agree they will be able to provide written answers to interrogatories presented by the arbitration panel collectively or its members individually.

A failure to concurrently submit copies is deemed an expression of bad faith, and the panel may draw what inferences it considers appropriate there from. Likewise, a failure to provide complete or timely responses to interrogatories will be deemed bad faith and the panel may draw what inferences it considers appropriate.

ARTICLE VIII – Funds Availability

Clayton County Commissioners certifies that arrangements for sufficient funding appropriations have been made for payments for the estimated costs set forth above, plus 10%.

ARTICLE XIX – Construction of the Agreement

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

ARTICLE XI – Protection of Information

The parties agree 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 XII - Liability

To the extent permitted by law, Clayton County Commissioners 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 XIII - Damage to FAA Property

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

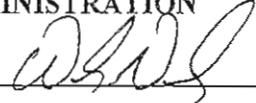
ARTICLE XIV - Entire Agreement

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.

**CLAYTON COUNTY
COMMISSIONERS**

**FEDERAL AVIATION
ADMINISTRATION**

BY _____

BY  _____

TITLE _____

FAA Contracting Officer

DATE _____

DATE 7 Sept 07 _____