

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/03/11

Contract/Lease Control #: C11-1843-AP

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY BCC

Lessor/Owner: FDOT

Effective Date: 05/28/2010

Expiration Date: INDEFINITE

Description of Contract/Lease: EASEMENT FOR OVERPASS & WATER RETENTION

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

Filed 4/27/10

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____

Tracking Number: 169-10

Contractor/Lessee Name: FDOT

Purpose: Easement for Over pass, Water Retention

Date/Term: Indefinite

1. ☒ GREATER THAN \$50,000

Amount: \$100,000.00 (Renne)

2. ☐ GREATER THAN \$25,001

Department: Airport

3. ☐ \$25,000 OR LESS

Dept. Monitor Name: G. Donovan

Purchasing Review

Procurement requirements are met:


Contracts & Lease Coordinator

Date: 4/15/10

Risk Management Review

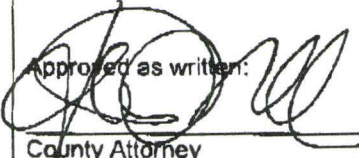
Approved as written:


Risk Management Director

Date: 4/19/10

County Attorney Review

Approved as written:


County Attorney

Date: 4/27/10

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager

Date: _____

**AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
OKALOOSA COUNTY, FLORIDA**

THIS AGREEMENT is by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "DEPARTMENT") and OKALOOSA COUNTY, FLORIDA (the "COUNTY").

RECITALS

WHEREAS, DEPARTMENT has undertaken a project (Fin. Proj. ID 220231-1-52-01) described as SR 85, From General Bond Boulevard to Okaloosa Airport (Br. Nos. 570145, 570148 and 570149)("SR85/SR123 Project"), consisting of, among other things, the construction of a highway overpass, associated storm water retention basins and the widening of existing roads on property for which DEPARTMENT has been granted an easement by The United States of America, acting by the Secretary of the Air Force ("Eglin AFB"), and for which project DEPARTMENT sought and received a General Permit (46-0217622-003-RG) from State of Florida Department of Environmental Protection ("FDEP") for stormwater discharge;

WHEREAS, COUNTY operates Northwest Florida Regional Airport ("Airport") on property leased by Eglin AFB to COUNTY under a lease agreement with an effective date of July 30, 2007 for the operation of an airport terminal, and the construction, development, operation and maintenance of a fuel farm along with, among other things, support facilities for rental car agencies;

WHEREAS, as part of the construction of support facilities for rental car agencies, COUNTY sought and received a General Permit (46-0158480-005-RG) from FDEP in 2006 and a permit from Okaloosa County Growth Management in 2007, for stormwater discharge facilities;

WHEREAS, as part of its permitted facilities, COUNTY provided treatment in Pond "D" (as the same was identified in COUNTY's submission to Okaloosa County Growth Management and as shown on Exhibit A to this Agreement) for runoff from 0.3 acres of impervious area (0.5 ac. total area) on DEPARTMENT's right of way ("Permitted Area") at the entrance of the airport encompassing, without limitation, Ramp "F", as identified and shown on the plans for the SR85/SR123 Project; and

WHEREAS, DEPARTMENT desires to maintain the permitted status of the Permitted Area for as long as DEPARTMENT has the use and enjoyment of the Permitted Area, and COUNTY is willing to maintain treatment in Pond "D" for the runoff from the Permitted Area.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, DEPARTMENT and COUNTY agree as follows:

1. The recitals contained in the Whereas clauses above are true and correct, and incorporated in this Agreement.
2. For so long as COUNTY has a property interest in Pond "D", COUNTY shall maintain Pond "D", as shown on Exhibit A, for the treatment of runoff from the Permitted Area so that the Permitted Area retains its permitted status.

3. If the COUNTY reconfigures Pond "D", no longer has a property interest in Pond "D" while continuing to operate Airport, or redesigns and provides alternative means, features or structures to provide for stormwater treatment, then COUNTY shall ensure that the runoff as described in paragraph 2 above is treated so that the Permitted Area retains its permitted status.
4. COUNTY shall perform such maintenance activities as required by law and regulation to maintain Pond "D" and any alternative stormwater facilities such that the permitted status of the Permitted Area is unaffected and retained.
5. If at any time the COUNTY shall cease to operate Airport and DEPARTMENT shall continue to require the permitted status of the Permitted Area, then COUNTY shall cooperate with DEPARTMENT and exert best efforts to ensure that the permitted status is maintained.
6. As full and complete consideration for COUNTY's performance under this Agreement, DEPARTMENT shall make a one-time payment of \$100,000.00 to COUNTY within 40 days after the receipt of COUNTY's invoice.
7. Environmental Pollution: Execution of this Agreement constitutes a certification by the County that it will comply with all applicable environmental regulations including the securing of any applicable permits. The County will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.
8. Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the County.
9. When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the County constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the County, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right of remedy available to the Department with respect to such breach or default.
10. How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
11. State Law: Nothing in the Agreement shall require the County to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the County will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the County to the end that the intent of this Agreement shall be carried out.

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12. This Agreement shall be construed consistently with the Eglin AFB's grants of easement to DEPARTMENT with respect to the Permitted Area, and the COUNTY's lease agreement for Airport with Eglin AFB, as the latter may be modified or amended as of the date of full execution of this Agreement.

Nothing in this Agreement shall require the County to observe or enforce compliance with any provision thereof, perform any other act or do any other thing: that constitutes a breach or default of the lease agreement with Eglin AFB in force on the date of full execution of this Agreement; or, that is in contravention of any applicable rule or regulation of Eglin AFB applicable to COUNTY by virtue of the lease agreement. Provided, that if any of the provisions of the Agreement constitutes a breach or default of the lease agreement or violate any applicable rule or regulation, COUNTY will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the County to the end that the intent of this Agreement shall be carried out.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

14. Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

15. Restrictions on Lobbying:

a. Federal: The County agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the County, to any person for influencing or attempting to influence any officer or employee of any federal County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the County to any person for influencing or attempting to influence an officer or employee of any federal County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

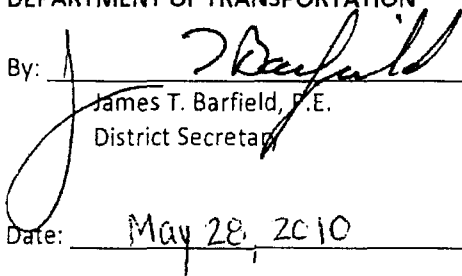
b. State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state County.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

INTENDING TO BE BOUND, the parties have executed this Agreement by their duly authorized officers on the dates set forth below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

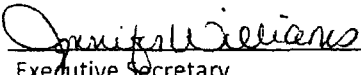
By:


James T. Barfield, P.E.
District Secretary

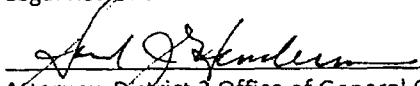
Date:

May 28, 2010

Attest:


Executive Secretary

Legal Review:


Attorney, District 3 Office of General Counsel

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By:


Wayne Harris
Chairman

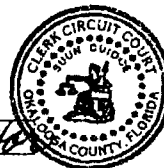


Date:

May 4, 2010

Attest:


Title: Finance Director



(Optional) Legal Review:

EXHIBIT A

Agreement Between
State of Florida Department of Transportation
And
Okaloosa County, Florida

