

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/25/2007

Contract/Lease Control #: C07-1554-PWI-143

Bid #: N/A

Contract/Lease Type: AGREEMENT/MOU

Award to/Lessee: HURLBURT 1ST SOW

Lessor:

Effective Date: 9/21/2007

Amount: \$25,000

Term/Expires: INDEFINITE

Description of Contract/Lease: HURLBURT TRAFFIC LIGHT SERVICE & MAINTENANCE

Department Manager: PUBLIC WORKS

Department Monitor: 689-5772

Monitor's Telephone #: 689-5715

Monitor's Fax #:

Date Closed:

MEMORANDUM OF
UNDERSTANDING BETWEEN
1ST SPECIAL OPERATIONS WING, HURLBURT FIELD, FLORIDA
AND
OKALOOSA COUNTY, FLORIDA

WHEREAS, the 1st Special Operations Wing is responsible for traffic and safety on Hurlburt Field, Florida; and,

WHEREAS, the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Transportation Division, Title 23, U. S. Code Section 109(d), 114(a), 217, 315 and 402(a), 23 CFR 1204.4, 49 CFR 1.48(b) (8), 1.48(b) (33), and 4.48(c) (2), Part 1 Placement Authority 1A-3-1, page 1A-3 state traffic control devices shall be placed only by the authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic; and,

WHEREAS, the Land Development Code, Ordinance No. 91-1, effective February 8, 1991, Okaloosa Planning Commission states: "all construction or reconstruction of roads in the county must be in accordance with requirements of this ordinance. It is the responsibility of the developer to provide median cuts, driveways, stacking and turning lanes and the like for his development";

NOW THEREFORE, to delineate the procedures to be used by Okaloosa County and the 1st Special Operations Wing for services, maintenance, and/or modifications which may be required from time to time of the existing traffic signals at the intersections of Cody Avenue at State Road 30; Martin Luther King Jr. Boulevard and Buege Boulevard; Cody and Independence Road / McMillan Street; Cody and Simpson Avenue / Lukasik Avenue; Independence and Loop Road / Brimms Road; Independence Road and Lielmanis Avenue; Independence and Golf Course Road; and Tully Street and McClean Street Okaloosa County and the 1st Special Operations Wing enter into this Memorandum of Understanding.

1. Responsibilities:

a. The 1st Special Operations Wing will utilize the Okaloosa County Traffic Operations Office for services, maintenance, and/or modifications to the traffic signals at the intersections of Cody Avenue at State Road 30; Martin Luther King Jr. Boulevard and Buege Boulevard; Cody and Independence Road / McMillan Street; Cody and Simpson Avenue / Lukasik Avenue; Independence and Loop Road / Brimms Road; Independence Road and Lielmanis Avenue; Independence and Golf Course Road and Tully Street and McClean Street on Hurlburt Field.

b. The 1st Special Operations Wing will comply with the Land Development Code, Ordinance No. 91-1. The 1st Special Operations Wing will only provide funds through the use of this Memorandum of Understanding for services, maintenance, and/or modifications which are directly associated with providing access to Hurlburt Field at the

CONTRACT: HURLBURT TRAFFIC
SIGNAL MAINTENANCE & SERVICE
CONTRACT NO.: C07-1554-PWI-143
HURLBURT 1ST SOW
EXPIRES: INDEFINITE

intersections of Cody Avenue and State Road 30; Martin Luther King Jr. Boulevard and Buege Boulevard; Cody and Independence Road / McMillan Street; Cody and Simpson Avenue / Lukasik Avenue; Independence and Loop Road / Brimms Road; Independence Road and Lielmanis Avenue; Independence and Golf Course Road and Tully Street and McClean Street on Hurlburt Field.

c. Okaloosa County shall perform preventative maintenance inspections (PMIs) on the traffic lights, warning lights, and pedestrian walk lights at the intersections of Cody Avenue and State Road 30; Martin Luther King Jr. Boulevard and Buege Boulevard; Cody and Independence Road / McMillan Street; Cody and Simpson Avenue / Lukasik Avenue; Independence and Loop Road / Brimms Road; Independence Road and Lielmanis Avenue; Independence and Golf Course Road and Tully Street and McClean Street on Hurlburt Field.

d. The maintenance work performed by Okaloosa County shall consist of twelve (12) regular PMIs per year, plus all services prior to and subsequent to regular PMIs during the term of the Memorandum of Understanding. Work performed shall be IAW manufacturers' recommendations and best commercial practices and shall include but not limited to cleaning, oiling, adjusting, and replacing of parts where needed, and keeping machines in good operational condition, except repairs necessitated by fire, abuse, negligence or Acts of God.

e. Okaloosa County shall service traffic signal within one (1) working hour of receipt of call for service.

f. Okaloosa County shall coordinate all work with the 1st Special Operations Civil Engineer Squadron, Maintenance Engineering Section, prior to, and after completion of, inspections and during all service calls.

g. Okaloosa County shall submit all estimates of cost for all services, maintenance, and/or modifications performed under this Memorandum of Understanding to the 1st Special Operations Civil Engineer Squadron, Maintenance Engineering Section, for review/approval prior to commencement of any work whenever possible, or otherwise within a reasonable time after performing such work. A submission under this paragraph may be oral or in writing.

h. Okaloosa County shall submit a written PMI cost proposal to the 1st Special Operations Civil Engineer Squadron, Maintenance Engineering Section, by 1 June of each year for review/approval. Okaloosa County shall exempt the 1st Special Operations Wing from payment of fees associate with all other work accomplished under authority of this Memorandum of Understanding until such work is complete.

i. Okaloosa County shall bill the 1st Special Operations Wing direct for work accomplished under the authority of this Memorandum of Understanding.

j. Bills reflecting the total cost to include materials, labor, and equipment will be forwarded to:

1 SOCES/CERF
415 Independence Road
Hurlburt Field FL 32544-5244

k. All coordination, notices and approvals required under this Memorandum of Understanding will be forwarded to:


1 SOCES/CEOE
415 Independence Road
Hurlburt Field FL 32544-5244

1. The 1st Special Operations Civil Engineer Squadron, Maintenance Engineering Section, will be responsible for verification of all cost associated with the services, maintenance, and/or modifications performed pursuant to this Memorandum of Understanding. If the 1st Special Operations Civil Engineer Squadron deems the submitted cost to represent the fair market value of the services, maintenance, and/or modifications provided, the costs will be certified for payment subject to availability of funds.

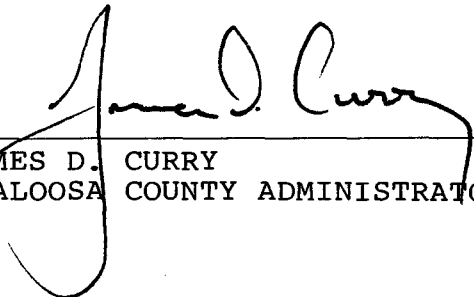
2. Effective Date: This Memorandum of Understanding is effective when signed by the Commander, 1st Special Operations Wing, and a duly authorized official for Okaloosa County.

3. Duration of Agreement: This agreement shall remain in effect until either the 1st Special Operations Wing or Okaloosa County chooses to terminate, in writing, this Memorandum of Understanding.

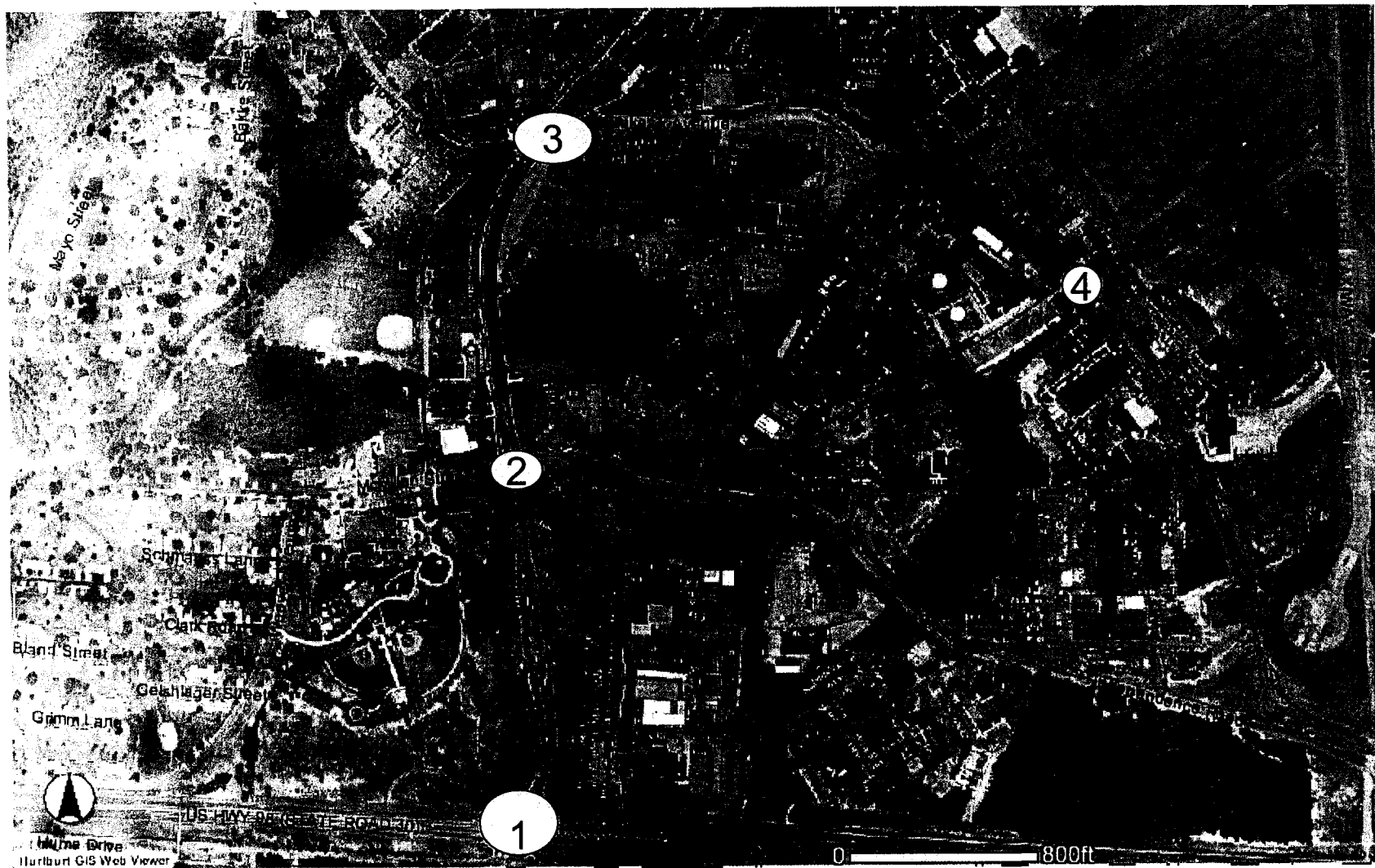
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND BY AUTHORITY
OF THE SECRETARY OF THE AIR FORCE THIS 5TH DAY OF
SEPT 2007.


MARSHALL B. WEBB
Colonel, USAF
Commander, 1st Special Operations Wing

The above responsibilities are hereby accepted this 21st day of September 2007

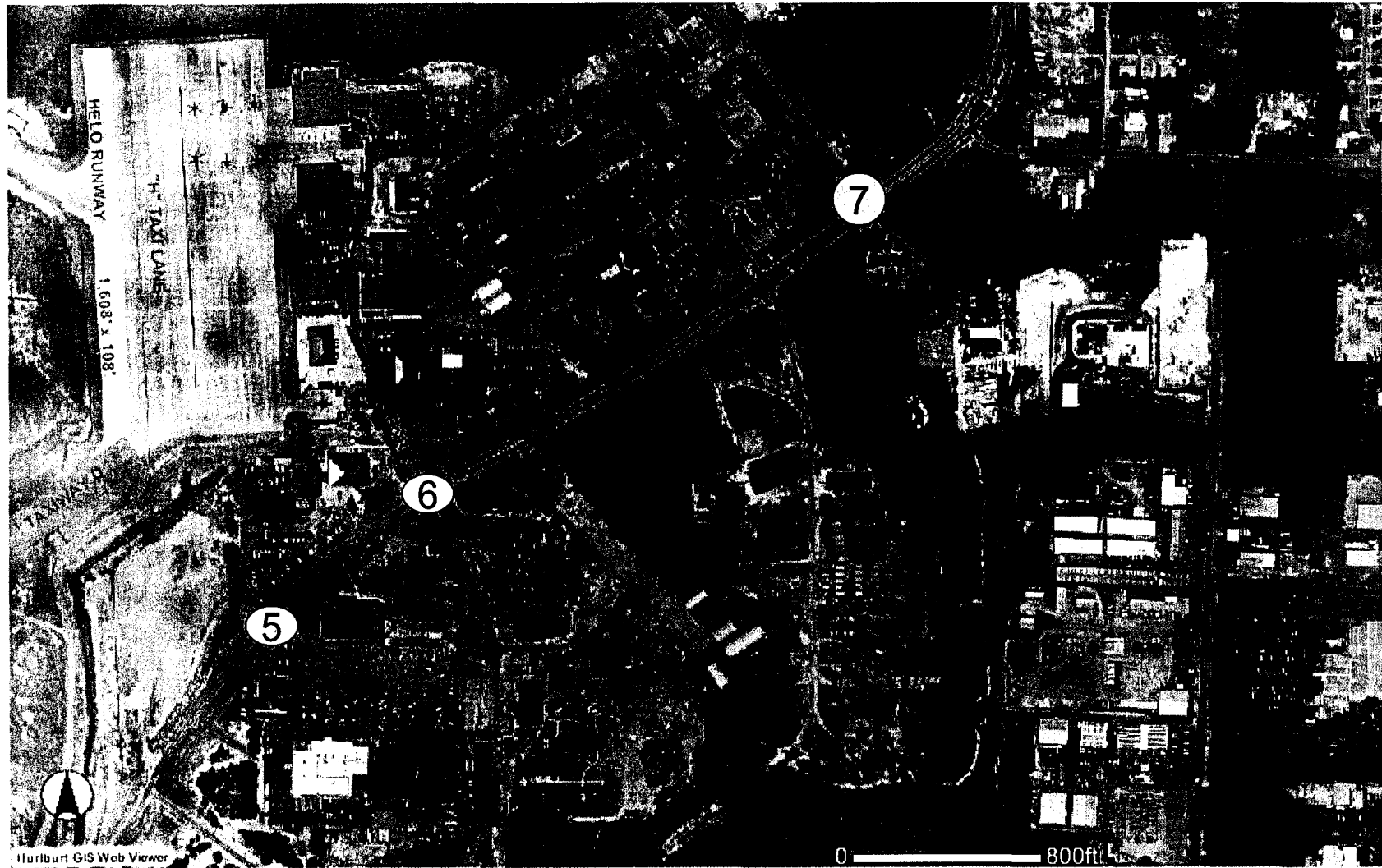


JAMES D. CURRY
OKALOOSA COUNTY ADMINISTRATOR



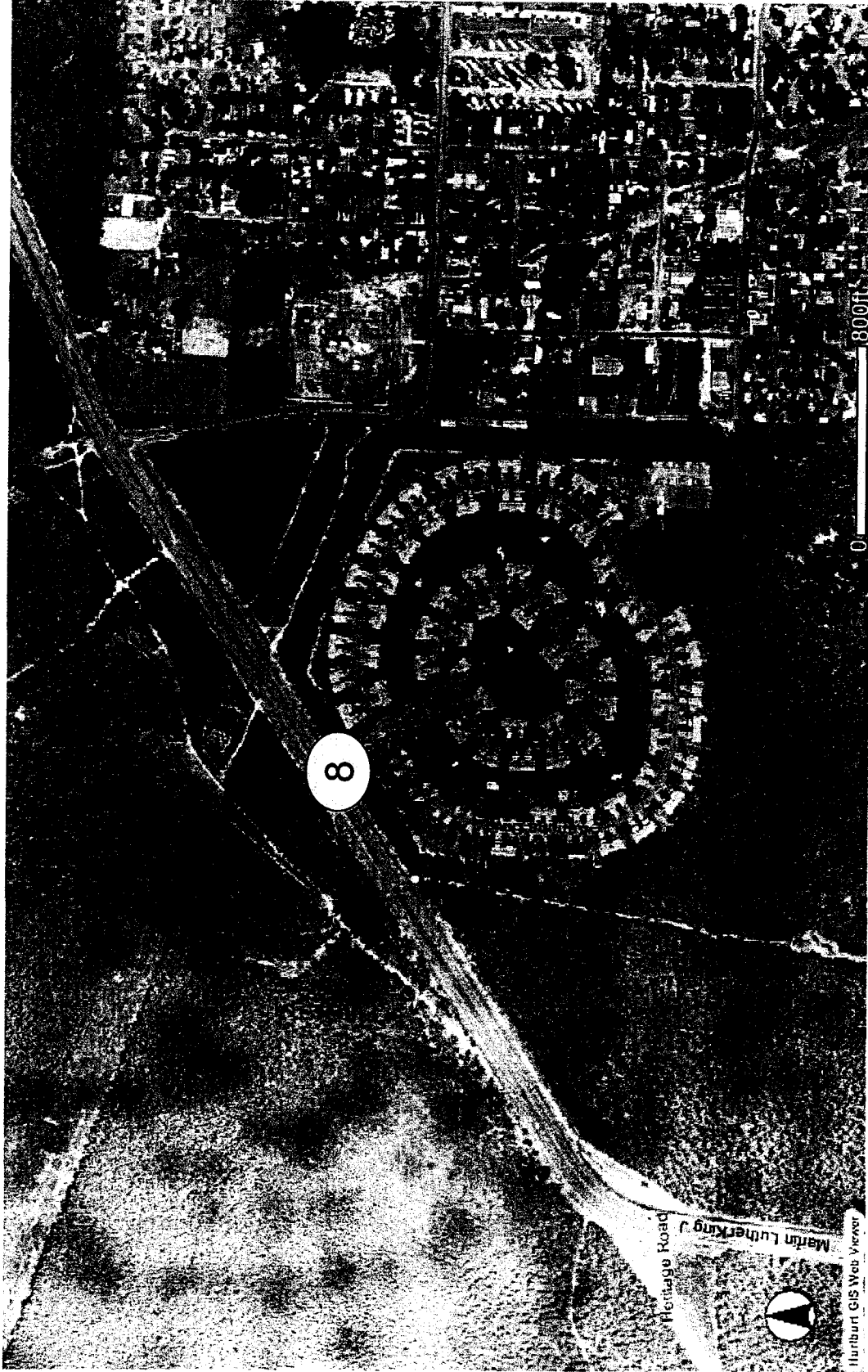
HURLBURT FIELD WEST SIDE

1. State Rd 30 and Cody Ave.
2. Cody Ave and Independence Rd / McMillan St.
3. Cody Ave. and Simpson Ave. / Lukasik Ave.
4. Tully St. and McClean St. (fuel truck crossing signal)



HURLBURT FIELD – EAST SIDE

- 5. Independence Rd. & Lielmanis Ave
- 6. Independence Rd and Loop Rd / Brimms Rd
- 7. Independence Rd and Golf Course Rd. (emergency signal)



COMMANDO VILLAGE

8. Martin Luther King Jr. / Beuge Blvd.



DEPARTMENT OF THE AIR FORCE
1ST SPECIAL OPERATIONS WING (AFSOC)
HURLBURT FIELD FLORIDA



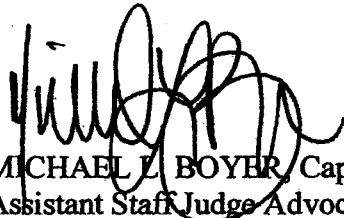
21 August 2007

MEMORANDUM FOR 1 SOW/CC

FROM: 1 SOW/JA

SUBJECT: MOU between 1 SOW and Okaloosa County

1. I have reviewed the Memorandum of Understanding (MOU) between 1 SOW, Hurlburt Field, and Okaloosa County, Florida and find it legally sufficient.
2. **BACKGROUND.** The existing MOU from 1997 between 1 SOW and Okaloosa County is outdated. The MOU from 1997 identifies the wing as the 16th, lists an Air Force Regulation that was rescinded in 2001, and lists only three traffic control devices. Therefore, in order to update the MOU, the following changes have been made: 1) all wing and squadron identifiers have been updated to read 1st Special Operations; 2) paragraph referencing rescinded Air Force Regulation has been removed; and 3) the list of traffic control devices is expanded to include all current devices on Hurlburt Field.
3. **LAW.** The authorities which control MOU's and other such agreements are AFI 25-201, *Support Agreements Procedures*, and DoDI 4000.19.
4. **DISCUSSION.** The proposed addendum meets all the above requirements. The addendum clearly defines its purpose and sufficiently spells out the duties and responsibilities of both parties entering this agreement. Furthermore, the revisions to the current MOU are appropriate and necessary to cover the intentions and needs of both parties.
5. **RECOMMENDATION.** I recommend approval of the MOU. If you should have any further questions, please call me at 884-7821.


MICHAEL J. BOYER, Capt, USAF
Assistant Staff Judge Advocate