

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/25/14

Contract/Lease Control #: L11-0378-AP

Bid #: NA Contract/Lease Type: REVENUE

Award To/Lessee: FAA (DTFAEN-11-L-00087)

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2019

Description of Contract/Lease: OFFICE SPACE "SMALL LEASE" @ BSAP

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

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

Date Closed: _____

REPLACES ...L# 89-0119-AP, FAA (DTFASO-07-L-00089), FLIGHT SERVICE STATION @ BSAP, EXPIRING 09/30/2011

Cc: Finance Dept Contracts & Grants Division

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/16/2019

Contract/Lease Control #: L11-0378-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: FAA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2029

Description of Contract/Lease: OFFICE SPACE "SMALL LEASE" @ BSAP

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 211-0378 AP Tracking Number: 3132-18
Procurement/Contractor/Lessee Name: FAA Grant Funded: YES ___ NO X
Purpose: Office Space
Date/Term: 9-30-29 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Orlita Mason Date: 9-24-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal

Grants Coordinator Danielle Garcia Date: _____

Risk Management Review

Approved as written: see email attached

Risk Manager or designee Laura Porter or Krystal King Date: 4-4-16

County Attorney Review

Approved as written: see email attached

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 4-15-19

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Thursday, April 04, 2019 12:56 PM
To: Dave Miner
Cc: DeRita Mason; Allyson Oury
Subject: RE: FAA Lease Renewal for Coordination

Great...this is approved by risk.

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, April 4, 2019 12:12 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: FW: FAA Lease Renewal for Coordination

Karen:

The flight service station is not manned, please see below.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 15, 2019 3:28 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: FAA Lease Renewal for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, April 4, 2019 8:03 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: FAA Lease Renewal for Coordination

Please review the attached.

From: Dave Miner
Sent: Wednesday, April 03, 2019 3:47 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: FAA Lease Renewal for Coordination

DeRita:

We received the attached FAA BSAP FSS Lease today. Please continue the coordination process.
Thank you.

Dave

David E. Miner
Properties and Leases

CONTRACT#: L11-0378-AP
FAA
OFFICE SPACE "SMALL LEASE: @ BSAP
EXPIRES: 09/30/2029

ANTENNA AND EQUIPMENT SPACE LEASE

Between

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

And

Board of Commissioners, Okaloosa County

Lease No. 69435Z-19-L-00001
CEW RCO, Crestview, FL

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between Board of Commissioners, Okaloosa County, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Superseding Lease (JAN 2015)

This Lease supersedes DTFAEN-11-L-00087 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (JAN 2017) - Alternate I (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Approximately 1,195 square feet of space at Bob Sikes Airport, Okaloosa County, Crestview, Florida as identified in Exhibit "A" attached hereto.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2019 and continuing through September 30, 2029 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JAN 2017) - Alternate II (JUL 2017)

The Government shall pay the Lessor rent for the premises in the amount of \$7,800.00 (Seven-thousand eight-hundred) per annum, payable as follows: \$7,800.00 payable to Board of Commissioners, Okaloosa County at the

monthly rate of \$650.00 (Six-hundred-fifty dollars). Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

6.3.2.5-1-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 lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

6.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance (OCT 1996)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a

contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

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 Lease, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations (JAN 2017)

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, with approval from the lessor, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor 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 - Real Property by Reference (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.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

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 Lease 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 Lease. Based on a written demand received by the RECO, the Government will

review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease 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 Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

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 Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect, Lessor 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 Lessor under this Lease, 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 lease 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 Lease, 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.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes - Real Property by Reference (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323,

Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES – Not Applicable

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-2 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. ELECTRICITY

B. GROUND MAINTENANCE

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES – Not Applicable

SECTION 9 - SECURITY CLAUSES – Not Applicable

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:

Board of Commissioner, Okaloosa County
1250 North Eglin Parkway, Suite 100
Shalimar, FL 32579

TO THE GOVERNMENT:

Federal Aviation Administration
Eastern Service Area Real Estate Branch, AAQ-910
1701 Columbia Avenue
College Park, GA 30337

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

Board of Commissioners, Okaloosa County


By: 

Print Name: Charles K. Windes

Title: Chairman

Date: 5/9/19

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

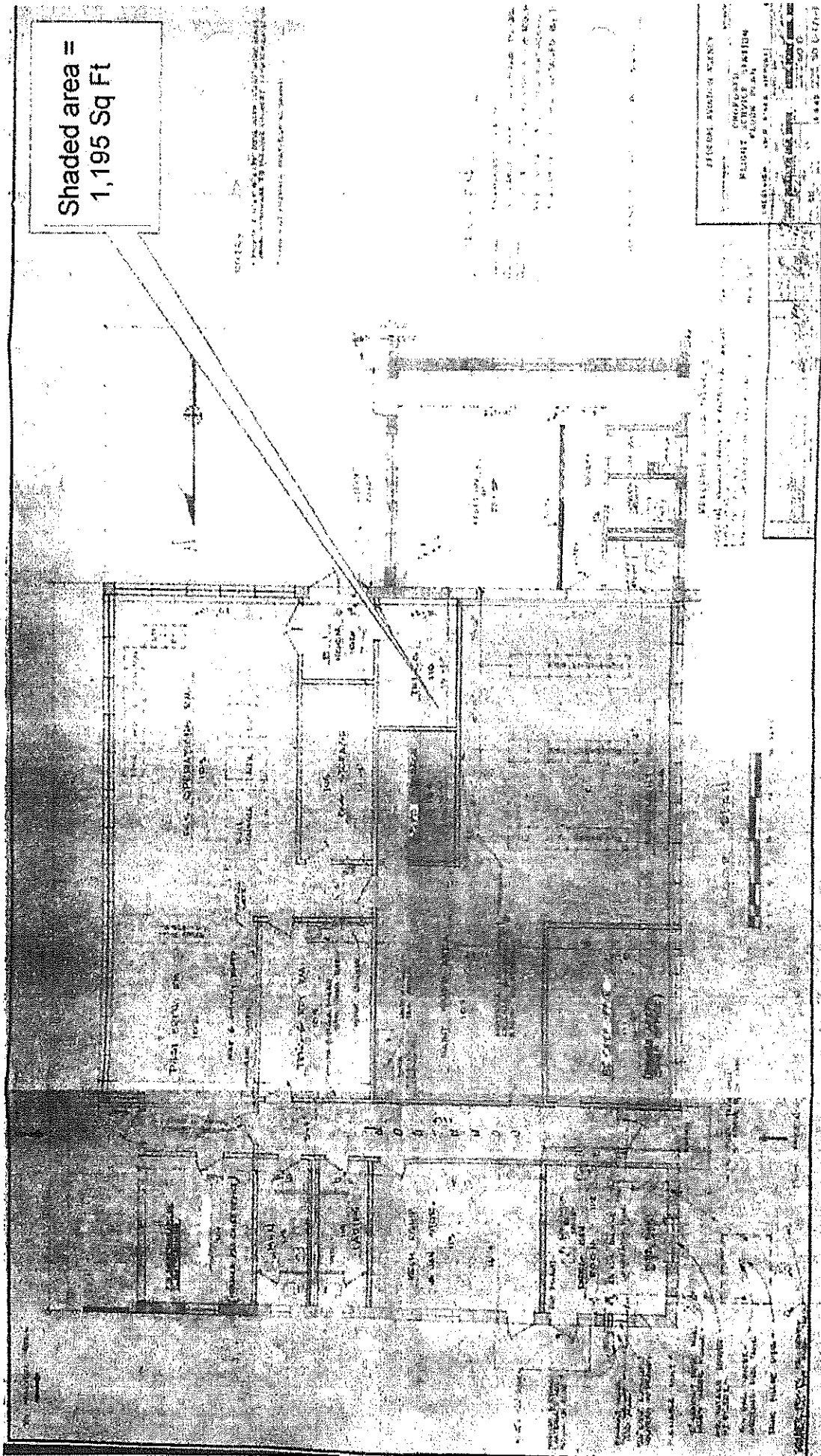
By: 

Print Name: Rickey Bailey

Title: Real Estate Contracting Officer

Date: 5/29/19

Exhibit "A"

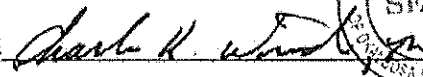


PUBLIC AUTHORIZATION CERTIFICATE

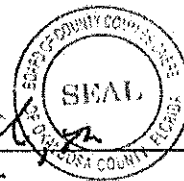
If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I Charles K. Windes, Jr. certify that I am the Chairman of the Board of County Commissioners, Okaloosa County, Florida named in the foregoing agreement; and that Charles K. Windes, Jr. who signed said agreement on behalf of the Board of County Commissioners Okaloosa County, Florida was then Chairman of said Board of County Commissioners, Okaloosa County, Florida; that said agreement was duly signed for and on behalf of the Board of County Commissioners, Okaloosa County, Florida by authority of its governing body, and is within the scope of its powers.

Signed

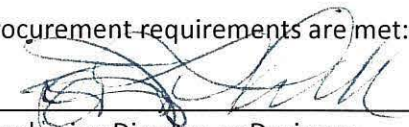


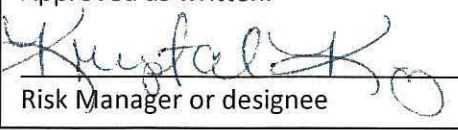
Charles K. Windes, Jr.
Chairman

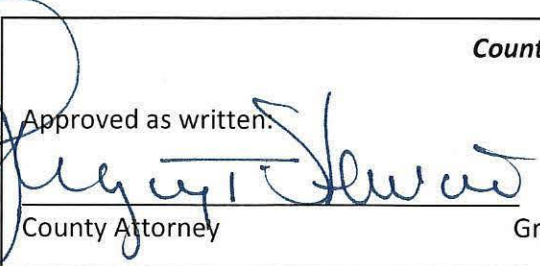


CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L11-0378-AP</u>	Tracking Number: <u>1094-14</u>
Contractor/Lessee Name: <u>FAA DTFA EN-11-L-0087</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Extension</u>	
Date/Term: <u>9/30/19</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$6,414.00 /annually</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Harman/Moran</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
	Date: <u>8-28-14</u>
Purchasing Director or Designee	Joanne Kublik

Risk Management Review	
Approved as written:	
	Date: <u>8-28-14</u>
Risk Manager or designee	Krystal King

County Attorney Review	
Approved as written:	
	Date: <u>9-2-14</u>
County Attorney	Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

TO Dave 9/2/14

Supplemental Agreement Number: 2
 Contract #: DTFAEN-11-L-00087



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

**LEASE # L11-0378-AP
 FAA (DTFAEN-11-L-00087)
 OFFICE SPACE "SMALL LEASE" @ (BSAP)
 EXPIRES: 09/30/2019**

SUPPLEMENTAL LEASE AGREEMENT

1a. Building Name Bob Sikes Airport	1b. Building Address 1701 Highway 85 North	
1c. City Eglin Air Force Base	1d. State FL	1e. Zip Code 32542

THIS AGREEMENT, made and entered into and between BOARD OF COMMISSIONERS, OKALOOSA COUNTY whose address is 1701 Highway 85 North, Eglin AFB, FL 32542 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, herein after called the Government:

WHEREAS, the parties hereto desire to amend the above Lease effective as of OCTOBER 1, 2014.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

3. TERM - To have and to hold, for the term commencing on OCTOBER 01, 2014 and continuing through SEPTEMBER 30, 2019 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is, - is not required to sign this document and return 3 copies to the issuing office.

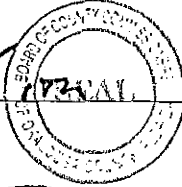
Supplemental Agreement Number: 2
Contract #: DTFAEN-11-L-00087

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY

Charles B. ...
Signature

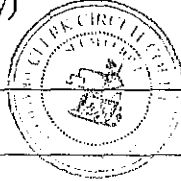


Chair
Title

9/19/14
Date

IN THE PRESENCE OF (witnessed by)

Ray J. Stanford
Signature



1804 Lewis Turner Blvd., FWB, FL 32547
Address

UNITED STATES OF AMERICA:

BY

Signature

Contracting Officer

Title

Date

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/28/11

Contract/Lease Control #: L11-0378-AP

Bid #: NA Contract/Lease Type: REVENUE

Award To/Lessee: FAA (DTFAEN-11-L-00087)

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2014

Description of Contract/Lease: OFFICE SPACE "SMALL LEASE" @ BSAP

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

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

Date Closed: _____

**REPLACES ...L# 89-0119-AP, FAA (DTFASO-07-L-00089), FLIGHT SERVICE STATION
@ BSAP, EXPIRING 09/30/2011**

Cc: Finance Dept Contracts & Grants Division

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE MAR 13 2012
	TO LEASE NO. DTFAEN-11-L-00087 RCO/RTR	

ADDRESS OF PREMISES:

Board of Commissioners, Okaloosa County
1701 Highway 85 North
Eglin Air Force Base, Florida 32542

THIS AGREEMENT, made and entered into this date by and between

whose address is:

Board of Commissioners, Okaloosa County
101 E. James Lee Blvd., Rm. 115
Crestview, Florida 32536

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from **7:00 a.m.** to **7:00 p.m.** except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

**LEASE # L11-0378-AP
FAA (DTFAEN-11-L-00087)
OFFICE SPACE "SMALL LEASE" @ (BSAP)
EXPIRES: 09/30/2014**

02-21-12A10:39 RCVD

ELECTRICITY

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL – **To be performed by FAA technicians.**

CHILLED DRINKING WATER

HVAC 68 to 74 DEG. F

GROUND MAINTENANCE

WINDOW WASHING Frequency washed twice yearly.

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is required to sign this document and return 4 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date

LESSOR: Board of Commissioners, Okaloosa County

BY



(Signature)





(Title)

IN THE PRESENCE OF (witnessed by:)



(Signature)

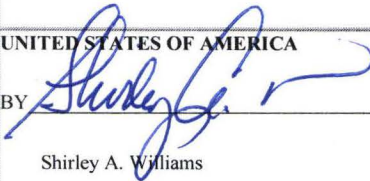


302 North Wilson St., Crestview, FL 32536

(Address)

UNITED STATES OF AMERICA

BY



Shirley A. Williams

Real Estate Contracting Officer

(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595



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

Eastern Logistics Service Area
Logistics Division
Real Estate & Utilities Group
ASO-53

P.O Box 20636
Atlanta, Georgia 30320-0636

Jon

*Don -
Pls send orig to
to Brenda w copy to
Jack. Keep y for
file*

[Signature]

March 15, 2012

Mr. Jon Morris, C.M.
Board of Commissioners, Okaloosa County
1701 Highway 85 North
Eglin Air Force Base, Florida 32542

Dear Mr. Morris:

Enclosed for your records is a fully executed duplicate original of Federal Aviation Administration (FAA) Supplemental Lease Agreement (SLA) No. **DTFAEN-11-L-00087**.

Your cooperation in the completion of this agreement is appreciated.

Sincerely,

[Signature of Shirley A. Williams]

Shirley A. Williams
Real Estate Contracting Officer
Federal Aviation Administration

Enclosure

e-mailed 1/30/12
OK

EXHIBIT D

RECEIVED JAN 28 2012

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: L2 378 Tracking Number: 385-12

Contractor/Lessee Name: FAA

Purpose: Amend # 1 to item # 6 Service of Utilities

Date/Term: 9/30/2014 1. GREATER THAN \$50,000

Amount: N/A 2. GREATER THAN \$25,001

Department: Airport 3. \$25,000 OR LESS

Dept. Monitor Name: G. Donovan

Purchasing Review

Procurement requirements are met: [Signature] Date: 1/23/12

Contracts & Lease Coordinator

Risk Management Review

Approved as written: [Signature] Date: 1-24-12

Risk Management Director

County Attorney Review

Approved as written: [Signature] Date: 1/30/12

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____

Contracts & Grants Manager

3/3/11

Dave,
Coordination Complete
Jed

EXHIBIT E

2-22-11

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: _____ Tracking Number: 259-11

Contractor/Lessee Name: FAA Small Lease for Rent Property

Purpose: office space @ the Bob Sikes Airport

Date/Term: Sept 30, 2014

GREATER THAN \$10,000
 \$10,000 OR LESS

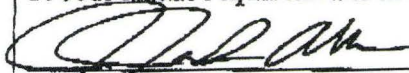
Amount: \$6,414.00 per year

Department: Airports

Dept. Monitor Name: David Mincer

Purchasing Review

Procurement requirements are met:



Date: 2/22/11

Contracts/Lease Coordinator

Risk Management Review

Approved as written:

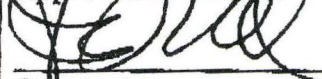


Date: 2-23-11

Risk Management Director

County Attorney Review

Approved as written:



Date: 3/3/11

County Attorney

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Date: _____

Contracts & Grants Manager

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION
ADMINISTRATION

SMALL LEASE for REAL PROPERTY

DTFAEN-11-L-00087
Crestview, Florida 32536

1. THIS LEASE (9/98), entered into by and between **BOARD OF COMMISSIONERS, OKALOOSA COUNTY** whose interest in the property hereinafter described is that of **1701 Highway 85 North, Eglin Air Force Base, Florida 32542** hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: approximately 1,195 square feet of space at Bob Sikes Airport, Okaloosa County, Crestview, Florida.

3. TERM (1/01) - To have and to hold, for the term commencing on **October 01, 2011** and continuing through **September 30, 2014** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease **Lease No: DTFASO-07-L-00089**, which expires on **September 30, 2011**.

3a. Option(s) to Extend Term (7/07) -The lease may, at the option of the Government, be extended beyond **September 30, 2014** at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond **September 30, 2014**. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after **September 30, 2014** by giving at least **30 days** notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$6414.00 per year will be payable to the LESSOR in arrears and will be due on the first workday of each month, (\$534.50) without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated.

Checks will be made payable to: **Board of Commissioners, Okaloosa County**
101 E. James Lee Blvd., Rm. 115
Crestview, Florida 32536

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from **7:00 a.m.** to **7:00 p.m.** except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

ELECTRICITY

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL - Daily

CHILLED DRINKING WATER

HVAC 68 to 74 DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.

GROUND MAINTENANCE

WINDOW WASHING Frequency washed twice yearly.

CARPET CLEANING Frequency daily vacuuming and shampooed twice yearly.

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

7. GENERAL CLAUSES:

- a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.
- b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.
- c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room
323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or (2) If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

m. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

DEFAULT BY LESSOR (10/96)

COMPLIANCE WITH APPLICABLE LAWS (10/96)

OFFICIALS NOT TO BENEFIT (10/96)

COVENANT AGAINST CONTINGENT FEES (8/02)

ANTI-KICKBACK (10/96)

EXAMINATION OF RECORDS (10/96)

ASSIGNMENT OF CLAIMS (10/96)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

Federal Aviation Administration
DTFAEN-11-L-00087
CCT

INTEGRATED AGREEMENT (10/96)

EQUAL OPPORTUNITY (10/96)

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM

ERA VETERANS (10/96)

AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07)

CCR (10/06)

EFT(10/06)


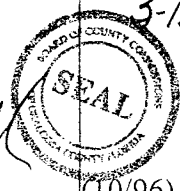
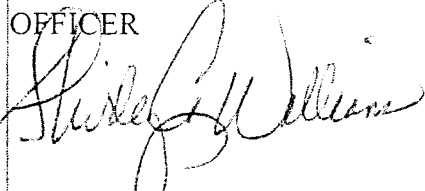
n. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate or have remediated, with no cost to the Government, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities. (10/96)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

<p>9a. NAME AND TITLE OF LESSOR/OWNER <i>(Type or Print)</i></p> <p>JAMES CAMPBELL CHAIRMAN OF BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY FLORIDA</p>	<p>9b. SIGNATURE OF OWNER</p> 	<p>9c. DATE</p> <p>3-15-11</p>  <p>(10/96)</p>
<p>THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA</p>		
<p>UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.</p>		
<p>10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i></p> <p>Shirley A. Williams</p>	<p>10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER</p> 	<p>10c. DATE</p> <p>7 April '11</p> <p>(10/96)</p>

ATTACHMENT A

for Small Lease

Lease Number

No: DTFAEN-11-L-00087

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems will be brought into compliance according to the current edition of NFPA. The building will, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station will be accomplished through the building fire alarm system. Regardless of code requirements when the leased premises (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system will be provided, maintained, and tested by the LESSOR in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, will be maintained in accordance with the manufacturers recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers will be provided, inspected, and maintained by the LESSOR in accordance with NFPA Standard No.10.

B2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the LESSOR will comply with all NFPA standards regarding use of and safety requirements for the use of halon.

B3-Indoor Air Quality (8/02)

The LESSOR will control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation will be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. The FAA HVAC Checklist will be reviewed with the Preconstruction checklist at the preconstruction meeting.

The LESSOR will promptly investigate indoor air quality (IAQ) complaints and will implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

B4-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B5-Radon (10/96)

Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B6-Refrigerants (8/02)

The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B7-Warranty Of Space (8/02)

- a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the LESSOR warrants that all leased premises to the Government under this contract, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, engineering spaces in the same ventilation zone as the leased premises, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The RECO will notify the LESSOR in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, LESSOR would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.
- b) The leased premises will be free of all asbestos-containing material, PCBs, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased premises the Government reserves the right to require the LESSOR, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the RECO.
- c) If the LESSOR fails, after receipt of notice, to make correction within the specified period of time, the Government will have the right to make correction and charge to the LESSOR the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.
- d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.
- e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the leased premises to the Government, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, public spaces, engineering spaces in the same ventilation zone as the leased premises and common use space (e.g., lobbies, hallways). Following such abatement actions, the LESSOR will adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

V. SECTION D SECURITY REQUIREMENTS

D1 Facility Security (4/09)

D1 - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

FAA Facility Security Management Program guidance describes the minimum security equipment for this facility.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

D2 - Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN)
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the QIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside QIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400

800 Independence Avenue, S.W., Room 315

Washington, D.C. 20591

Regional and Center Contracts:

None.

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

CERTIFIED TRUE
AND CORRECT COPY
DON W. HOWARD
CLERK CIRCUIT COURT

BY *Teresa Ward*
DEPUTY CLERK

DATE *June 20, 2011*



Jack Allen

From: Marcella B. Eubanks [MEubanks@clerkofcourts.cc]
Sent: Wednesday, November 09, 2011 8:50 AM
To: Jack Allen
Cc: Brenda L. Bailey
Subject: RE: Pending items
Attachments: July 5.pdf; March 15.pdf

Hi, Jack.

Any progress on the attached...thank you.

From: Jack Allen [mailto:jallen@co.okaloosa.fl.us]
Sent: Tuesday, August 30, 2011 11:23 AM
To: Marcella B. Eubanks
Cc: Brenda L. Bailey
Subject: RE: Pending items

I show them pending still. The originals have been sent to the other parties for signature.

Jack Allen, CPPB, FCCM | Purchasing Services Manager | Okaloosa County BCC | 850-689-5960 | 850-689-5998 fax
602 C N Pearl St, Crestview, Fl 32536 | jallen@co.okaloosa.fl.us | "We exist to assist"

"Ability is what you're capable of doing. Motivation determines what you do. Attitude determines how well you do it."-Lou Holtz.

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Marcella B. Eubanks [mailto:MEubanks@clerkofcourts.cc]
Sent: Tuesday, August 30, 2011 11:22 AM
To: Jack Allen
Cc: Brenda L. Bailey
Subject: Pending items

Hi, Jack.

I have a March 15, 2011 agenda item in our pending file and

a July 5, 2011 agenda item in our pending file, attached.

Do you have anything on the referenced agreements?

Thank you

*Jack Allen, CPPB
Purchasing Services Manager
Okaloosa County, Fl
850-689-5960
jallen@co.okaloosa*