

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/24/2016

Contract/Lease Control #: C17-2472-AP

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: DOT/FAA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/17/2016

Term: UPON FINAL PAYMENT

Description of Contract/Lease: NON-REIMBURSABLE AGREEMENT

Department: AP

Department Monitor: STAGE/MINER

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: tstage@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)

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FEDERAL AVIATION ADMINISTRATION

800 INDEPENDENCE AVE SW STE 1040
WASHINGTON, DC, 20591-0001,
UNITED STATES

DUNS: 928338656 CAGE Code: 81341
Status: Active

Expiration Date: 06/13/2017

Purpose of Registration: Federal Assistance Awards and Intragovernmental Transactions

Entity Overview

Entity Registration Summary

Name: FEDERAL AVIATION ADMINISTRATION
Doing Business As: F A A
Business Type: US Federal Government
Last Updated By: Tommy Warren
Registration Status: Active
Activation Date: 06/13/2016
Expiration Date: 06/13/2017

Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.53.20161012-1315

WWW9



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: New Tracking Number: 1798-16
Grant Funded: YES NO
Contractor/Lessee Name: FDOT / FAA
Purpose Non-Federal Reimbursable between FAA & County
Date/Term: FY 17-21 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: Airports 3. \$25,000 OR LESS
Dept. Monitor Name: stage/miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Coordination

Ch - Powell Date: 7/18/2016
Purchasing Manager or Designee ~~Zan Fedorak, Joanne Kublik or Charles Powell~~

Risk Management Review

Approved as written:
Krystal King Date: 7-20-16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

~~see email date 7/25/2016~~
Approved as written:
[Signature] Date: 8.25.16
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee

Following Okaloosa County approval:

Contracts & Grants

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

- See comments at bottom of next page

CONTRACT & LEASE INTERNAL COORDINATION SHEET

9-14-16

| | |
|--|--|
| Contract/Lease Number: <u>(NEW)</u> | Tracking Number: _____ |
| Contractor/Lessee Name: <u>FDOT / FAA</u> | Grant Funded: YES ___ NO ___ |
| Purpose: <u>non Federal Reimbursable Agreement</u> | |
| Date/Term: <u>FY 17 - FY 21</u> | 1. <input checked="" type="checkbox"/> GREATER THAN \$50,000 |
| Amount: _____ | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>Airports</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Stager / minor</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

Purchasing Review

Procurement requirements are met:

_____ Date: _____

Purchasing Director or designee

Risk Management Review

Approved as written:

_____ Date: _____

Risk Manager or designee

County Attorney Review

Approved as written:

_____ Date: _____

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

_____ Date: _____

Contracts & Grants Manager

Grant Funded
 Contract # AJW-FN-ESA-15-1300 (yes)
AJW-FN-ESA-16-9333 (no)
AJW-ON-ESA-16-50-000085 (no)

These Agreements were coordinated on but FAA has made some corrections in one of the agreement numbers and two of the total amounts.



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

ATO – Eastern Service Center
1701 Columbia Avenue
College Park, GA 30337

Sent
Electronically

October 16, 2016

Tracy Stage, A.A.E. Director
Okaloosa County Airports
1701 State Road 85 North
Eglin AFB, FL 32542-1413

Dear Mr. Stage:

Attached is a copy of the fully executed Reimbursable Agreement:

AJW-FN-ESA-16-7333 “Telephone Service Reimbursable Agreement for Establish FAA Contract Tower at Destin Executive Airport (DTS)”

Please forward the advance payment of \$79,707.51 to the FAA’s Accounting Operations Branch made payable to Federal Aviation Administration to the address below. Please include the Reimbursable Agreement number on the check.

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

Overnight:
FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
(405) 954-9585

It will take approximately 30 days after receipt of the full advanced payment to obtain project authorization so that the FAA activities may begin.

The closeout of a reimbursable agreement takes approximately eight months. Following completion of all terms as contained in the Reimbursable Agreement close out activities will be initiated. After close out activities are complete you will receive either a refund of any remaining monies from the prepayment or an invoice for remaining balance due. Please notify your accounting department to keep their files open until the final invoice is disbursed.

The attached agreement and subsequent receiving of funds is intended for the express activities described within the agreement and in no way implies or constitutes an acceptance into the Federal Contract Tower program.

If you have any questions or concerns, please contact Mia Murdock at (404)305-7333 or Chris Street at (404) 305-7331.

Sincerely,

JOHN H CARRAHER Digitally signed by JOHN H CARRAHER
Date: 2016.10.18 09:36:56 -04'00'

John Carraher
Acting Manager, NAS Planning and Integration - AJV-E34
Eastern Service Center

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**OKALOOSA COUNTY
DESTIN EXECUTIVE AIRPORT
DESTIN, FLORIDA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Okaloosa County (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Okaloosa County.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. This Agreement provides funding for the FAA to establish/relocate telephone service to support the Sponsor's project to Establish FAA Contract Tower at Destin Executive Airport. Costs included in this Agreement are limited to the Non-Recurring Charges (NRC) for the establishment of a new service or relocation of an existing service, 24 months of Annual Recurring Charges (ARC), and labor and

materials required to complete establishment or relocation of the telephone service. After the initial 24 months of ARC charges are incurred, the FAA will assume all future ARC costs for the remaining life of the service at no additional expense to the Sponsor. Therefore, this Agreement is titled:

Telephone Service Reimbursable Agreement for Establish FAA Contract Tower at Destin Executive Airport (DTS)

B. The FAA will perform the following activities:

1. Establish new FAA Telecommunications Infrastructure (FTI) services in the new Destin Executive Airport Traffic Control Tower (ATCT).
2. Ensure site preparation work is completed prior to Telco service installation.
3. Establish a Mission Support line.
4. Establish shout line from DTS ATCT to Eglin Radar Control Facility (ERCF).
5. Establish additional shout line from DTS ATCT to Eglin Air Force Base/Destin-Fort Walton Beach Airport (VPS) ATCT.
6. Establish FAA Flight Data Entry and Printout Service (FDAT) circuit to Jacksonville Air Route Traffic Control Center (ZJX).
7. Enter into a recurring Operations Reimbursable Agreement for the annual recurring costs for the additional shout line and FAA FDAT line.

C. The Sponsor will perform the following activities:

1. Provide a designated representative who will be readily available to the FAA during the equipment installation phase. This representative will be responsible for addressing FAA concerns to the Sponsor's contractor.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Atlanta Communications Engineering Center will perform the scope of work included in this Agreement. Lee Raines is the Atlanta Communications Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 305-7291. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Gail Edwards who can be reached at (404) 305-5182.

B. Sponsor:

Tracy Stage, A.A.E.
Airports Director
Okaloosa County Airports
1701 State Road 85 North
Eglin AFB, FL 32542-1413
(850) 651-7160

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

Not Used

ARTICLE 7. Estimated Costs

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

FTI Install

| FTI NON-LABOR | |
|--------------------------------------|--------------------|
| MSUP NRC* plus 24 months ARC* | \$35,488.00 |
| Shout Line #1 NRC plus 24 months ARC | \$25,932.00 |
| ASOS, NRC plus 3 months | \$838.00 |
| Shout Line #2 NRC* | \$2,837.00 |
| FDIO FDAT NRC* | \$1,681.00 |
| Relocate ASOS lines | \$500.00 |
| Travel | \$3,000.00 |
| Contingency | \$4,217.00 |
| Non-Labor Subtotal | \$74,493.00 |
| Non-Labor Overhead (7%) | \$5,214.51 |
| Total Non-Labor | \$79,707.51 |
| TOTAL ESTIMATED FTI COST | \$79,707.51 |

* NRC – Non Recurring Cost, ARC – Annual Recurring Cost

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5659

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Tracy Stage, A.A.E.
Airports Director
Okaloosa County Airports
1701 State Road 85 North
Eglin AFB, FL 32542-1413
(850) 651-7160

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse

the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the

functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

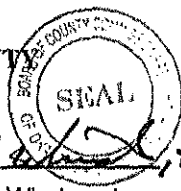
This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE *Karina Espinosa*
NAME KARINA ESPINOSA
TITLE Contracting Officer
DATE 10/17/16

OKALOOSA COUNTY



SIGNATURE *Charles K. Windes, Jr.*
NAME Charles K. Windes, Jr.
TITLE Chairman, BOCC
DATE 8/2/16