CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	01/21/2022	
Contract/Lease Control #: L22-0500-AP		
Procurement#:	NA	
Contract/Lease Type:	EXPENDITURE	
Award To/Lessee:	<u>USAF-EGLIN</u>	
Owner/Lessor:	<u>OKALOOSA COUNTY</u>	
Effective Date:	01/01/2022	
Expiration Date:	12/31/2061	
Description of:	JOINT USE AGREEMENT	
Department:	AP	
Department Monitor:	STAGE	
Monitor's Telephone #:	850-651-7160	
Monitor's FAX # or E-mail:	ISTAGE@MYOKALOOSA.COM	
Closed:		
Cc: BCC RECORDS		

CONTRACT: L22-0500-AP USAF-EGLIN JOINT USE AGREEMENT EXPIRES: 12/31/2061

JOINT-USE AGREEMENT BETWEEN The UNITED STATES AIR FORCE AND OKALOOSA COUNTY FLORIDA

This Joint Use Agreement ("Agreement") is made and entered into as of this 4th day of January, 2022 by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force" or "Government") and Okaloosa County, Florida ("County"), a governmental agency and political subdivision of the State of Florida, and as such, eligible to serve as the sponsor of a public airport. The Air Force and County may be referred to as Parties or a Party.

WHEREAS, the Air Force owns and operates the runways and associated flight facilities (collectively "Jointly Used Flying Facilities"(JUFF)) located at Eglin Air Force Base, Florida ("EAFB"); and

WHEREAS, the County desires to use the Flying Facilities at EAFB for commercial air operations (scheduled and nonscheduled, passenger and cargo) (collectively, "Civil Aircraft") jointly with military aircraft; and

WHEREAS, the Air Force considers that this Agreement is in the public interest, and is agreeable to joint use of the Flying Facilities at EAFB; and

WHEREAS, this Agreement neither addresses nor commits any Air Force real property or other facilities that may be required for exclusive use by the County to support either present or future civil aviation operations or activities in connection with joint use; and

WHEREAS, the real property and other facilities needed to support civil aviation operations are already available to the County

NOW, THEREFORE, it is AGREED:

1. JOINT USE

- a) The Air Force hereby authorizes the County to permit Civil Aircraft equipped with two-way radios capable of communicating with the EAFB Control Tower to use Flying Facilities at EAFB, subject to the terms and conditions set forth in this Agreement and those *Federal Aviation Regulations (FAR)* applicable to Civil Aircraft operations. Civil Aircraft operations shall not exceed 30,660 annually, and are further limited to the following criteria:
 - 1. A Civil Aircraft operation is defined as a takeoff or landing.

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1. A Civil Aircraft operation is defined as a takeoff or landing.

- 2. Monday through Friday between the hours of **0800** and **1659** CST, 5 operations per hour.
- 3. Monday through Friday between the hours of **1700** and **0759** CST, 8 operations per hour.
- 4. Saturday, Sunday, and all Federal Holidays **10** operations per hour.
- b) Civil Aircraft using the Jointly Used Flying Facilities (JUFF), of EAFB (depicted in Attachment A) under the authority of this Agreement shall be entitled to use them for landings, takeoffs, and ground movements of aircraft and will normally park only in the area made available to the County and designated for that purpose.
- c) Civil and government-owned aircraft operating in support of official government business generally will have priority over Civil Aircraft operating pursuant to this Agreement.
- d) All ground and air movements of Civil Aircraft using the Flying Facilities of EAFB under this Agreement, and movements of all other vehicles across the runway or Air Force taxiways, will be controlled by the EAFB Control Tower. Civil Aircraft operations and related activities will coincide with the EAFB Control Tower hours of operation. Any additional hours of the EAFB Control Tower or other essential airfield management, or operational requirements beyond those needed by the Air Force, shall be arranged and funded (or reimbursed) by the County. These charges, if any, shall be in addition to the annual charge in paragraph 2 and payable quarterly.
- e) Civil aircraft may not use the Flying Facilities of EAFB for training.
- f) Air Force-owned airfield pavements made available for Civil Aircraft use under this Agreement shall be for use on an "as is, where is" basis.
- g) Dust or any other erosion or nuisance that is created by, or arises out of, activities or operations by Civil Aircraft using the Flying Facilities of EAFB under this Agreement will be corrected by the County at no expense to the Air Force, using standard engineering methods and procedures.
- h) Coordination with the EAFB Base Civil Engineer is required for planning and construction of new structures or exterior alteration of existing structures that are owned or leased by the County.
- i) The County shall at all times during the existence of this Agreement promptly observe and comply at its sole cost and expense, with the provisions of all Federal, State, interstate, and local laws, rules, regulations, orders, ordinances, and other governmental standards and requirements which may be applicable to the County's use of the Flying Facilities of EAFB for Civil Aircraft operations and

it's activities under or pursuant to this Agreement, and particularly those provisions concerning noise; hazardous and solid waste management and disposal; hazardous materials management and occupational safety and health, whether the same now are in force, or that may at anytime in the future be enacted or directed.

- j) The County shall implement any noise or other mitigation plans associated with use of the Flying Facilities of EAFB, at no expense to the Air Force, pursuant to the requirements of (a) the EAFB Air Installation Compatible Use Zone (AICUZ) study as it presently exists or may be updated in the future; (b) the October, 2001 Environmental Assessment; (c) environmental impact statements, and (d) any other environmental assessments, including supplements, that are applicable to Civil Aircraft operations at EAFB. Updates to the AICUZ study required solely to address Civil Aircraft operations must be accomplished at no expense to the Air Force.
- k) The County shall oversee the security program in accordance with FAR and all other instructions concerning the security program.
- The County shall not post any notices or erect any billboards or signs, nor authorize the posting of any notices or the erection of any billboards or signs at the airfield of any nature whatsoever, other than identification signs attached to buildings, without prior written approval from the EAFB Base Civil Engineer.
- m) Responsibility for compliance with the provisions of this Section 1 rests exclusively with the County, The Air Force assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority.
- n) The County shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the County's use of the EAFB Flying Facilities and its activities under or pursuant to this Agreement to the extent permitted by law.
- o) The County shall neither transfer nor assign this Agreement without the prior written consent of the Air Force.

2. PAYMENT

a. Fiscal Year 21 Fees (1 Oct 20 – 30 Sep 21) were paid in full by Okaloosa County in the amount of \$212,326.40. This Agreement is to be effective 1 Jan 22, therefore, for the period October 1, 2021 through December 31, 2021, an amount of Forty Three Thousand Three Hundred Eleven Dollars and 68 cents (\$43,311.68) is payable in one payment due within 30 days of the execution of this agreement, and submission of a final invoice.

- b. For the purpose of reimbursing the Air Force for the County's share of the cost of operating and maintaining the JUFF of EAFB, as provided in this Agreement, the County shall pay, with respect to civil aircraft authorized to use those facilities under this Agreement, all costs determined by the Air Force according to this Agreement. The Agreement specifies that the County will pay for their proportional share of runway and taxiway periodic maintenance costs (as allowed under Air Force Instruction (AFI) 10-1002, Paragraph 4.3.7.1). These periodic maintenance costs include the County's proportional share of costs for rubber removal, joint repair, and slab repair for the JUFF.
- c. Based on the calculations in Attachment B, the County portion of the allowable costs is equal to 21%. This percentage (21%) will be multiplied by the allowable costs in AFI 10-1002, paragraph 4.3.7.1, (referenced above and as described in Attachment C) to determine the **Base JUA Fee**. Based on these calculations, this initial fee will be Six Hundred Twenty Thousand Seven Hundred Ninety Nine and 00/100 (\$620,799.00) annually, payable in equal quarterly installments of One Hundred Fifty Five Thousand, One Hundred Ninety Nine Dollars and Seventy-Five Cents (\$155,199.75), during the first three years from the effective date. This annual fee and subsequent fees will be payable quarterly in equal installments. For the faithful payment of the above specified fees and those in Paragraph 1.d above and paragraphs 3 and 4(d) below, the County is authorized landings of all aircraft in accordance with Paragraph 1 above at Eglin AFB. Quarters are deemed to end on December 31, March 31, June 30th, and September 30th each year. Payment shall be made promptly when due, without any deduction or setoff.
- d. This **Base JUA Fee** shall be subject to adjustment at the end of the 3rd anniversary of the effective date and every yearly anniversary of the effective date afterwards (**Adjusted JUA Fee**). This adjustment will reflect any changes in either the County's proportional share of the airfield operations, or changes in the allowable costs paid by EAFB for Rubber removal, joint repair or slab repair for the JUFF. Should the Air Force determine that no changes in the County's proportional use or Air Force allowable costs exist, the yearly **Adjusted JUA Fee** will remain the same until the next annual review. Fees under this Agreement will be adjusted for inflation annually on the anniversary of this Agreement. The annual rate of inflation will be based on the *Consumer Price/Index-All Items*, not to exceed five percent (5%) annually. Inflation exceeding five percent (5%) will be carried over and added to the inflation adjustment for a year or years where the adjustment would otherwise be less than five percent (5%).

1. All payments due pursuant to this Agreement shall be payable to 96 CPTS/FMA 308 W. D Ave, Bldg. 260, Eglin AFB, FL 32542, or to such other officials the Government may designate, and shall be made to the Accounting and Finance Office, Eglin Air Force Base, within thirty (30) days after each quarter. Quarters are deemed to end on December 31, March 31, June 30, and September 30.

2. Overdue Joint Use Fees. If any Joint Use Fee or related charges is not paid within fifteen (15) days after its due date, then such arrearage shall, consistent with the Debt Collection Act of 1982 (31 U.S.C. § 3717), (i) bear interest from the due date at the rate prescribed by the Secretary of the Treasury for amounts past due to the federal government until paid in full; (ii) include an administrative charge to cover the costs of processing and handling delinquent debts; and (iii) include an assessment of an additional penalty charge on any portion of a debt that is more than ninety (90) days past due.

3. SERVICES

The County shall be responsible for providing services, maintenance, and emergency repairs for Civil Aircraft using the Flying Facilities of EAFB under this Agreement at no cost to the Air Force. If Air Force assistance is required to repair an aircraft, the County shall reimburse the Air Force for all expenses of such services. These charges are in addition to the annual charge specified in paragraph 2 and payable quarterly.

4. FIRE PROTECTION AND CRASH RESCUE

- a) The Air Force maintains the level of fire fighting, crash, and rescue capability required to support the military mission at EAFB. The Air Force agrees to respond to fire, crash, and rescue emergencies involving Civil Aircraft outside the hangars or other structures within the limits of its existing capabilities, equipment, and available personnel, only at the request of the County, and subject to subparagraphs b, c, and d below. Air Force fire fighting, crash, and rescue equipment and personnel shall not be routinely located in the airfield movement area during nonemergency landings by Civil Aircraft.
- b) The County shall purchase and be responsible for portable fire extinguishing equipment required by FARS and National Fire Codes (NFC), used for stand-by when aircraft engines are started or for other fires that may occur on the ramp or on ramp equipment.
- c) The County agrees to release, acquit, and forever discharge the United States, its officers, agents, and employees from all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force fire fighting and or crash and rescue equipment or personnel for fire control and crash and rescue activities pursuant to this Agreement. The County further agrees to indemnify,

defend, and hold harmless the United States, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of, or failure to supply Air Force fire fighting and or crash and rescue equipment or personnel. Furthermore, the County agrees to indemnify, defend and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the County, which agreement to indemnify, defend and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the County's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the County, which obligation shall survive such termination.

- d) The County will reimburse the Air Force for expenses incurred by the Air Force for fire fighting and or crash and rescue materials expended in connection with providing such service to Civil Aircraft. The Air Force may, at its option, with concurrence of the National Transportation Safety Board, remove crashed Civil Aircraft from Air Force-owned pavements or property and shall follow existing Air Force directives and or instructions in recovering the cost of such removal.
- e) Failure to comply with the above conditions upon reasonable notice to cure or termination of this Agreement under the provisions of paragraph 7 may result in termination of fire protection and crash and rescue response by the Air Force.
- f) The Air Force commitment to assist the County with fire protection shall continue only so long as a fire fighting and crash and rescue organization is authorized for military operations at EAFB. The Air Force shall have no obligation to maintain or provide a fire fighting, and crash and rescue organization or fire fighting and crash and rescue equipment; or to provide any increase in fire fighting and crash and rescue equipment or personnel; or to conduct training or inspections for purposes of assisting the County with fire protection.

5. LIABILITY AND INSURANCE

a) The County will assume all risk of loss and or damage to property or injury to or death of persons by reason of Civil Aviation use of the Flying Facilities of EAFB under this Agreement, including, but not limited to, risks connected with the provision of services or goods by the Air Force to the County or to any user under this Agreement. The County further agrees to indemnify and hold harmless the Air Force against, and to defend at County expense, all claims for loss, damage, injury, or death sustained by any individual or corporation or other entity and arising out of the use of the Flying Facilities of EAFB and or the provision of services or goods by the Air Force to the County or to any user, whether the claims be based in whole, or in part, on the negligence or fault of the Air Force or its contractors or any of their officers, agents, and employees, or based on any concept of strict or absolute liability, or otherwise.

b) The County will carry a policy of liability and indemnity insurance satisfactory to the Air Force, naming the United States of America as an additional insured party, to protect the United States against any of the aforesaid losses and or liability, in the sum of not less than three (3) million dollars bodily injury and property damage combined for any one accident. The County shall provide the Air Force with a certificate of insurance evidencing such coverage. A new certificate must be provided on the occasion of policy renewal or change in coverage. All policies shall provide that: (1) no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice of such cancellation, reduction, or change by the installation commander at EAFB, (2) any losses shall be payable notwithstanding any act or failure to act or negligence of the County or the Air Force or any other person, and (3) the insurer shall have no right of subrogation against the United States.

6. TERM OF AGREEMENT

This Agreement shall become effective on the <u>First</u> day of January <u>2022</u> and shall remain in force and effect for a term of forty (40) years, unless otherwise renegotiated or terminated under the provisions of paragraph 7, but in no event shall the Agreement survive the termination or expiration of the County's right to use, by license, lease, or transfer of ownership, of the land areas used in connection with joint use of the flying facilities of EAFB.

7. RENEGOTIATION AND TERMINATION

a) If significant change in circumstances or conditions relevant to this Agreement should occur, the Air Force and the County may enter into negotiations to revise the provisions of this Agreement, including financial and insurance provisions, upon sixty (60) days written notice to the other party. Any such revision or modification of this Agreement shall require the written mutual agreement and signatures of both parties. Unless such agreement is reached, the existing agreement shall continue in full force and effect, subject to termination or suspension under this section.

- b) Notwithstanding any other provision of this Agreement, the Air Force may terminate this Agreement: (1) at any time after a written determination of the Secretary of the Air Force that paramount military necessity requires termination of Civil Aircraft use of the Flying Facilities of EAFB, by giving ninety (90) days written notice to the County; or (2) at any time during any national emergency, present or future, declared by the President or the Congress of the United States; or (3) in the event that the County ceases operation of the Civil Aircraft operations and activities at EAFB for a period of one (1) year; or (4) in the event that the County violates any of the terms and conditions of this Agreement and the violation continues and persists for thirty (30) days after written notification to cure such violation. In addition to the above rights to terminate this Agreement, the Air Force may at any time suspend this Agreement if violations of its terms and conditions by the County create a significant danger to safety, public health, or the environment at EAFB.
- c) The failure of either the Air Force or the County to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, or provisions. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing signed by such party.

8. <u>NOTICES</u>

- a) No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.
- b) Written communication to the County shall be delivered or mailed to the County addressed:

Airports Director Destin-Fort Walton Beach Airport 1701 Highway 85 North Eglin AFB, FL 32542

c) Written communication to the Air Force shall be delivered or mailed to the Air Force addressed:

SAF/IEI 1665 Air Force Pentagon Washington, DC 20330-1665 cc: Commander, Air Armament Center AF/A30J 1480 Air Force, Pentagon Washington, DC 20330-1480

9. OTHER AGREEMENTS

This Agreement supersedes and replaces the Joint Use Agreement dated February 27, 2001, between the Parties, as amended by Supplemental Agreement No. 1 dated February 3, 2015 and Supplemental Agreement No.2 dated September 9, 2021.

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth below opposite their respective signatures.

JAN 7 3 2022 Date: By: Deputy Assistant Secretary of the Air Force (Installations)

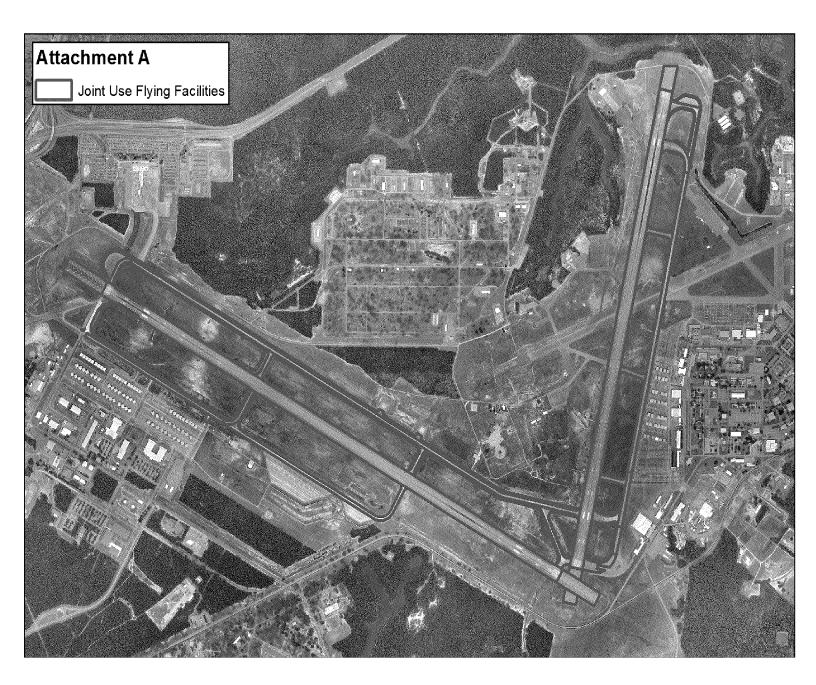
UNITED STATES AIR FORCE

JAN 0 4 2022 Date: By:



Mel Ponder, Chairman Okaloosa County Board of County Commissioners

Attachment A



ATTACHMENT B

Determination of "Percentage of Use" at EAFB

1. Proportionate share will be determined by using the number of civilian operations collected from the Air Traffic Control Tower (ATCT) divided by the total operations on the **EAFB** runways. Use the formula below to calculate the COUNTY's Fair Share percentage of the total operations at EAFB:

2. Total Civil Aircraft Landings using ATCT data for all runways used by the COUNTY/Total Landings at **EAFB=% of civil landings**

Beginning 1 January 2025, and every subsequent anniversary of the effective date of this Agreement, the percentage of civilian landings, will be computed using the formula above, and multiplied by the allowable costs for the same year using the formula below:

(% of Civil Landings x Runway Periodic Maintenance costs = COUNTY's Fair Share Costs) to determine the subsequent year's payments for the County.

3. These formulas and calculations were used with the ATCT data (located in Attachment C) to determine the County's Initial percentage of the total operations at EAFB (**21%**).

OPERATIONS:

2018	TOTAL OPS 67,956	AF OPS 53,368 (79%)	CIVILIAN OPS 14,583 (21%)
2019	80,483	62,499 (78%)	17,975 (21%)
2020 (Covid)	68,782	53,391 (77%)	15,391 (23%)

AVERAGE OPERATIONS PERCENTAGE (2018-2020) Air Force 79% Civilian 21%

ATTACHMENT C

Determination of Okaloosa County's "Fair Share Costs"

OKALOOSA COUNTY FEES FOR USING EAFB:

- The County will pay for their fair-share portion of the amounts paid by EAFB for routine airfield repair costs. These routine costs are specified in AFI 10-1002, paragraph 4.3.7.1 and include: Rubber removal, joint repair, and slab repair for the runways and taxiways located in the JUFF.

-- The amount of the COUNTY reimbursement will be based on their fair share percentage of the total landings at EAFB (see Attachment B). Use the formula below to calculate the COUNTY's Fair Share Costs.

% of Civil Landings x Runway Periodic Maintenance costs = **COUNTY's Fair Share Costs**

ALLOWABLE COSTS (RUBBER REMOVAL, JOINT REPAIR, SLAB REPAIR)

2018	TOTAL COSTS \$3.477, 363.00	CIVIL FAIR SHARE (21%) \$730,246.23
2019	\$2,857,426.00	\$600, 059.46
2020 (Covid)	\$2,533,770.00	\$532,091.70

Civil AVERAGE Fair Share Cost: \$620,799.00

-- The airfield data at Attachment B reveals that, the calculation of the percentage of civil operations was determined to be <u>21%</u>. At the same time, total EAFB expenditures for rubber removal, slab and joint repair for the JUFF for the years 2018 to 2020, shown above, was <u>\$8,868,559</u>. However, these figures are being used simply for calculation of average allowable airfield expenditures, and were not used to determine the fees owed and paid by the County under the previous JUA. Under the previous Agreement, the County paid all costs directed in the JUA (i.e., fee per operation) and the Air Force considers all amounts owed by the County under the previous JUA to be paid in full, except the amount identified in paragraph 2(a). Therefore, the fair share costs for the initial 3-year period under this agreement, (21% times \$8,868,559.00), would be \$1,862,397. This fee, averaged over the initial 3 years of this Agreement, nets an annual estimated base JUA fee of **Six Hundred Twenty Thousand, Seven Hundred Ninety Nine Dollars** (<u>\$620,799.00</u>) per year, or One Hundred Fifty Five Thousand, One Hundred Ninety Nine Dollars and Seventy Five Cents (\$155,199.75) per quarter. This

Base JUA Fee will be used for the initial 3 year period in this Agreement and then will be recalculated yearly per Paragraph 2 of this Agreement (Fee recalculated at Effective Date + 3 years and then every subsequent year, plus annual inflation factor) and paid in quarterly installments.

- The Air Force will submit an invoice and the COUNTY will also reimburse EAFB for the costs of expended material for the fire department responding to civil aircraft at EAFB. This fee will also be paid quarterly in addition to the above routine airfield repair costs.

For the faithful payment of the above specified fees and those in Paragraph 1.d and paragraphs 3 and 4(d) of the Agreement, the County is authorized landings of all aircraft in accordance with Paragraph 1 above at Eglin AFB. Quarters are deemed to end on December 31, March 31, June 30th, and September 30th each year. Payment shall be made promptly when due, without any deduction or setoff.

INTERNAL COORDINATIO	in Mil
	Tracking Number: <u>44</u> / <i>U</i> -
Procurement/Contractor/Lessee Name: USHF-Gh	Grant Funded: YESNO
Purpose: Joint Use agreenet	
Date/Term:	1. GREATER THAN \$100,000
Department #: <u>4203</u>	2. GREATER THAN \$50,000
Account #: 544615	3. 🔲 \$50,000 OR LESS
Account #: 544615 Amount: $4620, 799.00$	
Department: Dept. Monitor Name:	Stoge
	V
Procurement or Contract/Lease requirements are met:	Date: 12-8-21
Purchasing Manager or designee Jeff Hyde, DeRita M	Aason, Jesica Darr, Angela Etheridge
Approved as written:	_ Grant Name:
Grants Coordinator	Date:
Risk Management Revi Approved as written: SU MWI OUT	toold Date: 12-8-2021
Risk Manager or designee Lisa Price	
Approved as written: Sel Imail C	Hach "12-16-204
County Attorney Lynn Hoshihara, Kerry Po	Date: L
Department Funding Rev	view
Approved as written:	Date:
IT Review (if applicable Approved as written:	e)
	Date:
and the second se	the second s

DeRita Mason

1 The Section 1999

From:Kristina LoFriaSent:Thursday, December 9, 2021 1:15 PMTo:DeRita MasonSubject:RE: New Lease Agreement to Replace L03-0195-AP

DeRita,

This is approved by Risk.

Thank You

Kristy LoFria

Kristy LoFria Public Records & Contract Specialist 302 N Wilson St Suite 301 Crestview, Florida 32536 <u>klofria@myokaloosa.com</u> 850-689-5979



For all things Wellness please visit:

http://www.myokaloosa.com/wellness

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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: DeRita Mason <dmason@myokaloosa.com> Sent: Thursday, December 9, 2021 11:27 AM

Allyson Oury

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Monday, December 27, 2021 10:57 AM
То:	Tracy Stage
Cc:	Allyson Oury; Lynn Hoshihara
Subject:	Re: New Eglin JUA (8 Dec 21) (FINAL Version)v1 12.16.21.doc

The JA is approved for legal purposes

Sent from my iPhone

On Dec 27, 2021, at 11:53 AM, Tracy Stage <tstage@myokaloosa.com> wrote:

Could you send me a "legal approved" one liner to keep from including all these threads in the agenda package? Thanks

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, December 27, 2021 10:46 AM
To: Tracy Stage <tstage@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: New Eglin JUA (8 Dec 21) (FINAL Version)v1 12.16.21.doc

We are good with it moving forward with this.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Tracy Stage <<u>tstage@myokaloosa.com</u>> Sent: Monday, December 27, 2021 10:12 AM To: Parsons, Kerry <<u>KParsons@ngn-tally.com</u>> Cc: Allyson Oury <<u>aoury@myokaloosa.com</u>> Subject: Re: New Eglin JUA (8 Dec 21) (FINAL Version)v1 12.16.21.doc

Good morning Kerry,