

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-28-2018

Contract/Lease Control #: C18-2670-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FEDERAL AVIATION ADMINISTRATION (FAA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/17/2017

Expiration Date: 01/31/2018

Description of Contract/Lease: UNTIL TERMINATED BY COUNTY

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

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/23/2019

Contract/Lease Control #: C18-2670-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FEDERAL AVIATION ADMINISTRATION (FAA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/17/2017

Expiration Date: UNTIL TERMINATED BY COUNTY

Description of Contract/Lease: AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT

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

**AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN  
FEDERAL AVIATION ADMINISTRATION (FAA)**

**AND**

**Okaloosa County Airports, Destin Executive Airport (DTS)**

**I. PARTIES**

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter "Agreement"), is hereby made and entered into this 19th day of July, 2019 by and between the Federal Aviation Administration ("FAA") and the Okaloosa County Airports, Destin Executive Airport (DTS) ("Airport"), (collectively known as the "Parties").

**II. SCOPE**

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at Destin Executive Airport, located in Destin, FL. This Agreement replaces and supersedes any prior TOA signed by the parties.

**III. ROLES AND RESPONSIBILITIES OF THE PARTIES**

**A. Roles and responsibilities of the FAA.**

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be 0800 to 2200 hours (8am to 10pm) local.

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FCT that is an FAA employee's duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

**B. Roles and responsibilities of the Airport Sponsor.**

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions

set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

#### **IV. BENEFIT/COST RATIOS CONSIDERATION**

Current procedures require FAA to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

#### **V. SUPPLEMENTAL HOURS**

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

#### **VI. POINTS OF CONTACT**

##### Airport Sponsor

Okaloosa County Airports  
Tracy Stage, A.A.E.  
Airports Director  
1701 State Road 85 North, Suite 1  
Eglin Air Force Base, FL 32542-1498

##### FCT Program Implementation Manager

John Seliga  
FAA, ATO Eastern Service Center  
1701 Columbia Avenue  
College Park, GA 30337

##### FCT Program Manager

Lisa Bush-Caudle  
Federal Aviation Administration  
600 Independence Ave., SW  
Washington, D.C. 20591

## **VII. CHANGES AND/OR MODIFICATIONS**

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

## **VIII. TERMINATION**

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

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 Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

## **IX. TERM OF THE AGREEMENT**

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

## **X. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations- Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

## **XI. INSURANCE**

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law.

## **XII. LIABILITY**

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

## **XIII. LEGAL AUTHORITY**

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

## **XIV. CIVIL RIGHTS ACT**

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

## **XV. PROTECTION OF INFORMATION**

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

## **XVI. FUNDING**

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

## **XVII. CONSTRUCTION**

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated airport sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:

Airport Sponsor

BY: *Charles K. Windes* 

TITLE: Charles K. Windes  
Chairman, BOCC

DATE: 4/2/19

Federal Aviation Administration

BY: *Lisa Bush-Caudle*

TITLE: FCT Program Manager

DATE: 7/19/2019



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01-24-2018

Contract/Lease Control #: C18-2670-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FEDERAL AVIATION ADMINISTRATION (FAA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/17/2017

Expiration Date: 10/16/2018 W/ANNUAL RENEWALS

Description of Contract/Lease: AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

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- [Entity Overview](#)
- ▶ [Entity Registration](#)
  - ▶ [Core Data](#)
  - ▶ [Assertions](#)
  - ▶ [Reps & Certs](#)
  - ▶ [POCs](#)
- ▶ [Exclusions](#)
  - ▶ [Active Exclusions](#)
  - ▶ [Inactive Exclusions](#)
  - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

## FEDERAL AVIATION ADMINISTRATION

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

DUNS: 928338656 CAGE Code: 81341  
 Status: Active

Expiration Date: 04/14/2018

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:** 04/14/2017  
**Expiration Date:** 04/14/2018

#### Exclusion Summary

Active Exclusion Records? No



- [Search Records](#)
- [Disclaimers](#)
- [FAPIS.gov](#)
- [Data Access](#)
- [GSA.gov/IAE](#)
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**AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN  
FEDERAL AVIATION ADMINISTRATION (FAA)  
AND  
DESTIN EXECUTIVE AIRPORT (DTS)**

This Air Traffic Control Tower Operations Agreement (hereinafter "Agreement"), is hereby made and entered into this 17 day of October, 2017, by and between the Federal Aviation Administration ("FAA") and the Destin Executive Airport ("Airport Sponsor") (collectively known as the "Parties").

**WITNESS**

- I. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected at 1191 Airport Road Destin, Florida 32541, operating its airport known as Destin Executive Airport, located in Destin, Florida, hereinafter called the Airport; and,
- II. WHEREAS, it is in the public interest that the above described ATCT be operated by the FAA, subject to the availability of funds, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA;
- III. NOW, THEREFORE, the Parties agree to the following:
  1. DESCRIPTION OF THE PREMISES. The FAA shall have exclusive use and occupancy of the Premises, together with the right-of-way for ingress to and egress from the premises; all right-of-ways to be referred to as Destin Executive Airport, and reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations.
  2. The Airport Sponsor shall, at no expense to the FAA, provide, maintain and replace all non-FAA-owned tower equipment, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the FAA; all airport lighting which the FAA determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designed to be directly or remotely controlled from the Airport Traffic Control Tower and the Airport Sponsor shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the FAA's control.

3. The Airport Sponsor shall be responsible for the preservation and maintenance of all Sponsor-Owned space, which maintenance shall ensure that the subject space is OSHA-compliant, tenantable and fit for the purposes pursuant to which the Parties are entering into this Agreement. The Airport Sponsor shall provide and continually maintain, at no expense to the FAA, all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas, sewer, janitorial (to include washing tower cab windows and shades, interior and exterior, when necessary), and the security services necessary for the ongoing operation of Air Traffic Control (ATC) service.
4. The Airport Sponsor will provide a point of contact for FAA (or the FCT Contractor) for notification when any space or non-FAA equipment is in need of maintenance. In the event that such notice is provided, the FAA will determine if suspension of ATC services is necessary based on the impact/risk of the needed maintenance. The FAA will provide notice of any planned actions to suspend ATC services based upon facility maintenance needs.
5. The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the FCT Contractor's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning sponsor-owned equipment or building problems. In accordance with FAA Order 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, and reporting airport conditions. However, the terms and conditions set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.
6. The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with JO 1600.69, as may be amended. The airport sponsor will provide a point-of-contact to the FAA (or the FCT Contractor) to notify when security/access issues arise. The FAA will conduct periodic security inspections based upon the criteria identified in JO 1600.69, as may be amended. The FAA will determine if suspension of ATC services is necessary based upon the impact/risk associated with non-compliance with FAA Security directives. The FAA will provide as much notice as possible of any planned actions to suspend ATC services based upon security/access issues.

#### IV. CONSIDERATION

1. The Airport Sponsor is aware of the current FAA procedure to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Sites with a benefit/cost ratio of less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

## 2. Operating Hours

- a. The FAA approved tower hours of operation will be **0600-2200** (local time).
- b. The FAA/ATC Contractor will collect hourly and daily traffic count data during tower operating hours.
- c. The FAA will conduct an annual review of traffic activity (in accordance with JO 7232.5, as may be amended) to validate operating hours are appropriate based upon the hourly traffic counts.
- d. The FAA will make appropriate annual adjustments to operating hours based upon the requirements outlined in JO 7232.5, as may be amended.
- e. If the Airport Sponsor requests ATC Services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control service provider, supplemental agreement with the FAA, or by other authorized means.

## V. POINTS OF CONTACT

### Airport Sponsor

Okaloosa County Airports  
Tracy Stage, A.A.E.  
Airports Director  
1701 State Road 85 North, Suite 1  
Eglin, Air Force Base, FL 32542-1498

### FAA Program Implementation Manager

JOHN J. SELIGA  
FAA CONTRACT TOWER (FCT) PIM  
EASTERN SERVICE AREA  
1701 COLUMBIA AVENUE  
COLLEGE PARK, GA 30337

### FAA Contracting Officer

Stephanie McKnight-Bailey  
Contracting Officer, AAQ-230  
Federal Aviation Administration  
600 Independence Ave., SW  
Washington, DC 20591

## VI. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by an FAA Contracting Officer (CO) and the representative or designee of the Airport Sponsor. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

## VII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this Air Traffic Operations agreement, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

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 ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

## VIII. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

## IX. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

## X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations-Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, its performance of this Agreement to the extent permitted by the law, including but not limited to applicable state laws. (If necessary, Airport Sponsor may insert a description of any State laws that apply here.)

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by The Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with its performance under this Agreement.

XIII. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

XV. PROTECTION OF INFORMATION

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

XVI. PRIOR AGREEMENTS

This agreement supersedes any prior Tower Operating Agreement signed by the parties.

AGREED:

Airport Sponsor

BY: Carolyn N. Ketcher  
TITLE: Chairman, BOCC

DATE: 10/17/17



Federal Aviation Administration

BY: Stephanie McKnight-Bailey  
TITLE: Contracting Officer

DATE: 10/25/17

Tower Operating Agreement (Sponsor-Owned)