

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/04/2020

Contract/Lease Control #: L18-0466-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: US ARMY CORPS OF ENGINEERS MOBILE DISTRICT (USA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2017

Expiration Date: 11/30/2021

Description of: APRON SPACE AT THE BOB SIKES AIRPORT (CEW)

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

**Supplemental Agreement No. 3  
to Lease DACA01-5-18-0793**

180,000 sq. ft. Apron Space  
Bob Sikes Airport, Okaloosa County, Florida

**THIS SUPPLEMENTAL AGREEMENT** entered into as of the last signed below, by and between Okaloosa County, FL, a political subdivision of the State of Florida whose address is 1701 State Road 85 North Eglin AFB, Florida 32542) (the "Lessor"), and the United States Of America (the "Government"). The Lessor and the Government may be referred to jointly as the "Parties" and each separately may be referred to as "Party".

**RECITALS**

- A. On 1 December 2017 the Government and County entered into Lease DACA01-5-18-0793 (the "Lease"), for approximately 194,000 sq. ft. of Apron space located at 5535 John Given Road, Crestview, Florida (Bob Sikes Airport). The term of the lease being from 1 December 2017 to 30 November 2018, with the Government having the right for four (4) options to renew the lease after 30 November 2018. Each option shall be for a one (1) year term and shall be exercised by providing at least (90) days advance notice prior to the lease expiration date.
- B. By Supplemental Agreement No. 1, the Government exercises its option to extend the lease for another one year term form 1 December 2018 to 30 November 2019.
- C. By Supplemental Agreement No. 2, the Government exercises Option Year 2 for the term 01 December 2019 to 30 November 2020 with for the following additional modifications:
  - a). Reduce Apron Space from 194,000 to 180,000 as shown in Exhibit A – Supplemental Agreement 2 – Site Plan
  - b). Incorporate additional Provisions into this lease which is required by Lessor as a recipient of federal assistance. See Exhibit "B" – Supplemental Agreement 2 – General Civil Rights Provision.
- D. By Supplemental Agreement No. 3, the Government exercises its option Year 3 to extend the lease for another one year term form 1 December 2020 to 30 November 2021.

**AGREEMENT**

- 1. The Lease is hereby modified in the following particulars but in no others:
  - a. The Parties agree the term of the Lease is extended through 30 November 2021.
  - b. The total amount of rental for period 01 December 2020 through 30 November 2021 is \$90,000. Per year (12 months) paid in 12 monthly payments of \$7,500.00

FUND SITE: 97 0 0300 5600 8979 232Z SW 24624B FAD120SW030014 OSOF1T S18001

2. All other terms and conditions of the Lease shall be and remain the same.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement as of the days and year first above written.

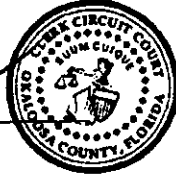
Lessor: OKALOOSA COUNTY, FLORIDA

By: *Carolyn N. Ketchel*  
Carolyn N. Ketchel  
Chairman Board of County Commissioners



Date: MAR 1 6 2021

ATTEST.  
*J.D. Peacock II*  
J.D. Peacock II  
Clerk of Circuit Court



The Government executes this Lease acting under the authority of Title 10 United States Code Section 2661.

Lessee: **The United States of America**

By: *Derrick D. Moton*  
Derrick D. Moton  
Chief, Real Estate Division  
Real Estate Contracting Officer  
U.S. Army Engineer District, Mobile

Date 18 March 2021



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, MOBILE DISTRICT**  
P. O. BOX 2288  
MOBILE, AL 36628-0001

Real Estate Division  
Acquisition Branch

Okaloosa County  
Okaloosa County Airports  
1701 State Road 85 North, Suite 1  
Eglin AFB, Florida 32542-1498

CONTRACT#: L18-0466-AP  
US ARMY CORPS OF ENGINEERS MOBILE  
DISTRICT (USA)  
APRON SPACE AT THE BOB SIKES AIRPORT (CEW)  
EXPIRES: 11/30/2021

Subject: Option Year No. 3 Renewal of DACA01-5-18-0793

The Government has a continuing need to lease the property located, at 5535 John Given Road, Crestview, Florida (Bob Sikes Airport). Under the authority of Title 10, United States Code Section 2661.

"The Government shall have the right to one year firm term, and four (4) option years. Each option shall be for a one (1) year term and shall be exercised by providing at least ninety (90) days advance notice prior to the Lease expiration date."

Therefore, this letter serves as notice that the Government intends to continue occupancy for the period 01 December 2020 to 30 November 2021, subject to terms of the original lease".

Please direct any questions to Terricka (Terry) Leonard at e-mail Terricka.D.Leonard@usace.army. Your continued assistance in leasing to the Government is appreciated.

MOTON.DERRICK Digitally signed by  
MOTON.DERRICK.D.1230739320  
K.D.1230739320 Date: 2020.10.01 15:04:30 -05'00'

Derrick D. Moton  
Real Estate Contracting Officer,  
Branch Chief, Real Estate Division  
Mobile District

ATTEST:

J.D. Peacock II  
Clerk of Circuit Court



OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



Date: NOV 03 2020

**LAND LEASE**

For

**PUBLICALLY OWNED PROPERTY**

**LEASE**

**BETWEEN**

**OKALOOSA COUNTY** a political subdivision of the state of Florida

**AND**

**THE UNITED STATES OF AMERICA**

1. This LEASE, made and entered into this 1<sup>ST</sup> day of December in the year of 2017, under the Authority of Title 10 U.S.C. 2661

by: The COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "County")

Whose Address is: 1701 State Road 85 North, Eglin AFB, Florida 32542

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property:

Exclusive use of approximately 194,000 square feet of Airport apron space located at the Bob Sikes Airport in Okaloosa County, Florida, and shown on approximately on Exhibit A attached and made part of this lease. The purpose of this lease is to give the Government exclusive rights within the specified boundaries in order to mitigate unauthorized personnel and vehicle access, which create security concerns and could affect the efficiency of current Government operations in that area. (Lease location: 5535 John Givens Road, Crestview, FL 32539)

3. **LEASE TERM:**

The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning 1 December 2017 through 30 November 2018, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions, and consideration provided herein. This right shall not extend beyond 30 November 2022. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

#### 4. RENTAL:

The Lessee shall pay the Lessor rent at the following rate: \$97,000 per annum by payments of \$8,083.33 per month. Rent for a lesser period shall be prorated. Payments shall be made by PEO-SOFSA, 5751 Briar Hill Road, Lexington, KY 40516 to the Board of County Commissioner, Okaloosa County, Florida by EFT.

FUND SITE: 97 8 0300 56SA 8979 2571 SW 24624B00 SOF8EACJAPRON 8SOF45 S18001

#### 5. OWNERSHIP:

The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

#### 6. TERMINATION:

a. The Lessee or the Lessor may terminate this lease at any time in whole or in part after November 30, 2018 by giving 60 days notice in writing and no rental shall be due for payment after the effective date of termination.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

#### 7. MAINTAINENCE

a. The Lessor shall, at all times, maintain the leased property in good repair and tenantable condition. In the event the Lessor shall be absent or otherwise unavailable, he shall provide the LESSEE the name, address, and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. The Lessor shall be responsible to perform all maintenance and repairs, which shall be performed in a timely manner. Scheduling of all maintenance and repairs shall be coordinated with the designated occupant representative of the LESSEE.

c. The LESSEE occupant representative will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification.

d. In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this lease.

#### 8. RESTORATION

The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, severe weather or reasonable and ordinary wear and tear. The parties agree that any settlement of damages by the Lessee, if any, shall be done at the end of each one year lease term period. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease hereto effectuating such settlement.

**9 DAMAGES:**

The Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel or anyone acting under their authority.

**10. TAXES:**

The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

**11. NOTICE:**

Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Okaloosa County  
Okaloosa County Airports  
1701 State Road 85 North, Suite 1  
Eglin AFB, FL 32542-1498

Lessee

U.S. Army Corps of Engineers, Mobile District  
Attention: RE-A (Blocher)  
P.O. Box 2288  
Mobile, Alabama 26628

**13. LESSOR'S SUCCESSORS:**

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

**14. COVENANT AGAINST CONTINGENT FEES:**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**15. OFFICIALS NOT TO BENEFIT:**

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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

**16. GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

#### 17. EXAMINATION OF RECORDS:

The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.


#### 18. MODIFICATION:

No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

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

OKALOOSA COUNTY, FLORIDA

BY:

  
Graham W. Fountain  
Chairman, Board of County Commissioners

January 3, 2018  
Date Signed by Chairman

ATTEST:

  
J.D. PRIDDY II  
CLERK of Circuit Court



97 8 0300 56SA 8979 2571 SW 24624B00 SOF8EACJAPRON 8SOF45 S18001



United States of America

By: 

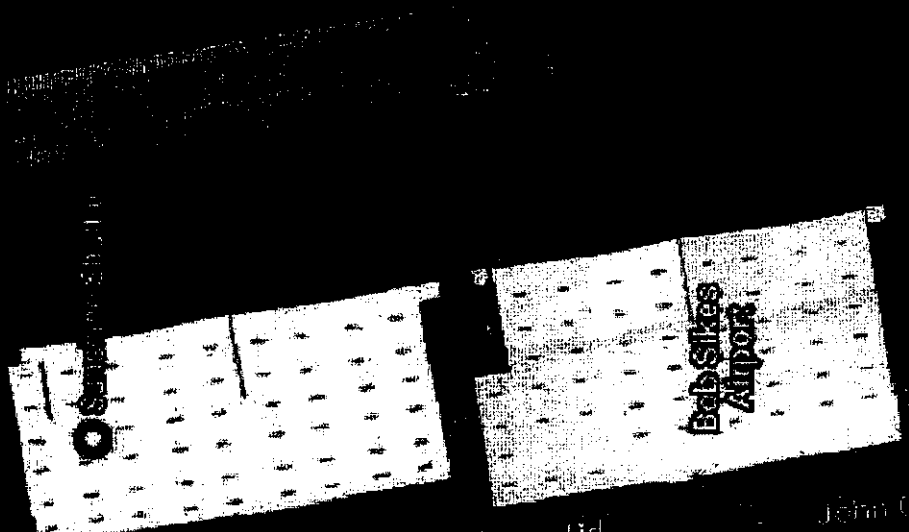
**Donovan D. Knight**  
**Acting Chief, Acquisition Branch**  
**Real Estate Contracting Officer**

BLOCHER.GLEN  
N.E.1230682204

Digitally signed by  
BLOCHER.GLEN.N.E.1230682204  
DN: cn=BLOCHER.GLEN.N.E.1230682204, o=DoD,  
ou=US, email=BLOCHER.GLEN.N.E.1230682204  
Date: 2018.05.07 15:58:04 -0500

Witness

Apron space encompasses all asphalt and concrete surfaces within the highlighted boundaries, 180,000 sq. ft. and 14,000 sq. ft. totaling 194,000 sq. ft.



John Givens Rd

John Givens Rd

John Givens Rd

Edna Test Way



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

Procurement/Contract/Lease Number: L18-0466-AD Tracking Number: 4234-21  
Procurement/Contractor/Lessee Name: USACE Grant Funded: YES \_\_\_ NO X  
Purpose: Supplemental agreement  
Date/Term: 11-30-21 1.  GREATER THAN \$100,000  
Department #: 4220K 2.  GREATER THAN \$50,000  
Account #: 304174 3.  \$50,000 OR LESS  
Amount: \$90,000.00  
Department: Amput Dept. Monitor Name: Seagr

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-5-2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: No federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 2-5-2021  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 2-19-2021  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Friday, February 5, 2021 2:23 PM  
**To:** DeRita Mason  
**Subject:** RE: USACE #L18-0466-AP Supplemental Agreement No. 3

Approved by Risk.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, February 5, 2021 1:50 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: USACE #L18-0466-AP Supplemental Agreement No. 3

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, February 19, 2021 10:46 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: USACE #L18-0466-AP Supplemental Agreement No. 3

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

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

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, February 5, 2021 2:50 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: USACE #L18-0466-AP Supplemental Agreement No. 3

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB

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

Procurement/Contract/Lease Number: C18-0460AP Tracking Number: 41148-21  
Procurement/Contractor/Lessee Name: USCAE Grant Funded: YES \_\_\_ NO X  
Purpose: 3yr option  
Date/Term: 11-30-2021 1.  GREATER THAN \$100,000  
Department #: 4220R 2.  GREATER THAN \$50,000  
Account #: 344172 3.  \$50,000 OR LESS  
Amount: Revenue  
Department: Airport Dept. Monitor Name: Stacy

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-8-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: no risk element Date: \_\_\_\_\_  
\_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see mail attached Date: 10-8-2020  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, October 8, 2020 10:21 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: USACE Option Year 3 Letter

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason  
**Sent:** Friday, October 2, 2020 4:27 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: USACE Option Year 3 Letter

Can you please let me know if this is acceptable? Please see comments from airport below.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
CORPS OF ENGINEERS, MOBILE DISTRICT  
P.O. BOX 2288  
MOBILE, AL 36628-0001

Real Estate Division  
Acquisition Branch

Okaloosa County  
Okaloosa County Airports  
1701 State Road 85 North, Suite 1  
Eglin AFB, Florida 32542-1498

CONTRACT#: L18-0466-AP  
US ARMY CORPS OF ENGINEERS MOBILE  
DISTRICT (USA)  
APRON SPACE AT THE BOB SIKES AIRPORT (CEW)  
EXPIRES: 11/30/2021

Subject: Option Year No. 3 Renewal of DACA01-5-18-0793

The Government has a continuing need to lease the property located, at 5535 John Given Road, Crestview, Florida (Bob Sikes Airport). Under the authority of Title 10, United States Code Section 2661.

"The Government shall have the right to one year firm term, and four (4) option years. Each option shall be for a one (1) year term and shall be exercised by providing at least ninety (90) days advance notice prior to the Lease expiration date."

Therefore, this letter serves as notice that the Government intends to continue occupancy for the period 01 December 2020 to 30 November 2021, subject to terms of the original lease".

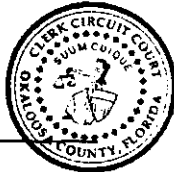
Please direct any questions to Terricka (Terry) Leonard at e-mail Terricka.D.Leonard@usace.army. Your continued assistance in leasing to the Government is appreciated.

MOTON.DERRIC Digitally signed by  
MOTON.DERRICK.D.1230739320  
K.D.1230739320 Date: 2020.10.01 15:04:30 -05'00'

Derrick D. Moton  
Real Estate Contracting Officer,  
Branch Chief, Real Estate Division  
Mobile District

ATTEST:

J.D. Peacock II  
Clerk of Circuit Court



OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



Date: NOV 03 2020



L18-0466-AP  
U.S. ARMY CORPS OF ENGINEERS,  
MOBILE DISTRICT (USA)  
APRON SPACE AT THE BOB SIKES AIRPORT (CEW)  
Expires: 11/30/2018

**LAND LEASE**

Lease No. DACA01-5-18-793

**For**

**PUBLICALLY OWNED PROPERTY**

**LEASE**

**BETWEEN**

**OKALOOSA COUNTY a political subdivision of the state of Florida**

**AND**

**THE UNITED STATES OF AMERICA**

1. This LEASE, made and entered into this 1<sup>ST</sup> day of December in the year of 2017, under the Authority of Title 10 U.S.C. 2661

by: **The COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "County")**

Whose Address is: 1701 State Road 85 North, Eglin AFB, Florida 32542

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property:

Exclusive use of approximately 194,000 square feet of Airport apron space located at the Bob Sikes Airport in Okaloosa County, Florida, and shown on approximately on Exhibit A attached and made part of this lease. The purpose of this lease is to give the Government exclusive rights within the specified boundaries in order to mitigate unauthorized personnel and vehicle access, which create security concerns and could affect the efficiency of current Government operations in that area. (Lease location: 5535 John Givens Road, Crestview, FL 32539)

3. **LEASE TERM:**

The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning 1 December 2017 through 30 November 2018, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions, and consideration provided herein. This right shall not extend beyond 30 November 2022. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

#### 4. RENTAL:

The Lessee shall pay the Lessor rent at the following rate: \$97,000 per annum by payments of \$8,083.33 per month. Rent for a lesser period shall be prorated. Payments shall be made by PEO-SOFSA, 5751 Briar Hill Road, Lexington, KY 40516 to the Board of County Commissioner, Okaloosa County, Florida by EFT.

FUND SITE: 97 8 0300 56SA 8979 2571 SW 24624B00 SOF8EACJAPRON 8SOF45 S18001

#### 5. OWNERSHIP:

The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

#### 6. TERMINATION:

a. The Lessee or the Lessor may terminate this lease at any time in whole or in part after November 30, 2018 by giving 60 days notice in writing and no rental shall be due for payment after the effective date of termination.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

#### 7. MAINTAINENCE

a. The Lessor shall, at all times, maintain the leased property in good repair and tenatable condition. In the event the Lessor shall be absent or otherwise unavailable, he shall provide the LESSEE the name, address, and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. The Lessor shall be responsible to perform all maintenance and repairs, which shall be performed in a timely manner. Scheduling of all maintenance and repairs shall be coordinated with the designated occupant representative of the LESSEE.

c. The LESSEE occupant representative will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification.

d. In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this lease.

#### 8. RESTORATION

The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, severe weather or reasonable and ordinary wear and tear. The parties agree that any settlement of damages by the Lessee, if any, shall be done at the end of each one year lease term period. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease hereto effectuating such settlement.

**9 DAMAGES:**

The Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel or anyone acting under their authority.

**10. TAXES:**

The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

**11. NOTICE:**

Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Okaloosa County  
Okaloosa County Airports  
1701 State Road 85 North, Suite 1  
Eglin AFB, FL 32542-1498

Lessee

U.S. Army Corps of Engineers, Mobile District  
Attention: RE-A (Blocher)  
P.O. Box 2288  
Mobile, Alabama 26628

**13. LESSOR'S SUCCESSORS:**

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

**14. COVENANT AGAINST CONTINGENT FEES:**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**15. OFFICIALS NOT TO BENEFIT:**

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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

**16. GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessee, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**17. EXAMINATION OF RECORDS:**

The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.


**18. MODIFICATION:**

No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

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

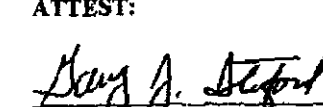
OKALOOSA COUNTY, FLORIDA

BY:

  
Graham W. Fountain  
Chairman, Board of County Commissioners

January 3, 2018  
Date Signed by Chairman

ATTEST:

  
J.D. PRADDOCK II  
CLERK of Circuit Court



United States of America

By: 

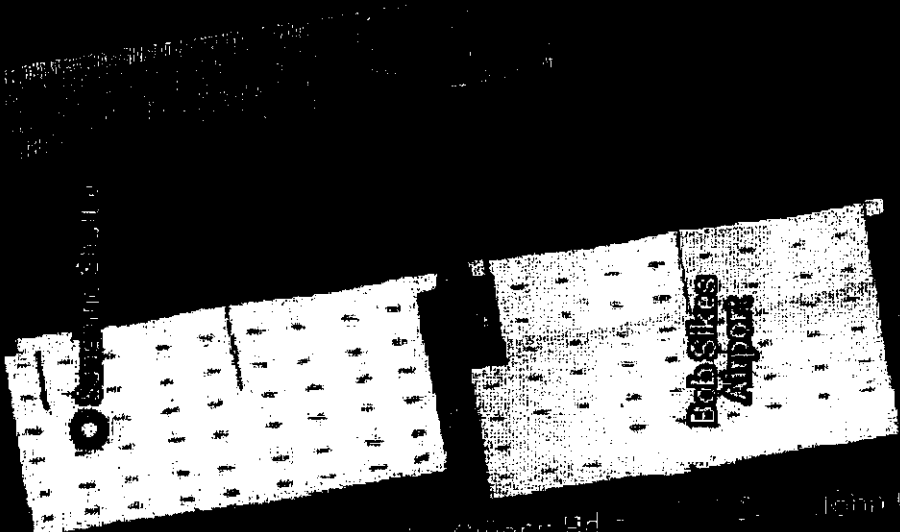
**Donovan D. Knight**  
**Acting Chief, Acquisition Branch**  
**Real Estate Contracting Officer**

**BLOCHER.GLEN**  
**N.E.1230682204**

Digitally signed by  
BLOCHER.GLEN.1230682204  
DN: cn=BLOCHER.GLEN.1230682204,  
o=U.S. Government, ou=DoD,  
c=US

Witness

Apron space encompasses all asphalt and concrete surfaces within the highlighted boundaries, totaling 194,000 sq. ft.



John Green Rd

John Green Rd

John Green Rd

John Green Rd

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/30/2019

Contract/Lease Control #: L18-0466-AP

Procurement#:

Contract/Lease Type: Lease

Award To/Lessee: US ARMY CORPS OF ENGINEERS MOBILE DISTRICT (USA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/1/2017

Expiration Date: 11/30/2019

Description of Contract/Lease: APRON SPACE AT THE BOB SIKES AIRPORT (CEW)

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: 06/12/2020

Contract/Lease Control #: L18-0466-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: US ARMY CORPS OF ENGINEERS MOBILE DISTRICT (USA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2017

Expiration Date: 11/30/2020

Description of: APRON SPACE AT THE BOB SIKES AIRPORT (CEW)

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



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

Procurement/Contract/Lease Number: L18-0466-AP Tracking Number: 3457-19  
Procurement/Contractor/Lessee Name: US Army Corp of Eng Grant Funded: YES \_\_\_ NO X  
Purpose: Renewal; Amendment  
Date/Term: 11-30-20  
Amount: \_\_\_\_\_  
Department: Airports  
Dept. Monitor Name: Stape

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White Moss Date: 8-29-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 9-3-19  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 9-6-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Tuesday, September 3, 2019 3:55 PM  
**To:** DeRita Mason  
**Subject:** RE: US Army Corp of Engineers Lease Renewal for Coordination

DeRita

This is approved by Risk Management.

Thank you

*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](mailto: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:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, August 29, 2019 8:17 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: US Army Corp of Engineers Lease Renewal for Coordination

Please review and approve the attached.

Thank you,

DeRita

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, September 5, 2019 4:24 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: US Army Corp of Engineers Lease Renewal for Coordination

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson P.A.**

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

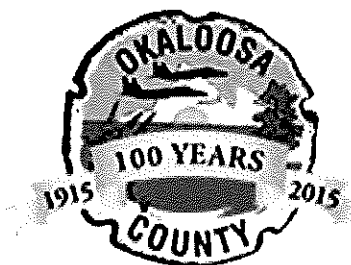
*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended 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:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, August 29, 2019 9:17 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: US Army Corp of Engineers Lease Renewal for Coordination

Please review and approve the attached.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@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](mailto:dminer@myokaloosa.com)>  
**Sent:** Wednesday, August 28, 2019 4:57 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>  
**Subject:** US Army Corp of Engineers Lease Renewal for Coordination

DeRita:

Please start the coordination for the US Army Corp of Engineers lease renewal and amendment (L18-0466-AP).  
Thank you.

Dave

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

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

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Supplemental Agreement No. 2  
to Lease DACW01-5-18-0793**

**Bob Sikes Airport Okaloosa County, Florida**

*June 2020* THIS SUPPLEMENTAL AGREEMENT entered into as of the 8 day of ~~December~~ *June* 2020, by and between **Okaloosa County, FL, a political subdivision of the State of Florida**, whose address is 1701 State Road 85 North Eglin AFB, Florida 32542 (*the "Lessor"*), and the United States of America (*the "Government"*). The Lessor and the Government may be referred to jointly as the "Parties" and each separately may be referred to as "Party".



**RECITALS**

On 1 December 2017 the Government and the County entered into Lease DACA01-5-18-793 (the "Lease") for approximately 194,000 sq. ft. of Apron space located at 5535 John Given Road, Crestview, Florida (Bob Sikes Airport). The term of the lease being from 1 December 2017 to 30 November 2018, with the Government having the right to four (4) options to renew the lease after 30 November 2018. Each option shall be for a one (1) year term and shall be exercised by providing at least (90) days advance notice prior to the lease expiration date.

- 1) By Supplemental Agreement No. 1, dated 01 December 2018, the Government exercised its option to extend the lease for another one year term from 1 December 2018 to 30 November 2019.
- 2) By Supplemental Agreement No. 2, the Government exercises Option Year 2 for the term 01 December 2019 to 30 November 2020 with the following additional modifications:
  - a) Reduce Apron Space from 194,000 to 180,000 as shown in Exhibit A – Supplemental Agreement 2 – Site Plan
  - b) Incorporate additional Provisions into this lease which is required by Lessor as a recipient of federal assistance. See Exhibit "B" – Supplemental Agreement 2 – General Civil Rights Provision.

**AGREEMENT**

- 1) The Lease is hereby modified in the following particulars but in no others:
  - a) The Parties agree to exercise option year 2 for the term of 01 December 2019 to 30 November 2020.
  - b) Section 2, titled "Property" is hereby replaced by the following:

Lessor  Government 

Exclusive use of approximately One Hundred Eighty Thousand (180,000) square feet of Airport apron space located at the Bob Sikes Airport in Okaloosa County, Florida, and shown on Exhibit A –Supplemental Agreement 2 – Site Plan attached and made part of this lease. The purpose of this lease is to give the Government exclusive use rights within the specified boundaries in order to mitigate unauthorized personnel and vehicle access, which create security concerns and could affect the efficiency of current Government operations in that area.

c. Section 4, titled "Rental" is hereby replaced by the following:

The Lessee shall pay, effective 01 December 2019, to the Lessor rent at the following rate: \$90,000 per annum paid in arrears per month. Rent for a lesser period shall be prorated. Payments shall be made by PEO-SOFSA, 5751 Briar Hill Road, Lexington, KY 40516 to the Board of County Commissioner, Okaloosa County, Florida by EFT.

FUND SITE:

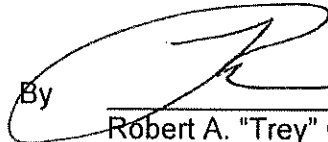

97 9 0300 5600 8979 2571 SW 24M84800 FAD919SW030021 9SOF1J S18001

d. Lessee agrees to incorporate General Clauses as stated in Exhibit "B" - Supplemental Agreement 2 – General Clauses

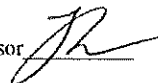
2. All other terms and conditions of the Lease shall be and remain the same.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement as of the day and year written above.

Lessor: OKALOOSA COUNTYO FLORIDA

By    
Robert A. "Trey" Goodwin III  
Chairman Board of County Commissioners

Date           MAY 0 5 2020          

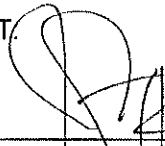
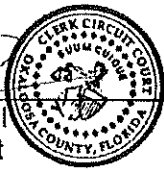
Lessor 

Government           DDM

SA 2 to Lease DACA01-5-18-0793

5535 John Givens Road  
Crestview, FL 32539

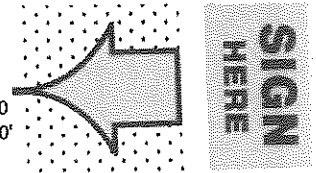
ATTEST.

  
  
 \_\_\_\_\_  
 J.D. Peacock II  
 Clerk of Circuit

The Government executes this Lease acting under the authority of Title 10 United States Code Section 2661.

Lessee  
The United States of America

By **MOTON.DERRICK** Digitally signed by  
**K.D.1230739320** MOTON.DERRICK.D.1230739320  
 Date: 2020.06.08 15:25:10 -05'00'  
 \_\_\_\_\_  
 Derrick D. Moton  
 Chief, SFO Branch  
 Real Estate Contracting Officer



Date \_\_\_\_\_


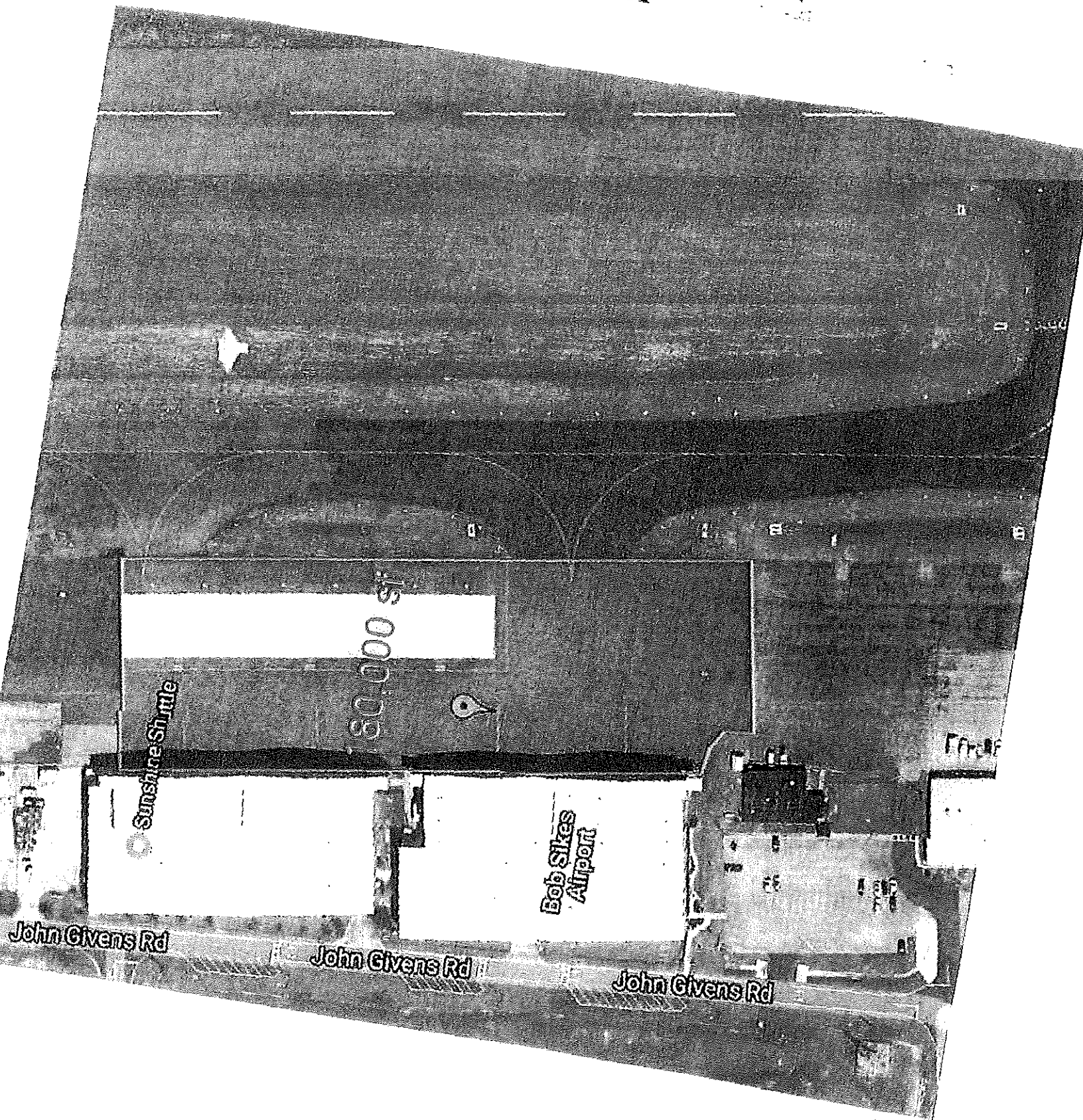
Lessor  \_\_\_\_\_ Government \_\_\_\_\_

Exhibit "A"



Sunshine Shuttle

50,000 sq

Bob Sikes  
Airport

John Givens Rd

John Givens Rd

John Givens Rd

FFR-06



Lease DACA01-5-18-0793  
Exhibit "B" - Supplemental Agreement No.2  
GENERAL CLAUSES

**1. DEFINITIONS (SEP 1999) (VARIATION) – 552.270-4:**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Casualty" means, but is not limited to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism.

(b) "Commencement Date" means the first day of the term.

(c) "Common area" means "that part of the premises provided, designated, and maintained by the Lessor for the common use of all tenants; including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, and elevators."

(d) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(e) "Contracting Officer" or "Government" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Government acting within the limits of their authority as delegated by the Government.

(f) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(g) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(h) "Effective Date" means the date on which the lease is signed by the Government.

(i) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

- (1) acts of God or of the public enemy,
- (2) acts of the United States of America in either its sovereign or contractual capacity,
- (3) acts of another contractor in the performance of a contract with the Government,
- (4) fires,
- (5) floods,
- (6) epidemics,
- (7) quarantine restrictions,
- (8) strikes,
- (9) freight embargoes,
- (10) unusually severe weather, or

(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(j) "Lessee" means "Government."

(k) "Lessor" means "Owner" or the sub-Lessor if this lease is a sublease.

(l) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's Expense.

(m) "Premises" means the space described on the U.S. Government Lease for Real Property lease form.

(o) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(p) "Usable square feet" means the usable office area or the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(q) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. **ALTERATIONS:** The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased. *Upon Government request*, the Lessor shall be required to obtain bids for the said work and to provide the bids to the Government. Any work to be performed through the Lessor will be implemented by supplemental agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government, and may be removed prior to the expiration or termination of this lease or abandoned in place.

### 3. **RESTORATION:**

a. The Lessor may, upon no less than ten (10) days written notice to the Government before termination or expiration of the lease, require restoration of the leased premises, subject to the exceptions to restoration stated below in paragraph b.

In this event, prior to the expiration or termination of this lease, or a reasonable time thereafter, the Government shall, at its sole election, either,

(1) Restore the premises to the same condition as that existing at the time of entering into the lease, or,

(2) Make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

b. The Government **shall not** restore the premises, either physically or by payment in lieu thereof, for damages as a result of reasonable ordinary wear and tear, the elements or circumstances over which the Government has no control, or alterations, or damages thereto, which the Government installed at its expense or the Lessor installed and was reimbursed by the Government through payment thereof.

4. **DAMAGES:** The Lessee shall be liable only for damages resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Lessee, including but not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Lessee, if any, shall be done at termination of the lease. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

5. **WARRANTY:** The Lessor certifies the mechanical equipment building systems, and the utilities to be in good serviceable and operating condition.

**6. HAZARDOUS TOXIC WASTES:**

a. The Lessor represents and certifies as part of the terms of this Lease that the site, building, and building space which are being leased to the Government, to the best of his or her knowledge, are not properties or structures with known or potential environmental contamination including but not limited to asbestos, lead paint, radon, or hazardous or toxic materials/substances/wastes and such substances have not been used on the said premises. This certification is a material representation of fact upon which the Government relies when entering into the lease. If it is later determined that environmental contamination is present, the Government reserves the right to require the Lessor, at no cost to the Government, to (1) remove such properties or structures or contaminated materials, substances, or wastes contained therein and restore the premises to the satisfaction of the Government, or (2) to take the necessary action to mitigate the hazardous or toxic waste condition or other environmental contamination, in accordance with local, state, and Federal laws, or (3) in the alternative, the Government, at its option, may terminate the lease effective upon notification without any penalty whatsoever. In addition to the rights under (1), (2), and (3) above, if it is determined that the Lessor has made a willful misrepresentation, the Lessor shall also be responsible for all costs and expenses of relocating to another location in the event the Government in its discretion determines it necessary to relocate to other premises.

b. The Lessor shall immediately notify the Government of any hazardous or toxic conditions or other environmental contamination in any part of the leased premises upon obtaining knowledge of the same.

**7. CHANGE OF OWNERSHIP:**

a. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

b. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

c. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

**8. CONDITION REPORTS:** A joint physical survey and inspection of the demised premises shall be made as of the delivery date contained in this lease, reflecting the then present condition, and will be documented on behalf of the parties hereto. Upon expiration or termination of this lease, a final inspection shall be conducted by representatives of both the Lessor and the Government. If restoration of damages is required, they shall be in written form signed on behalf of both parties and this lease amended by supplemental agreement.

**9. CHANGES (SEP 1999) (VARIATION) - 552.270-14**

a. The Government may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs);

(2) Work or services;

(3) Facilities or space layout; or

(4) Amount of space, provided the Lessor consents to the change.

b. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Government shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date;

- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) An equitable adjustment of the annual operating costs per the square feet specified in this lease.

c. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

d. Absent such written change order, the Government shall not be liable to Lessor under this clause.

#### **10. INVOICE REQUIREMENTS (SEP 1999) (VARIATION) - 552.232-70**

(This clause applies to payments other than rent.)

Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this lease or order, including the lease number and address of the leased premises.

#### **11. DELIVERY AND CONDITION (SEP 1999) - 552.270-17**

a. Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.

b. If the premises do not in every respect comply with the provisions of this lease the Government may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

#### **12. DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION) - 552.270-18**

a. With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

b. Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Government specifying such damages.

c. Delivery by Lessor of less than the square footage shown on the floor plan attached as Exhibit "A" to this lease shall in no event be construed as substantial completion, except as the Government permits.

d. The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Government) provides notice to the Government of the causes of delay. The Government shall ascertain the facts and the extent of delay. If the facts warrant, the Government shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

#### **13. PROGRESSIVE OCCUPANCY (SEP 1999) - 552.270-19**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premises unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**14. ACCEPTANCE OF SPACE (SEP 1999)- 552.270-29**

a. When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Government. The Government's designated representative shall promptly inspect the space.

b. The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required square footage as indicated in the floor plan attached as Exhibit "A".

**15. EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999) - 552.270-21**

Neither the Government's acceptance of the premises for occupancy or the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**16. MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) - 552.270-6 (VARIATION)**

a. Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor, its agents, representatives, contractors and assigns may at reasonable times (within 24 hours notice) enter the premises with the approval of and accompanied by the authorized Government representative in charge.

b. **Emergency Maintenance and Repairs.** The Lessee will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to:

- (1) failure of heating/cooling system to maintain specific temperature
- (2) failure of water system, including hot water
- (3) inadequate or no water pressure
- (4) leaking water pipes
- (5) blocked or leaking drains
- (6) electrical failure
- (7) sewage system malfunction
- (8) failure of security and fire protection systems, including alarms and sprinklers
- (9) Repair/replace exterior windows and doors including plate glass if applicable.

In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

**17. FIRE AND CASUALTY DAMAGE (JUN 2008) - 552.270-7**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**18. COMPLIANCE WITH APPLICABLE LAW (SEP 1999) - 552.270-8**

a. Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the 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, certificate of occupancy and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

b. SECURITY. Exit signs, emergency lighting, portable fire extinguishers, and fire protection systems, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes, or local ordinances, shall be provided and maintained by the Lessor. This includes, but is not limited to, the recharging of fire extinguishers and replacement of long life batteries (lithium) in smoke detectors. Equipment, services or utilities furnished, and activities of other tenants shall be free of safety, health, and fire hazards.

**19. FAILURE IN PERFORMANCE (SEP 1999) - 552.270-10**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**20. DEFAULT BY LESSOR DURING THE TERM (SEP 1999) - 552.270-22**

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

(1) 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 any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Government or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

b. If a default occurs, the Government may, by notice to Lessor, terminate this lease, in whole or in part, for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

**21. ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION) - 552.232-76**

a. The Government will make payments under this lease by electronic funds transfer (EFT), unless otherwise waived (*for hardship or tracking reasons of the lessor*). The Lessor must, no later than 30 days before the first payment:

- (1) Designate a financial institution for receipt of EFT payments.
- (2) Submit this designation to the Government or other Government official, as directed.

b. The Lessor must provide the following information:

(1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

- (2) Number of account to which funds is to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit UFC-DISB-4 (Direct Deposit Authorization Form), before payment can be processed.

c. If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

d. The documents furnishing the information required in this clause must be dated and contain the:

- (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
- (2) Lessor's name.
- (3) Lease number.

e. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

**22. PROMPT PAYMENT (SEP 1999) - 552.232-75**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

a. *Payment due date.*

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

b. *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.



c. Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

**23. SUBLETTING AND ASSIGNMENT (SEP 1999) - 552.270.5**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to the Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

**24. SUBSTITUTION OF TENANT AGENCY (SEP 1999) - 552.270-25**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any named in the lease.

**25. ASSIGNMENT OF CLAIMS (JAN 1986) - 52.232-23**

a. The Lessor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Lessor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Government authorizes such action in writing.

**26. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999) - 552.270-23**

a. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. 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. Government agrees, however, within twenty (20) business days next following the Government's receipt of a written demand, to 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 nondisturbance 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 Government 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 Government 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.

**27. NO WAIVER (SEP 1999) - 552.270-26**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**28. STATEMENT OF LEASE (SEP 1999) - 552.270-24**

a. The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

b. Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**29. MUTUALITY OF OBLIGATION (SEP 1999) - 552.270-28**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No set off pursuant to this clause shall constitute a breach by the Government of this lease.

**30. SUCCESSORS BOUND (SEP 1999) - 552.270-11**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**31. INTEGRATED AGREEMENT (SEP 1999) - 552.270-27**

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 the Lease.

**32. DISPUTES (JUL 2002) - 52.233-1**

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Government for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Government.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflect the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Government must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Government must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Government's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. If the claim by the Lessor is submitted to the Government or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Government, in writing, of the Lessor's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Government receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Government initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Government receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Government.

**33. EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized Government representative shall have the right, until the expiration of three (3) years after final payment of the agreed rental, to have access to and to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

**34. GRATUITIES TO GOVERNMENT EMPLOYEES:**

a. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agency or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease, provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph a. hereof the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**35. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

**THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

**36. COVENANT AGAINST CONTINGENT FEES (FEB 1990) – 52.203-5**

**37. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) – 52.222-21**

**38. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) – 52.209-6**

**39. EQUAL OPPORTUNITY (APR 2002) – 52.222-26**

**40. EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) – 52.222-35**

**41. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) – 52.222-36**

**42. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) – 52.222-37**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/30/2019

Contract/Lease Control #: L18-0466-AP

Procurement#:

Contract/Lease Type: Lease

Award To/Lessee: US ARMY CORPS OF ENGINEERS MOBILE DISTRICT (USA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/1/2017

Expiration Date: 11/30/2019

Description of Contract/Lease: APRON SPACE AT THE BOB SIKES AIRPORT (CEW)

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



**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA REQUEST**

CA#3

**DATE:** January 15, 2019  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** US Army Corp of Engineers Lease Renewal  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 1

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**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners of Supplemental Agreement No. 1 to a land lease (L18-0466-AP) with the United States of America Army Corp of Engineers to renew their lease agreement for 194,000 square feet of apron space at the Bob Sikes Airport, retroactive to December 1, 2018.

**BACKGROUND:** On December 1, 2017, the United States of America Army Corp of Engineers entered into an agreement to lease 194,000 square feet of apron space at the Bob Sikes Airport. The term of the lease was for one year and the United States of America Army Corp of Engineers requests to renew the lease for an additional year with a new expiration date of November 30, 2019. The procurement contract lease internal coordination sheet is attached.

**FUNDING SOURCE, (If Applicable):** N/A

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the United States of America Army Corp of Engineers Lease Renewal as stated above.

**RECOMMENDED BY:**

  
Tracy Stage, Airport Director

1/7/2019

**APPROVED BY:**

  
John Hofstad, County Administrator

1/9/2019

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

Procurement/Contract/Lease Number: L18-0466-AP Tracking Number: 313948  
Procurement/Contractor/Lessee Name: U.S. Army Corp Grant Funded: YES \_\_\_ NO X  
Purpose: Renewal  
Date/Term: 11-30-19  
Amount: \_\_\_\_\_  
Department: AP  
Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

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

**2CFR Compliance Review (if required)**

Approved as written: NA Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 10-1-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 10-1-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, October 01, 2018 5:03 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Thomas Martin  
**Subject:** RE: US Army Corp of Engineers Lease Renewal for Coordination

This is approved for legal purposes and risk purposes.

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**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Monday, September 24, 2018 12:38 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: US Army Corp of Engineers Lease Renewal for Coordination

Please review and approve.

Thank you,

DeRita

---

**From:** Dave Miner  
**Sent:** Monday, September 24, 2018 10:28 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** US Army Corp of Engineers Lease Renewal for Coordination

DeRita:

Please start the coordination for the attached US Army Corp of Engineers Lease Renewal (L18-0466-AP).  
Thank you.

Dave



US Army Corp of Engineers

L18-0466-AP

11-30-18

Lease states Lessee will notify County in writing prior to expiration date. If Lessee does not provide written notice prior to expiration date this lease will expire.

Sent e-mail to TS and Allyson on 9-11-18 with renewal for review

Received e-mail from TS on 9-11-18 stating he wants to wait to look at exhibits

Received e-mail from Allyson on 9-24-18 stating to send out for coordination

Sent e-mail to DeRita on 9-24-18 for coordination

Received e-mail from DeRita on 9-24-18 with coordination number

Received e-mail from DeRita on 10-2-18 coordination approved and will send the pink sheet

Mailed to Mr. Blocher on 10-2-18 for signature

Received pink sheet on 10-3-18

Received phone call from Mr. Blocher on 10-8-18 asking for word document

Sent e-mail to Mr. Blocker on 10-8-18 with word document

Sent e-mail to Mr. Blocher on 11-1-18 asking for status

Received e-mail from Mr. Blocher on 11-1-18 stating he will get it to us in the next couple of weeks

Sent e-mail to Mr. Blocher on 12-7-18 asking for update.

Received phone call from Mr. Blocher on 12-7-18 stating they have intentions to renew the lease. He is waiting on the funding for this lease and as soon as they receive it he will send the lease for execution. He also stated that payment should continue even though the lease is expired

Received e-mail from Mr. Blocher on 12-13-18 with Supplemental Agreement #1 for review

Sent e-mail to Allyson and TS on 12-13-18 for review

Received e-mail from Allyson on 12-14-18 stating OK for review

Sent to DeRita on 12-14-18 for coordination

Received e-mail from DeRita on 12-20-18 with address correction

Sent e-mail to DeRita on 12-20-18 stating the address listed is for the Airport

Received e-mail from DeRita on 12-20-18 stating to change address to County

Allyson sent e-mail to DeRita on 12-20-18 stating address is for the Airport where they need to send the payment

Received e-mail from DeRita on 12-20-18 stating address is OK and she will send the coordination sheet

Sent e-mail to DeRita on 12-31-18 asking for coordination sheet or should I use the previous coordination sheet

Received e-mail from DeRita on 1-2-19 stating to use original coordination sheet

Scheduled for Board Agenda on 1-15-19

**Supplemental Agreement No. 1  
to Lease DACA01-5-18-793**

194,000 sq. ft. Apron Space  
Bob Sikes Airport, Okaloosa County, Florida

**THIS SUPPLEMENTAL AGREEMENT** entered into as of the 1<sup>st</sup> day of December 2018, by and between Okaloosa County, FL, a political subdivision of the State of Florida whose address is 1701 State Road 85 North Eglin AFB, Florida 32542 "*Lessor*" and hereinafter referred to as "*the County*"), and the **United States of America** (*the "Government"*). The Lessor and the Government may be referred to jointly as the "*Parties*" and each separately may be referred to as "*Party*".

**RECITALS**

- A. On 1 December 2017 the Government and the County entered into Lease DACA01-5-18-793 (the "Lease") for approximately 194,000 sq. ft. of Apron space located at 5535 John Given Road, Crestview, Florida (Bob Sikes Airport). The term of the lease being from 1 December 2017 to 30 November 2018, with the Government having the right to four (4) options to renew the lease after 30 November 2018. Each option shall be for a one (1) year term and shall be exercised by providing at least (90) days advance notice prior to the lease expiration date.
- B. By this Supplemental Agreement No. 1, the Government exercises its option to extend the lease for another one year term from 1 December 2018 to 30 November 2019.

**AGREEMENT**

1. The Lease is hereby modified in the following particular but in no others:
- a. The Parties agree the term of the Lease is extended through 30 November 2019.
  - b. The total amount of rental for period 1 December 2018 through 30 November 2019 is \$97,000 per year (12 months) paid in 11 monthly payments of \$8,083.33 and 1 payment of \$8,083.37.
2. All other terms and conditions of the Lease shall be and remain the same.

CONTRACT # L18-0466-AP  
US ARMY CORPS OF ENGINEERS,  
MOBILE DISTRICT (USA)  
APRON SPACE AT THE BOB SIKES AIRPORT (CEW)  
EXPIRES: 11/30/2019

**FUND SITE:**

97 9 0300 5600 8979 2571 SW 24M84B00 FAD919SW030006 9SOF24 S18001

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement as of the day and year written above.

**Lessor:**

**OKALOOSA COUNTY, FLORIDA**

By Charles K. Windes, Jr.  
Charles K. Windes, Jr.  
Chairman Board of County Commissioners

Date 1/15/19



ATTEST:  
J.D. Peacock II  
J.D. Peacock II  
Clerk of Circuit Court



The Government executes this Lease acting under the authority of Title 10 United States Code Section 2661.

**Lessee: The United States of America**

By Derrick D. Moton  
Derrick D. Moton  
Deputy Chief, Real Estate Division  
Real Estate Contracting Officer

Date 1/23/19

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/09/2018

Contract/Lease Control #: L18-0466-AP

Procurement #: NA

Contract/Lease Type: LEASE

Award To/Lessee: U.S. ARMY CORPS OF ENGINEERS,  
MOBILE DISTRICT (USA)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/1/2017

Expiration Date: 11/30/2018

Description of  
Contract/Lease: APRON SPACE AT THE BOB SIKES AIRPORT (CEW)

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

**LAND LEASE**

Lease No.DACA01-5-18-793

For

**PUBLICALLY OWNED PROPERTY**

**LEASE**

**BETWEEN**

**OKALOOSA COUNTY a political subdivision of the state of Florida**

**AND**

**THE UNITED STATES OF AMERICA**

1. This LEASE, made and entered into this 1<sup>ST</sup> day of December in the year of 2017, under the Authority of Title 10 U.S.C. 2661

by: **The COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "County")**

Whose Address is: 1701 State Road 85 North, Eglin AFB, Florida 32542

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property:

Exclusive use of approximately 194,000 square feet of Airport apron space located at the Bob Sikes Airport in Okaloosa County, Florida, and shown on approximately on Exhibit A attached and made part of this lease. The purpose of this lease is to give the Government exclusive rights within the specified boundaries in order to mitigate unauthorized personnel and vehicle access, which create security concerns and could affect the efficiency of current Government operations in that area. (Lease location: 5535 John Givens Road, Crestview, FL 32539)

3. **LEASE TERM:**

The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning 1 December 2017 through 30 November 2018, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions, and consideration provided herein. This right shall not extend beyond 30 November 2022. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

**4. RENTAL:**

The Lessee shall pay the Lessor rent at the following rate: **\$97,000 per annum** by payments of **\$8,083.33 per month**. Rent for a lesser period shall be prorated. Payments shall be made by PEO-SOFSA, 5751 Briar Hill Road, Lexington, KY 40516 to the Board of County Commissioner, Okaloosa County, Florida by EFT.

FUND SITE:

97 8 0300 56SA 8979 2571 SW 24624B00 SOF8EACJAPRON 8SOF45 S18001

**5. OWNERSHIP:**

The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

**6. TERMINATION:**

a. The Lessee or the Lessor may terminate this lease at any time in whole or in part after November 30, 2018 by giving 60 days notice in writing and no rental shall be due for payment after the effective date of termination.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

**7. MAINTAINENCE**

a. The Lessor shall, at all times, maintain the leased property in good repair and tenantable condition. In the event the Lessor shall be absent or otherwise unavailable, he shall provide the LESSEE the name, address, and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. The Lessor shall be responsible to perform all maintenance and repairs, which shall be performed in a timely manner. Scheduling of all maintenance and repairs shall be coordinated with the designated occupant representative of the LESSEE.

c. The LESSEE occupant representative will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification.

d. In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this lease.

**8. RESTORATION**

The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, severe weather or reasonable and ordinary wear and tear. The parties agree that any settlement of damages by the Lessee, if any, shall be done at the end of each one year lease term period. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease hereto effectuating such settlement.

**9 DAMAGES:**

The Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel or anyone acting under their authority.

**10. TAXES:**

The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

**11. NOTICE:**

Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Okaloosa County  
Okaloosa County Airports  
1701 State Road 85 North, Suite 1  
Eglin AFB, FL 32542-1498

Lessee

U.S. Army Corps of Engineers, Mobile District  
Attention: RE-A (Blocher)  
P.O. Box 2288  
Mobile, Alabama 26628

**13. LESSOR'S SUCCESSORS:**

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

**14. COVENANT AGAINST CONTINGENT FEES:**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**15. OFFICIALS NOT TO BENEFIT:**

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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

**16. GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**17. EXAMINATION OF RECORDS:**

The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

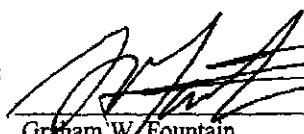
**18. MODIFICATION:**

No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

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

OKALOOSA COUNTY, FLORIDA

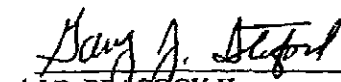
BY:

  
Graham W. Fountain  
Chairman, Board of County Commissioners



January 3, 2018  
Date Signed by Chairman

ATTEST:

  
J.D. PROCOCK II  
CLERK of Circuit Court





United States of America

By: 

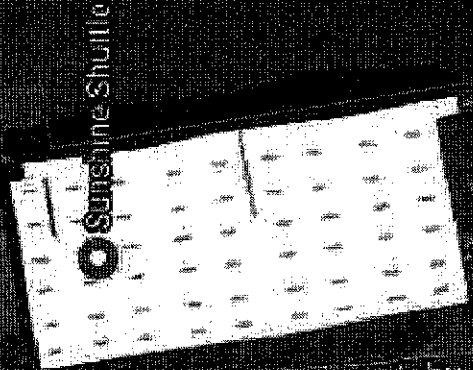
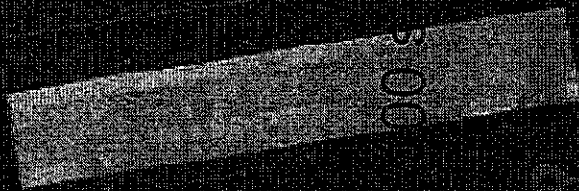
**Donovan D. Knight**  
**Acting Chief, Acquisition Branch**  
**Real Estate Contracting Officer**

BLOCHER.GLEN  
N.E.1230682204

Digitally signed by  
BLOCHER.GLEN.N.E.1230682204  
DN: cn=US, o=U.S. Government, ou=Dod,  
email=BLOCHER.GLEN.N.E.1230682204  
Date: 2018.03.07 10:58:04 -0500

Witness

Apron space encompasses all asphalt and concrete surfaces within the highlighted boundaries, totaling 180,000 sq. ft. and 14,000 sq. ft. totaling 194,000 sq. ft.



John Givens Rd

John Givens Rd

John Givens Rd

Adora Teal Way



**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** January 3, 2018  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Bob Sikes Airport Land Lease (aircraft apron/ramp space) United States of America  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 1

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**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners' approval of a Land Lease (aircraft apron/ ramp space) with the United States of America U.S. Army Corps of Engineers at the Bob Sikes Airport.

**BACKGROUND:** The United States of America U. S. Army Corps of Engineers requests to lease (194,000 sf) square feet of aircraft apron ramp/ space at the Bob Sikes Airport. The purpose of this lease is to provide a Government-Owned (leased) Contractor Operated (GOCO) facility with exclusive rights within the specified boundaries in order to perform modifications to military assets and restrict unauthorized personnel and vehicle access which create security concerns and could affect the efficiency of operations in these areas. The procurement contract lease internal coordination sheet is attached.

**REVENUE COLLECTION INFORMATION:**

Department # 4220R  
Account # 344173  
Amount \$80,833.30 (FY2018)

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve this Land Lease for aircraft apron/ ramp space with the United States of America U.S. Army Corps of Engineers at the Bob Sikes Airport with a retroactive start date of December 1, 2017.

  
\_\_\_\_\_  
Tracy Stage, Airport Director 12/21/2017

**RECOMMENDED BY:**  
**APPROVED BY:**

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

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 2151-18  
Procurement/Contractor/Lessee Name: land lease w/ USA Grant Funded: YES \_\_\_ NO   
Purpose: Apron Space @ the Bob Sikes Airport  
Date/Term: 11-30-18 renewal year-to-year 1.  GREATER THAN \$100,000  
Amount: 97,000.00 annually until 11/30/2022 2.  GREATER THAN \$50,000  
Department: Airports 3.  \$50,000 OR LESS  
Dept. Monitor Name: STAGE/MINER

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 12/17/17  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written:  
[Signature] Date: 12/14/17  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: See Approval Dated Date: 12/14/17  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: See Approval Dated Date: 12/14/17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:  
**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## Matthew Young

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, December 14, 2017 8:53 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter; Krystal King  
**Subject:** RE: CEW Land Lease with USA for Coordination

This is approved for legal purposes.

**From:** Matthew Young [mailto:[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)]  
**Sent:** Thursday, December 14, 2017 9:09 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter; Krystal King  
**Subject:** FW: CEW Land Lease with USA for Coordination  
**Importance:** High

Please see the attached item for coordination.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: 904-689-6901 Fax: 904-689-4477  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)  
1219 Old Barbel Road, Suite 400, Crestview, FL 32536

*Please note: Certain Florida laws require public records and information to be available to any person who requests them regardless of whether such records are paid or not. In order to protect privacy and to make appropriate use of the public records laws, certain records are exempt from public release. If you are a member of the public who is requesting records, please note that the records may be withheld from public release.*

**From:** Dave Miner  
**Sent:** Wednesday, December 13, 2017 3:38 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** CEW Land Lease with USA for Coordination

Matthew:

Please start the coordination for the attached CEW Land Lease with USA.  
Thank you.

Dave

➤ David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

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

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Matthew Young

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**From:** Krystal King  
**Sent:** Thursday, December 14, 2017 9:35 AM  
**To:** Matthew Young; Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter  
**Subject:** RE: CEW Land Lease with USA for Coordination

Risk Management approved.

*Krystal King*  
Okaloosa County  
Risk Management  
(850)689-5977  
Fax (850)689-5973

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**From:** Matthew Young  
**Sent:** Thursday, December 14, 2017 8:09 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Subject:** FW: CEW Land Lease with USA for Coordination  
**Importance:** High

Please see the attached item for coordination.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: 910-304-5967 Fax: 910-689-5977  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)  
<114 Old Banker Bld. Room 4 Okaloosa, FL 32568>

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**From:** Dave Miner  
**Sent:** Wednesday, December 13, 2017 3:38 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** CEW Land Lease with USA for Coordination

Matthew:

Please start the coordination for the attached CEW Land Lease with USA.  
Thank you.

Dave

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

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