

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/15/2024

Contract/Lease Control #: C11-1859-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NATIONAL MUSEUM OF USAF

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/12/2024

Expiration Date: 03/31/2029

Description of: LOAN AGREEMENT #SDA0398 FOR F-15 STATIC DISPLAY

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** March 12, 2024  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** F-15 Static Display Loan Agreement Renewal for 2024-2029  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners authorize the Chairman to sign the F-15 Static Display loan agreement renewal for 2024 - 2029 with the National Museum of the United States Air Force (C11-1859-AP).


**BACKGROUND:** On January 16, 2009, the Board approved the initial F-15 Loan Agreement, SDA 0398, with the National Museum of the United States Air Force Static Display Loan Program. The agreement requires renewals by the Board's Chairman and confirmation that all loaned components are in good condition. Airport staff verified the aircraft's condition, confirmed the inventory report, revised the point of contact information sheet, and has produced digital images of the loaned property (pictures included for your review) per the agreement requirements. The loan instructions are attached for your review. The loan agreement, inventory report, point of contact information sheet, digital images, and the certificate of insurance will be sent to the National Museum of the United States Air Force together. In accordance with the attached loan renewal instructions, the 2023 Point of Contact Information Sheet has been lined through and correct information has been annotated.

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

**OPTIONS:** Approve, Deny or Postpone

**RECOMMENDATIONS:** Authorize the Chairman to sign the inventory report and the loan agreement with the National Museum of the United States Air Force for 2024-2029.

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Tracy Stage, Airport Director 2/29/2024

**APPROVED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 3/5/2024

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

**2024-2029 LOAN AGREEMENT, SDA0398**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the OKALOOSA COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of FL and located at SHALIMAR, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

**9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the



FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

10.1. The Borrower agrees to the greatest extent permitted by FL Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

11.1. The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

## **12.0. Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.3.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

**13.1.** No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

**13.3.** In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

**13.4.** For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**13.5.** All record keeping will reflect the true serial number.

**14.0. Radioactive Components.** In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

## **15.0. Loan Termination.**

**15.1.** The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

**15.3.** In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

**15.4.** Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

**15.5.** The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27<sup>th</sup> Day of January 2024, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA Digitally signed by SHAW.MELISSA.L.1268824703 Date: 2024.01.27 17:42:00 -0500  
A.L.1268824703  
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839


Email: melissa.shaw@us.af.mil

**ACCEPTANCE**

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 12<sup>th</sup> day of March 2024, at 8:30 AM

Okaloosa County Board of County Commissioners  
(Name of Borrower/Organization)

By:   
(Signature)

Paul Mixon, Chairman  
(Typed or Printed Name & Title)

Address: 1250 N. Eglin Parkway, Suite 100  
Shalimar, FL 32579

Telephone: (850) 651-7105

Email: pmixon@myokaloosa.com



**NATIONAL MUSEUM OF THE U.S. AIR FORCE  
INVENTORY REPORT  
RCS: HAF-HO(A) 8801**


Loan Account Number: SDA0398

03-Jan-24

Catalog Number	Nomenclature	Field Site Location	Value
SD-2009-0002	AIRCRAFT, F-15A(GF), 75-0044	Destin-Fort Walton Beach AP	\$21,000.00

**I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.**

**Signature:**



(Historical Property Custodian)

Paul Mixon

Typed or Printed Name

Chairman, Okaloosa County Board of County Commissioners

Typed or Printed Title



March 12, 2024

(Date)

National Museum of the United States Air Force™

Loan Account Point of Contact

2024

Loan Account Number SDA0398

City/Organization Name **OKALOOSA COUNTY**

Mailing Address 1250 N EGLIN SKWY, SUITE 100

City SHALIMAR

State FL

Zip Code 32579

Historical Property Custodian ~~MR~~ **ROBERTA GOODWIN,**  
~~"TREY"~~ **III**

Title CHAIR, OKALOOSA COUNTY BOARD

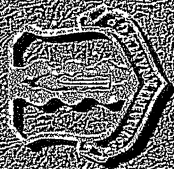
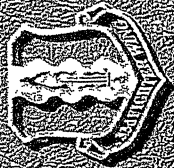
Primary Point of Contact (POC) MR TRACY STAGE

Title AIRPORT DIRECTOR

Primary POC Phone Numbers 850-651-7160 (Airport)  
850-651-7105 (County Board Ofc)

Primary POC Email Address [tstage@myokaloosa.com](mailto:tstage@myokaloosa.com)

MR PAUL MIXON



## BRIEF HISTORY OF THE 33<sup>RD</sup> FIGHTER WING BASEBALL

Plus Point Air Center, the base was made by the 33<sup>rd</sup> Fighter Wing since January 1971, when it was established as the 33<sup>rd</sup> Fighter Group at Maxwell Field, New York. From there, the unit deployed to West Germany during World War II, to North Africa, the Mediterranean, China, India, and Burma.

Throughout the years, the wing has operated various locations and flown many different aircraft, including the Mustang, Mustang II, F-105, the 33<sup>rd</sup> Tactical Fighter Wing arrived at Eglin Air Force Base, Florida, operating the F-4 Phantom until transitioning to the F-15 Eagle in 1979. In 1992, the unit was re-designated the 33<sup>rd</sup> Fighter Wing.

The F-15 Eagle proudly served the 33<sup>rd</sup> Fighter Wing for more than 30 years at Eglin AFB and played a prominent role in national security. The Nomads participated in every major contingency operation from 1988-2008, providing air superiority at home and abroad. Most notably during Operation DESERT STORM, the Nomads led all coalition units with 16 aerial victories.

The F-15 Eagle on display is F-15A, Serial No. 75-004, but painted and marked to depict F-15C, Serial No. 82-005, flown by the 38th Fighter Squadron, 33<sup>rd</sup> Fighter Wing from 2005-2009, and assigned to Captain Al Frazier, who tragically lost his life during a mission over the Gulf of Mexico on 20 Feb 2008.

This aircraft is on loan from the National Museum of the United States Air Force.

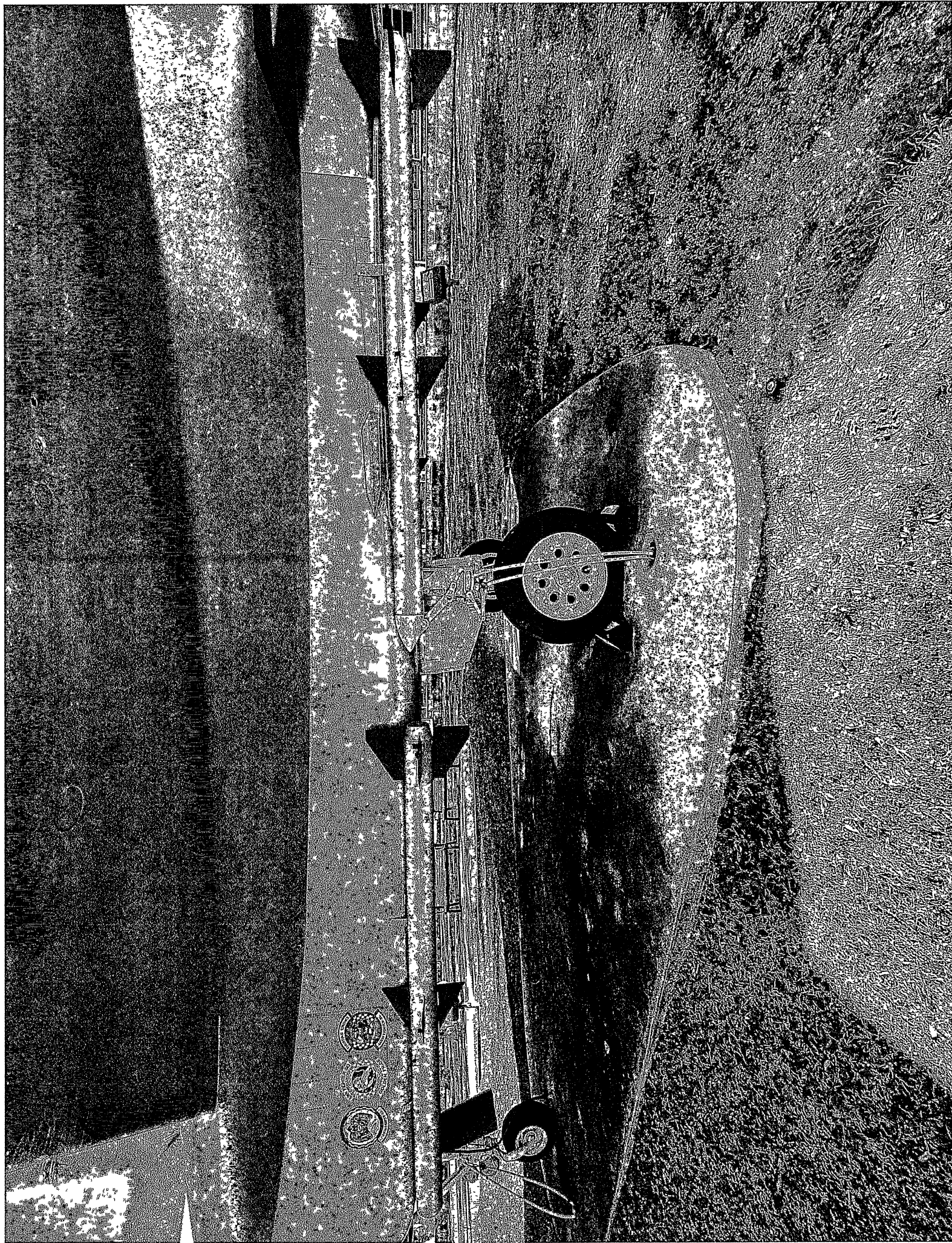
DeKalb County operates the Northwest Florida Regional Airport (VPS) on land leased from Eglin AFB with the mission of providing quality commercial air transportation services for active duty service members, veterans, business, and the civilian community. The entire region has benefited from this partnership since 1957 and the innovative approach of sharing an airfield has strengthened the community while complementing the area's military bases.







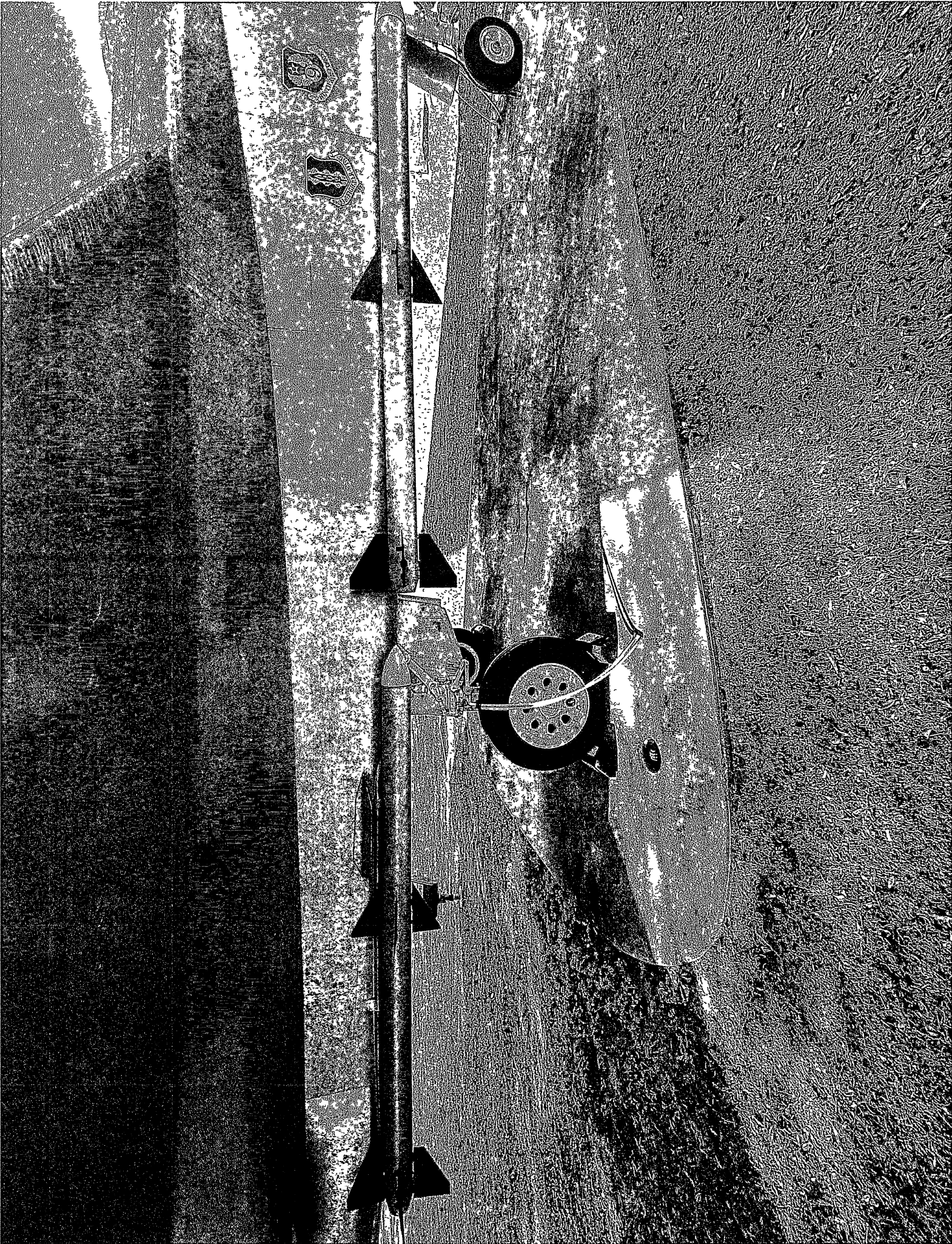




















## INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. **LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

**NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement.** Return the entire document, excluding Attachments 1&2.

2. **INVENTORY REPORT:** Complete a physical inspection of each item, verifying the nomenclature (object name) against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the certification statement at the bottom of the inventory.

3. **POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and highlight any changes to update the information. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian.
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions about the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. **PHOTO REQUIREMENT:** Provide current digital images in JPG format. No videos, movies, PowerPoints, etc.. will be accepted.

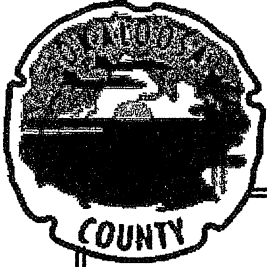
Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. Images for all other artifacts will be of sufficient detail to insure positive identification and condition of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).

5. **INSURANCE:** Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. **RETURN CHECK LIST:** It is not necessary to complete the return check list. It is added to the package to aid you in completing all required elements.



# Board of County Commissioners Risk Management Department

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February 22, 2024

Ms. Melissa Shaw

Re: Contract C11-1859-AP

Dear Ms. Shaw,

Please accept this letter in lieu of proof of insurance on the above-mentioned contract.

Okaloosa County BCC has the ability to reimburse the National Museum of the Air Force at the FRV of the property. This will include this and all future renewals.

Sincerely,

**Karen Thomas**

Risk Manager

Okaloosa County BCC, Risk Management

302 N. Wilson Street Suite 301

Crestview, Fl. 32536

FAX 850.689.5973

[Kthomas@myokaloosa.com](mailto:Kthomas@myokaloosa.com)