

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: APRIL 20, 2012

Contract/Lease Control #: #C11-1949-AP

Bid #: NA Contract/Lease Type: MOA

Award To/Lessee: FAA

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 07/01/2011

Expiration Date: 09/30/2031

Description of Contract/Lease: NO COST LAND ON AIRPORT MOA

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: _____

Remarks:

Cc: Finance Dept Contracts & Grants Division

FOLLOW-UP
EXHIBIT E

e. mailed to Dave M.
7/11/11
JK

4/18/12 JK

6-14-11

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: _____ Tracking Number: 308-11
Contractor/Lessee Name: No cost Land on Airport Agreement (FAA)
Purpose: weather Aid on Destin Airport
Date/Term: 9-30-2031 GREATER THAN \$10,000
Amount: 0 \$10,000 OR LESS
Department: airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 6/15/11

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 6-16-11

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 7/29/11

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFAEN-11-L-00134

Geographical Location: DESTIN, FL

This agreement is made and entered into by the **OKALOOSA COUNTY**, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the **Destin Airport**.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 7/1/2011 and continuing through 9/30/2031. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for

Federal Aviation Administration
DTFAEN-11-L-00134
KDM

extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as **Destin Airport**, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, **Destin Airport** shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:

DESTIN AIRPORT
1701 STATE RD 85
ELGIN AFB, FL 32542

FEDERAL AVIATION ADMINISTRATION:

ATTN: REAL ESTATE, ASO-53
P.O. BOX 20636
ATLANTA, GA 30320

11. PREVIOUS LEASE(S)/AGREEMENT(S)

This agreement supersedes Land Lease numbers:

DTFA06-00-L-20081
DTFA06-96-L-16240

This lease is hereby terminated.

12. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. ASOS SPECIAL STIPULATIONS:

13.1 Lessor shall maintain vegetation to less than 10 inches in height within 100 feet of the FAA's ASOS Site (s).

13.2 Lessor shall notify FAA's airport operation maintenance office when construction or agricultural (tilling, mowing, harvesting, etc.) activity is scheduled or occurs that produces abnormal amounts of dust at the FAA's ASOS sensor equipment site(s).

13.3 Lessor shall not construct adjacent to FAA's ASOS sensor(s) site, major paved surfaces, irrigated or drainage areas, or test/run-up facilities that may significantly alter temperature, humidity, or wind measurement.

13.4 Lessor shall not create topographical surface changes (excavation or mounding) within 500 feet of ASOS sensor(s). Smooth and gradual surface changes are essential to representative wind measurement.

13.5 Lessor shall keep trees within a 1000 radius of the FAA's ASOS sensor site(s) and on airport property trimmed and thinned so that growth does not progressively degrade the representativeness of wind measurements from the baseline conditions that existed upon installation.

13.6 Lessor agrees to plan airport developments so new buildings and construction:

- (1) do not degrade wind speed/direction or temperature/humidity measurements
- (2) do not block or electronically interfere with the UHF data-link line-of-sight between ASOS sensor site(s) and FAA's ASOS ACU processor located in the Pilot's Lounge in the Terminal Building.
- (3) do not interrupt or endanger the steady supply of electrical power to the FAA ASOS sensor site(s) and ASOS processor, located in the Pilot's Lounge in the Terminal Building;
- (4) or so that acceptable alternative measures are jointly agreed to by the Lessor and FAA before potentially disruptive construction or development is undertaken.

13.7 Lessor shall provide for the power access to the FAA ASOS ACU, and associated electrical equipment and cables to the FAA ASOS equipment.

14. SIGNATURES (Apr-04):


The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

DESTIN AIRPORT

UNITED STATES OF AMERICA,

FEDERAL AVIATION
ADMINISTRATION

By: 

By: 
Stacie Huelsbeck

Title: 

Title: Real Estate Contracting Officer

Date: 07-12-11

Date: 7/14/11

Dated: 7/1/2011

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAEN-11-L-00134

DESTIN AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	(DTS) ASOS		12893	Previously covered under Lease DTFA06-00-L-20081
2.	(DTS) RTR		Support	No previous Lease
3.	(PKZ) NDB		12782	Previously covered under Lease DTFA06-96-L-16240

- **NDB Facility is in the process of being decommissioned.**