

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: September 11, 2013

Contract/Lease Control #: C13-2064-AP

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DAVID L. BENNETT AVIATION CONSULTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/11/2013

Term: INDEFINITE

Description of Contract/Lease: CONSULTING SERVICES AGREEMENT

Department: AP

Department Monitor: SUNIL HARMAN

Monitor's Telephone #: 850-651-7160

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

Date Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

***Bennett Aviation Consulting, Inc.***  
10908 Picasso Lane  
Potomac, MD 20854-1710

November 26, 2013

Sunil Harman  
Director of Airports  
Northwest Florida Regional Airport  
1701 SR 85 North  
Eglin AFB, FL 32542

Dear Mr. Harman:

RE: Amendment 1 to Consulting Services Agreement

The County and Bennett Aviation Consulting entered into the basic Consulting Services Agreement on September 10, 2013, for assistance of my firm in responding to a complaint against the County filed with the Federal Aviation Administration.

In the time allotted under the initial contract, I reviewed complaints filed with the FAA by a banner tower seeking access to Destin Airport; drafted and submitted a comprehensive answer to the complaints for the County to file with the FAA; and had multiple email and phone contacts with FAA Airports and Flight Standards offices. My draft of a response to the second complaint letter filed by the complainant's attorney reached the end of the initial level of effort funded under the original contract.

Resolution of the Part 13 informal complaint to the FAA will likely involve some additional filing with the FAA, as well as telephone and email communications with FAA staff. I do not expect the remaining effort to take as much time as responding to the two written complaints already filed, however.


I estimate the remaining consulting services on the informal complaint can be completed within about 11 hours of professional time. Accordingly, I propose to amend the existing agreement to add additional funding of \$4000.00, with all other terms of the original Consulting Services Agreement remaining the same.


If acceptable to you, please indicate your acceptance of the terms and conditions of this Amendment 1 by having the Amendment executed below and returning the enclosed copy of this Amendment to me.

**ACCEPTED AND AGREED TO:**

Okaloosa County, Florida

David L. Bennett Aviation  
Consulting, Inc.

  
Richard Brannon  
Purchasing Director

  
David L. Bennett  
President

Date 12/4/13

Date November 26, 2013

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2064 AP Tracking Number: 710-13

Contractor/Lessee Name: David L. Bennett Aviation Consulting, Inc. Grant Funded: YES \_\_\_ NO

Purpose: Consulting Services Agreement

Date/Term: Indefinite 1.  GREATER THAN \$50,000

Amount: as proposed hourly rates NTE \$6,500.00 2.  GREATER THAN \$25,000

Department: Airports 3.  \$25,000 OR LESS

Dept. Monitor Name: S. Harman / J. Morris

Document has been reviewed and includes any attachments or exhibits.

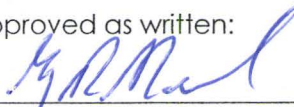
**Purchasing Review**

Procurement requirements are met:

  
Purchasing Director or designee

Date: 8/16/13

**Risk Management Review**

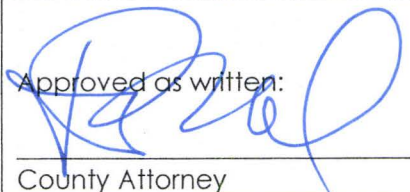
Approved as written: 

Risk Manager or designee

Insurance? Didn't we have insurance in this last week? \*Changes made to sections IV + V

Date: 8/19/13 July 8/20/13

**County Attorney Review**

Approved as written: 

County Attorney

Date: 8/21/13

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_

Contracts & Grants Manager

Date: \_\_\_\_\_

**Jon Morris**

---

**From:** Gary Real  
**Sent:** Friday, August 30, 2013 11:02 AM  
**To:** Jon Morris  
**Subject:** RE: Consulting Agreement David L. Bennett Aviation Consulting (BAC)

Based on your statements below. I do not believe we need the professional liability.

Gary R. Real  
Risk Manager, Okaloosa County Florida  
850-689-5979

**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:** Jon Morris  
**Sent:** Friday, August 30, 2013 9:54 AM  
**To:** Gary Real  
**Cc:** Richard Brannon; Sunil Harman; Mike Stenson  
**Subject:** Consulting Agreement David L. Bennett Aviation Consulting (BAC)

Gary,

This request for waiving the requirements for liability insurance coverage of \$1,000,000 is based on the following factors:

BAC is not representing us in any official capacity in court.  
BAC is advising us on procedures and language for answering a Part 13 complaint filed with the FAA by Timberview Helicopters over the airport's decision not to allow banner towing at Destin Airport.  
BAC will not travel to Okaloosa County to perform these duties.

Your understanding and acceptance will be appreciated.

*Jon*

Jon Morris, C.M.  
Administration & Finance Manager  
Okaloosa County Airports  
(850)651-7160 Ext 1005

Search Results

**Current Search Terms: David\* L. bennett\* aviation\* consulting\* Inc\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Consulting Services Agreement

FOR

OKALOOSA COUNTY

---

**August 2013**

This *Consulting Services Agreement* ("Agreement") is entered into between David L. Bennett Aviation Consulting, Inc. (BAC), having an address for purposes of this Agreement of 10908 Picasso Lane, Potomac, Maryland 20854, and Okaloosa County, a political subdivision of the State of Florida (COUNTY).

### I. ENGAGEMENT OVERVIEW

- A. COUNTY desires to retain BAC for expert consultant services relating to U.S. government policy regarding airport grant compliance, standards, and other requirements for airport operation and financial management.
- B. Specifically, BAC is engaged to serve as outside consultant for the part 13.1 complaint to FAA. More specifically, to secure an extension, meeting with the FAA at HQ, Region and ADO as needed, reviewing the County's Department of Airports' response to the FAA on the complaint and making changes as needed and providing expertise to have the complaint dismissed.

### II. ENGAGEMENT TERMS

- A. Because the scope of requested services may change from time to time, BAC may amend these services in consultation with COUNTY to reflect changing developments and circumstances. Any changes to this agreement must be in writing and approved by both parties. As compensation, COUNTY will compensate BAC at the rate of \$500 per hour for deposition and court testimony, and \$375 per hour for all other work. A minimum of 10 hours will be billed for the engagement.

- B. BAC will not incur professional charges in excess of \$6,500.00 without prior written agreement from COUNTY.
- C. COUNTY will be invoiced monthly for professional time and for reasonable expenses incurred in the execution of this Agreement. BAC agrees to obtain approval from COUNTY prior to incurring any expense greater than fifty dollars (\$50.00). Invoices may be sent by email to [mstenson@co.okaloosa.fl.us](mailto:mstenson@co.okaloosa.fl.us) or by mail to the following address:

Northwest Florida Regional Airport  
1701 SR 85 North  
Eglin AFB, FL 32542

### III. INDEPENDENT CONTRACTOR

COUNTY retains BAC only for the purpose and to the extent set forth in this Agreement, and the relationship with COUNTY shall, during the term of this Agreement and any extensions thereto, if any, are that of an independent contractor.

### IV. INSURANCE

[Not applicable]

### V. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, BAC shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of BAC and other persons employed or utilized by BAC in the performance of this Agreement.

### VI. MISCELLANEOUS

- A. COUNTY recognizes that BAC now renders and may continue to render advice and other services to other parties. BAC will consult with COUNTY on any proposed new engagement during the term of this Agreement that has the appearance of the potential for a conflict with the interests of COUNTY in this matter.
- B. BAC will not disclose to any third party information that it receives from COUNTY that COUNTY designates as confidential without the prior written permission of COUNTY. This provision shall survive termination of the Agreement.




- C. Either party can terminate this Agreement by providing the other party 30 days written notice of termination and payment for work performed prior to the termination date.

Please indicate your acceptance of the terms and conditions of this Agreement by executing below and returning the enclosed copy of this Agreement to BAC.

**ACCEPTED AND AGREED TO:**

COUNTY

David L. Bennett Aviation Consulting, Inc.

  
\_\_\_\_\_  
Richard Brennan  
PUNCH-DIRECTOR

  
\_\_\_\_\_  
David L. Bennett  
President

Date 09-10-13

Date 9/4/13