CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	10/24/2016
Contract/Lease Control #:	C17-2471-AP
Bid #:	N/A
Contract/Lease Type:	CONTRACT
Award To/Lessee:	DOT/FAA
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	10/17/2016
Term:	UPON FINAL PAYMENT
Description of Contract/Lease:	NON-REIMBURSABLE AGREEMENT
Department:	AP
Department Monitor:	STAGE/MINER
Monitor's Telephone #:	<u>850-651-7160</u>
Monitor's FAX # or E-mail:	tstage@co.okaloosa.fl.us
Closed:	

Finance Department Contracts & Grants Office

cc:

Entity Dashboard	FEDERAL AVIATION ADMINISTRATION DUNS: 928338656 CAGE Code: 81341 Status: Active Expiration Date: 06/13/ Purpose of Registration: Federal Assistance Awards as	nd Intragovernmental Transactions
 Entity Registration Core Data Assertions 	Entity Overvie	
Assertions Reps & Certs POCs	Entity Registration Summary Name: FEDERAL AVIATION ADMINISTRATION Doing Business As: F A A Business Type: US Federal Government	
 Exclusions Active Exclusion Inactive Exclusions 	Last Updated By: Tommy Warren Registration Status: Active Activation Date: 06/13/2016	
Excluded Family Members RETURN TO SEARCH	Exclusion Summary Active Exclusion Records? No	

SAM | System for Award Management 1.0

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USER NAME

PASSWORD







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

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: New	Tracking Number: 1798-16	
	Grant Funded: YES / NO	
Contractor/Lessee Name: FDOT / FAA		
Purpose Non-Federal Rein bursable between FAA	1 Carty	
Date/Term: FY 17 - 21	1. GREATER THAN \$50,000	
Amount:	2. GREATER THAN \$25,000	
Department: Airports Dept. Monitor Name: Stage / miner	3. \$25,000 OR LESS	
Dept. Monitor Name: Stage / miner		
Document has been reviewed and includes any attachments or exhibits.		
Purchasing Coordinatio	n	
Date: 7/18/2016 Purchasing Manager or Designee Zan Fedorak, Joanne Kublik or Charles Powell		
Risk Management Revie	W	
Approved as written:		
Risk Manager or designee Laura Porter or Krystal K	Date: 7-20-14	
County Attorney Review	<i>t</i>	
Approved as written:	Data: 8 · 25 · //a	
County Attorney Gregory T. Stewart, Lynn Hoshihara, N	Date.	
Following Okaloosa County approval:		
Contracts & Grants		
Document has been received:	Date:	
Contracts & Grants Manager	Date.	

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: (NEW)	Tracking Number:
Contractor/Lessee Name: FOOT / FAA	Grant Funded: YES NO
Contractor/Lessee Name: FOOT/FAA Purpose: Now Folemal Relimburable Agr	reement
	1. GREATER THAN \$50,000
Amount:	2. Greater than \$25,000
Department: Air forts	3. \$25,000 OR LESS
Dept. Monitor Name: Stage / miner	
Document has been reviewed and includes any attachme	ents or exhibits.
Purchasing Review	
Procurement requirements are met:	
Trocoromonito qui emens di e mot.	Date:
Purchasing Director or designee	Duie.
Risk Management Revie	ew
Approved as written:	
Risk Manager or designee	Date:
County Attorney Review	W
Approved as written:	
County Attorney	Date:
Following Okaloosa County ap	oproval:
Contract & Grant	
Document has been received:	
	Date:
Contracts & Grants Manager	WAR AND A STATE OF THE STATE OF
Grant Funded Contract # AJW-FN-ESH-15-1300(AJW-FN-ESH-16-9333)	(Yes) of These Agreement but
AJW-FN-ESH-16-93331	[NO] FAA has made some
ADW-0N-ESA-16-50-E	(yes) of these Agreements were (no) coordinated on but (no) FAA has made some corrections in one the agreement number and two of the total
	and two or the



Federal Aviation **Administration**

Sent

Electronically

October 16, 2016

Tracy Stage A.A.E Director Okaloosa County 1701 State Road 85 North Eglin AFB, FL 32542-1413

Dear Mr. Stage:

Attached is a copy of the fully executed Reimbursable Agreement:

AJW-ON-ESA-16-SO-000085 "Maintain ATCT FDIO system, Shout line and FDIO line at Destin Executive Airports (KDTS) ATCT for FY 17-FY 21"

Please forward the advance payment of \$18,081.28 to the FAA's Accounting Operations Branch made payable to Federal Aviation Administration to the address below. Please include the Reimbursable Agreement number on the check.

FAA Mike Monroney Aeronautical Center Attn: AMK-323, Reimbursable Project Team P.O. Box 25082 Oklahoma City, OK 73125

Overnight:

FAA Mike Monroney Aeronautical Center Attn: AMK-323, Reimbursable Project Team 6500 S. MacArthur Blvd Oklahoma City, OK 73169 (405) 954-9585

ATO - Eastern Service Center 1701 Columbia Avenue

College Park, GA 30337

It will take approximately 30 days after receipt of the full advanced payment to obtain project authorization so that the FAA activities may begin.

The closeout of a reimbursable agreement takes approximately eight months. Following completion of all terms as contained in the Reimbursable Agreement close out activities will be initiated. After close out activities are complete you will receive either a refund of any remaining monies from the prepayment or an invoice for remaining balance due. Please notify your accounting department to keep their files open until the final invoice is disbursed.

The attached agreement and subsequent receiving of funds is intended for the express activities described within the agreement and in no way implies or constitutes an acceptance into the Federal Contract Tower program.

If you have any questions or concerns, please contact Mia Murdock at (404)305-7333 or Chris Street at (404) 305-7331.

Sincerely,

JOHN H CARRAHER Digitally signed by JOHN H CARRAHER Date: 2016,10,18 14:22:03 -04'00'

John Carraher Acting Manager, NAS Planning and Integration - AJV-E34 Eastern Service Center

Agreement Number AJW-ON-ESA-16-SO-000085

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AND

OKALOOSA COUNTY DESTIN EXECUTIVE AIRPORT DESTIN, FLORIDA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Okaloosa County (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA:

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(1)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Okaloosa County.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide funding to the FAA for telephone and data service to support the Sponsor's project to maintain Air Traffic Control Tower Flight Data input/output (FDIO) maintenance, a permanent shout-line and a FDIO line at Destin Executive Airport (KDTS). Costs included in this Agreement are limited to Annual Recurring Charges (ARC) for maintaining telephone service for Fiscal Years 2017-2021.

The costs associated with this agreement are based on the Federal Telecommunications Infrastructure (FTI) service period estimated to begin during the Fiscal Year 2017 for coverage extending through September 30, 2021. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Maintain ATCT FDIO system, Shout line and FDIO line at Destin Executive Airport (KDTS) ATCT for FY17 – FY21

- B. The FAA will perform the following activities:
 - Initiate the request to provide telephone and data service and maintenance of FDIO at Destin Executive Airport ATCT. This will include one (1) Shout line, (1) FDIO line, and Recurring Costs associated with maintaining and use of FTI and FDIO service during Fiscal Year 2017-2021.
 - 2. Accomplish preventive and unscheduled maintenance as required. Response time for out of service equipment will generally be the next business day. If parts are required, the response time will be contingent upon parts availability.
- C. The Sponsor will perform the following activities:
 - 1. Provide the estimated funding to maintain the FDIO and shout-line for the Destin Executive Airport ATCT as described in paragraph B1 above and further articulated in Article 7 of this agreement.
 - 2. Provide unfettered access to the required equipment during preventive maintenance cycles and give notice to the Pensacola SSC as soon as unscheduled maintenance requirements are identified.

D.	This agreement is in whole or in part funded with funding from an AIP grant [] Yes
[X]	No. If Yes, the grant date is: and the grant number is:
	If the grant information is not available at the time of agreement
exec	cution, the Sponsor will provide the grant information to the FAA when it becomes
avai	dable.

ARTICLE 4. Points of Contact

A. FAA:

1. John Seliga is the Federal Contract Tower (FCT) Program Implementation Manager (PIM) and liaison with the Sponsor for issues related to the FCT Program and can be reached at (404) 305-7153. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Gail Edwards who can be reached at (404) 305-5182.

B. Sponsor:

Tracy Stage, Airport Director Okaloosa County 1701 State Road 85 North Eglin AFB, FL 32542-1413 (850) 651-7160

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer - RESERVED

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Preventive Maintenance 7hr @\$98=\$686 X 12 months	
=\$8,232 year X 5 years $=$ \$41,160.00	\$41,160.00
Emergency Maintenance 7hr @\$98=\$686 X 5	
trips/year =\$3,180 Year X 5 Years = \$17,150	<u>\$17,150.00</u>
Labor Subtotal	\$58,310.00
Labor Overhead	\$8,674.20
5 Year Total Labor	\$66,984.20
Non-Labor	
Preventive Maintenance Travel – 12 round trips	\$1,208.40
Emergency Maintenance Travel – 5 round trips	\$503.50
FDIO Line	\$5,180.73
Shoutline ARC	<u>\$14,394.36</u>
Non Labor Subtotal	\$21,287.00

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Non-Labor Overhead	<u>\$ 1,490.09</u>
Total Non-Labor	\$22,777.08
Total Labor and Non Labor FY17 -FY21	\$79,596.99
Overhead	<u>\$10,164,29</u>
5 YEAR TOTAL ESTIMATE	\$89,761.28
Annual Cost by Fiscal Year	
FY17 Labor	
Preventive Maint. 7hr @\$98=\$686 X 12/months	\$8,232.00
Emergency Maintenance 7hr @\$98=\$686 X 5 trips/yr	\$3,430.00
Total Labor	\$11,662.00
Overhead	\$1,734.84
Total Labor for FY 17	\$13,396.81
FY17 Non Labor	
Preventive Maintenance Travel – 12 round trips	\$241.68
Emergency Maintenance Travel - 5 round trips	\$100.70
FDIO Line	\$1,110.72
Shoutline ARC	\$2,924.88
Subtotal Non Labor	\$4,377.98
Overhead	\$306.46
Total Non Labor for FY17	\$4,684.44
Annual Cost for FY17	\$18,081.28
	i
FY18 Labor	
Preventive Maint.7hr @\$98=\$686 X 12 months	\$8,232.00
Emergency Maintenance 7hr @\$98=\$686 X 5 trips/yr	\$3,430.00
Total Labor	\$11,662.00
Overhead	\$1,734.84
Total Labor for FY 18	\$13,396.81
FY18 Non Labor	
Preventive Maintenance Travel – 12 round trips	\$241.68
Emergency Maintenance Travel – 5 round trips	\$100.70
FDIO Line	\$1,110.72
Shoutline ARC	2,924.88
Subtotal Non Labor	\$4,377.98
Overhead	\$306,46
Total Non Labor for FY18	\$4,684.44
Annual Cost for FY18	\$18,081.28
FY19 Labor	
Preventive Maint.7hr @\$98=\$686 X 12 months	\$8,232.00
Emergency Maintenance 7hr @\$98=\$686 X 5 trips/yr	\$3,430.00
Total Labor	\$11,662.00
Overhead	\$1,734.84

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Total Labor for FY19	\$13,396.81
FY19 Non Labor	
Preventive Maintenance Travel – 12 round trips	\$241.68
Emergency Maintenance Travel – 5 round trips	\$100.70
FDIO Line	\$1,069.29
Shoutline ARC	2,899.32
Subtotal Non Labor	\$4,310.99
Overhead	\$301.77
Total Non Labor for FY19	\$4,612.76
Annual Cost for FY19	\$18,009.60
FY20 Labor	
FY Preventive Maint.7hr @\$98=\$686 X 12 months	\$8,232.00
Emergency Maintenance 7hr @\$98=\$686 X 5 trips/yr	\$3,430.00
Total Labor	\$11,662.00
Overhead	\$1,734.84
Total Labor for FY20	\$13,396.81
FY20 Non Labor	
Preventive Maintenance Travel – 12 round trips	\$241.68
Emergency Maintenance Travel – 5 round trips	\$100.70
FDIO Line	\$945.00
Shoutline ARC	<u>\$2,822.64</u>
Subtotal Non Labor	\$4,110.02
Overhead	<u>\$287.70</u>
Total Non Labor for FY20	\$4,397.72
Annual Cost for FY20	\$17,794.56
FY21 Labor	12.
FY Preventive Maint.7hr @\$98=\$686 X 12 months	\$8,232.00
Emergency Maintenance 7hr @\$98=\$686 X 5 trips/yr	\$3,430.00
Total Labor	\$11,662.00
Overhead	\$1,734.84
Total Labor for FY21	\$13,396.81
FY21 Non Labor	\$15,570.01
Preventive Maintenance Travel – 12 round trips	\$241.68
Emergency Maintenance Travel – 5 round trips	\$100.70
FDIO Line	\$945.00
Shoutline ARC	\$2,822.64
Subtotal Non Labor	\$4110.02
Overhead	\$287.70
Total Non Labor for FY21	\$4,397.72
Annual Cost for FY21	\$17,794.56

B. Agreement cost will be paid annually per estimate in Article 7. Payment is due prior to 8/15 of each fiscal year.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to provide annual advance payments in the amount stated above for each Fiscal Year to the FAA for the services provided in this Agreement. The table in Article 7 outlines the payment schedule for this Agreement. The FAA will annually evaluate the yearly estimated cost and advise the Sponsor in writing of any changes to the annual payment amount or payment date. For the initial payment, the Sponsor will send a copy of the executed Agreement and annual advance payment in the amount stated above to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center Attn: AMK-323, Reimbursable Project Team P.O. Box 25082 Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center

Agreement Number A.IW-ON-ESA-16-SO-000085

Attn: AMK-323, Reimbursable Project Team

6500 S. MacArthur Blvd. Oklahoma City, OK 73169 Telephone: (405) 954-2828

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Tracy Stage, Airport Director Okaloosa County 1701 State Road 85 North Eglin AFB, FL 32542-1413 (850) 651-7160

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(1)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

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

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION ADMINISTRATION	OKAL	OOSA COUNTY AND OF COMPANY
SIGNATURE JALMALASINASI	SIGNATURE	Charle Willy
NAME LARINA ESPINOSA	NAME	Charles K. Windes, Jr.
TITLE Contracting Officer	TITLE	Chairman, BOCC
DATE 10/17/16	DATE	8/3/14