

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/18/2019

Contract/Lease Control #: C20-2875-AP

Procurement#: RFQ AP 69-19

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUM & BROWN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/15/2019

Expiration Date: 10/14/2024 W/1 5 YR RENEWAL

Description of Contract/Lease: AVIATION BUSINESS & FINANCE CONSULTING SERVICES

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

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 13

TASK ORDER AMOUNT: \$17,500

**CONTRACT #: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING
SERVICES
EXPIRES: 10/14/2024 W/ 1 -5 YEAR RENEWALS**

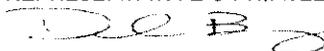
OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Executive Vice President

2/8/22

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Tracy A.
Stage, A.A.E.

Digitally signed by Tracy
A. Stage, A.A.E.
Date: 2022.02.09
15:08:42 -06'00'

SIGNATURE Tracy Stage, A.A.E.

Jeffrey A
Hyde

Digitally signed by Jeffrey
A Hyde
Date: 2022.02.14
08:27:38 -06'00'

PURCHASING MANAGER

Airports Director

TITLE

DATE

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

Revised November 3, 2017

DATE



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landrumbrown.com

February 8, 2022

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 13 – Proposal – Gating Capacity and Utilization

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract #: C20-2875-AP Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County). This task order has been prepared to create a graphical understanding of gating capacity and utilization due to the modified commercial airlines' schedules under the new Air Force joint use agreement 'slot' limitations.

Scope of Work

This assignment will be completed in three distinct parts:

1A. Create a gate layout map. This map will show all three concourses and label gate assignments. Any County-controlled gates will be identified. County will provide relevant information regarding preferential leases.

1B. Create a gate schedule by day of week. This schedule will include seven charts (Monday-Sunday), each chart representing the assigned gates with the flight activity by carrier. County will provide relevant information regarding scheduled flights.

2. Update of gate layout map and gate schedule. These updates will occur upon County request, when commercial airlines adjust schedules. These are anticipated to occur quarterly but may occur seasonally.

3. Strategic advisory services. Consulting services regarding gate capacity and utilization. May include strategic advice on leasing policy.

Additional scope items may be added to this assignment as proposed by County and accepted by L&B.

Schedule

Part 1 of this assignment duration will be approximately 7 days after NTP.

Parts 2 and 3 will be ad hoc based on County request.

Personnel

Dan Benzon will be the primary person responsible for managing the services associated with this task. David Billiter, Sr. Consultant, will be the primary consultant for Part 1. Various L&B staff will support Parts 2 and 3, including but not limited to, John DeCoster, Sara Christen, Brian Poe, and Aofei Li.

Budget

L&B proposes a not to exceed budget of \$17,500 for this assignment in 2022.



L&B estimates Part 1 at \$5,500, Part 2 at \$4,000, assuming quarterly updates, and Part 3 at \$5,000. A contingency budget of \$3,000 has been included for potential modifications by County.

No expenses are anticipated for this assignment.

Hourly billing rates are consistent with those contained in our contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Benzon'.

Dan Benzon
Executive Vice President

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 12

TASK ORDER AMOUNT: \$25,000

**CONTRACT #: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING
SERVICES
EXPIRES: 10/14/2024 W/ 1 - 5 YEAR RENEWALS**

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Executive Vice President

2/4/22

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Tracy A.
Stage, A.A.E.

Digitally signed by Tracy
A. Stage, A.A.E.
Date: 2022.02.04
12:38:56 -06'00'

SIGNATURE Tracy Stage, A.A.E.

Jeffrey A
Hyde

Digitally signed by Jeffrey
A Hyde
Date: 2022.02.08
08:44:31 -06'00'

PURCHASING MANAGER

Airports Director

TITLE

DATE

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

Revised November 3, 2017

DATE



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landrumbrown.com

February 4, 2022

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 12 – Proposal – General Consulting Services

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract #: C20-2875-AP Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County). This task order has been prepared to cover the performance of general consulting service tasks assigned by the Airports Director or his designee from time to time during any fiscal year to supplement the County's Airport Administration staff. The types of assignments and tasks for this general services task order, individually, do not involve a significant amount of effort, and, thus, do not lend themselves to a specific task order authorization.

The service and fee for these types of tasks are to be approved by the Airports Director or their designee. Assignments under this task order will be undertaken as they are approved. Miscellaneous support services and associated travel expenses will also be billed under this task order.

Scope of Work

Ad hoc business and finance related tasks as defined by the County and accepted by L&B.

Schedule

Following notice to proceed for this task order, L&B will proceed with the proposed services as determined in writing by the parties.

Personnel

Dan Benzon, EVP, will be the primary person responsible for managing the services associated with this task.

Budget

L&B proposes to complete these business and finance tasks within a not to exceed budget of \$25,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract.

Sincerely,

A handwritten signature in black ink that reads 'Dan Benzon'.

Dan Benzon
Executive Vice President

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 11

TASK ORDER AMOUNT: \$25,000

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Jeff Schulthess

REPRESENTATIVE'S PRINTED NAME

Jeffrey J. Schulthess

SIGNATURE

Vice President

TITLE

May 24, 2021

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

Tracy Stage

SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

5-24-21

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A. Hyde

PURCHASING MANAGER

05/25/2021

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



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Suite 700
Cincinnati, OH 45242
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T +1 513 530 5333
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landrum-brown.com

May 24, 2021

Ms. Allyson Oury, CPA
Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: Task 11 – Proposal to Prepare FY 2020 Signatory Airlines' Rates and Charges Settlement, FY 2021 Mid-Year Forecast, and Prepare FY 2022 Signatory Airlines' Rates and Charges Budget

Dear Ms. Oury,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's consulting services contract with the Okaloosa County Airports administration (County).

The proposed services include the following items:

1. Prepare the airline settlement for FY 2020 Signatory Airlines' Rates and Charges
2. Prepare a mid-year forecast for FY 2021 Signatory Airlines' Rates and Charges
3. Prepare the budgeted FY 2022 Signatory Airlines' Rates and Charges

A further description of each is described in the remaining sections of this letter.

Scope of Work

Item 1 – Settlement for FY 2020 Signatory Airlines' Rates and Charges

As soon as practical after the completion of the County's annual FY audit, the County is required to recalculate the Signatory Airlines' Revenue Sharing Credit pursuant to the Agreement Section 6.16. L&B will prepare the calculations and analysis needed per the requirements of the Agreement to recalculate the final Signatory Airlines' Revenue Sharing Credit for FY 2020. The steps assumed for this analysis are as follows:

Information to be received from the County:

1. Actual reported enplaned passengers, deplaned passengers, aircraft operations, and aircraft landed weight by airline for FY 2020.
2. All applicable Terminal Building space (in square feet) as required per the Agreement for airline rate setting purposes. This would include airline rentable and rented space by airline, non-airline rentable space, and space



assigned to the TSA for the pre-boarding screening of airline passengers and baggage. Any changes in space that occurred during the FY will also be identified by the County along with the date of change for proper proration.

3. Actual audited (or near final audited) Operating Expenses and Revenues for FY 2020 in the appropriate level of detail by category and cost center as required per the Agreement for airline rate setting purposes.
4. All applicable debt service schedules organized by series and allocations to cost centers as required per the Agreement for airline rate setting purposes.
5. The property, plant, and equipment and construction progress detail related to FY 2020 for the purposes of calculating additional capital charges, as required and to the extent information is available.
6. The County's indirect cost charges allocable to the Airport System for FY 2020.
7. Amounts invoiced to each airline for FY 2020 by rates and charges component (e.g., landing fees, terminal building rentals, revenue sharing credits, etc.).

Analysis, calculations, and coordination:

1. Review, reconcile, and adjust the audited FY 2020 Operating Expenses and Revenues as required per the Agreement for airline rate setting purposes.
2. Participate in a conference call with the Signatory Airlines, if required, to present the analysis and address questions.

Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the coming weeks. Completion of this effort will most likely occur in June 2021.

Item 2 – Mid-Year Forecast for FY 2021 Signatory Airlines' Rates and Charges

For this item of the task order, L&B will perform similar calculations as in previous years to provide a calculation of the Signatory Airlines' Rates and Charges. These calculations will provide an estimate for how much the Signatory Airlines' Rates and Charges will vary from the FY 2021 budget based on the latest data available from the County. L&B will use year-to-date financial information, space, and activity data to derive the forecast results. Any periodic updates as the FY progresses will be undertaken in this item of the scope.

Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the next couple weeks. Completion of the initial forecast will most likely occur in summer of 2021. However, updates to the forecast are expected to occur during FY 2021 from time-to-time.

Item 3 – Budgeted FY 2022 Signatory Airlines' Rates and Charges

For this item of the task order, L&B will perform similar calculations as in previous years to provide a calculation of the Signatory Airlines' Rates and Charges. These calculations will provide the basis for charging the Signatory Airlines throughout FY 2022 based on the latest data available from the County. L&B will use budgeted financial information, space, and activity data to calculate the results.



Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the next several weeks. Completion of this effort will be no later than July 23, 2021.

Personnel

Jeff Schulthess, Vice President with L&B, will be the primary person responsible for managing the services associated with this task. Brian Poe, Senior Consulting with L&B, may assist Jeff with analysis as needed. Jeff may also seek additional assistance from other staff at L&B, if needed; however, any assistance is anticipated to be minimal.

Budget

L&B proposes to complete this assignment at an estimated budget of \$25,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract. No in-person meetings for this assignment have been included in this budget. If the County determines that trips are required, we will coordinate with you to discuss any potential impacts to this budget at that time.

Please let me know if you have any questions regarding the tasks and approach presented above. We look forward to assisting the County with this important assignment.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey J. Schulthess".

Jeff Schulthess
Vice President



Accepted by:

CLIENT:

Okaloosa County Board of
County Commissioners

By: 

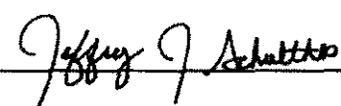
Printed Name: Tracy Stage, AAE

Title: Airports Director

Date: 5.24.19

CONSULTANT:

Landrum & Brown, Incorporated

By: 

Printed Name: Jeff Schultness

Title: Vice President

Date: May 24, 2021

App 4/12/21

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 10

TASK ORDER AMOUNT: \$25,000

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME

DeBj

SIGNATURE

Executive Vice President

TITLE

4/12/2021

DATE

RECOMMENDED FOR APPROVAL (Department Director)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Tracy Stage

SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

4-12-21

DATE

Jeffrey A. Hyde

PURCHASING MANAGER

04/15/2021

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



11279 Cornell Park Dr.
Cincinnati, OH 45242
USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

April 12, 2021

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 10 – Proposal – General Consulting Services

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract #: C20-2875-AP Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County). This task order has been prepared to cover the performance of general consulting service tasks assigned by the Airports Director or his designee from time to time during any fiscal year to supplement the County's Airport Administration staff. The types of assignments and tasks for this general services task order, individually, do not involve a significant amount of effort, and, thus, do not lend themselves to a specific task order authorization.

The service and fee for these types of tasks are to be approved by the Airports Director or their designee. Assignments under this task order will be undertaken as they are approved. Miscellaneous support services and associated travel expenses will also be billed under this task order.

Scope of Work

Ad hoc business and finance related tasks as defined by the County and accepted by L&B.

Schedule

Following notice to proceed for this task order, L&B will proceed with the proposed services as determined in writing by the parties.

Personnel

Dan Benzon, EVP, will be the primary person responsible for managing the services associated with this task.

Budget

L&B proposes to complete these business and finance tasks within a not to exceed budget of \$25,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract.

Sincerely,

Dan Benzon
Executive Vice President

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 9

TASK ORDER AMOUNT: \$25,000

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Executive Vice President

TITLE

1/25/2021

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

1-26-21

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING MANAGER

01/27/2021

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



11279 Cornell Park Dr.
Cincinnati, OH 45242
USA
T +1 513 530 5333
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landrum-brown.com

January 25, 2021

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 9 – Proposal – General Consulting Services

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract #: C20-2875-AP Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County). This task order has been prepared to cover the performance of general consulting service tasks assigned by the Airports Director or his designee from time to time during any fiscal year to supplement the County's Airport Administration staff. The types of assignments and tasks for this general services task order, individually, do not involve a significant amount of effort, and, thus, do not lend themselves to a specific task order authorization.

The service and fee for these types of tasks are to be approved by the Airports Director or their designee. Assignments under this task order will be undertaken as they are approved. Miscellaneous support services and associated travel expenses will also be billed under this task order.

Scope of Work

Ad hoc business and finance related tasks as defined by the County and accepted by L&B.

Schedule

Following notice to proceed for this task order, L&B will proceed with the proposed services as determined in writing by the parties.

Personnel

Dan Benzon, EVP, will be the primary person responsible for managing the services associated with this task.

Budget

L&B proposes to complete these business and finance tasks within a not to exceed budget of \$25,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract.

Sincerely,

Dan Benzon
Executive Vice President



4445 Lake Forest Drive
Suite 700
Cincinnati, OH 45242
USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

May 6, 2020

Ms. Allyson Oury, CPA
Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: Task 8 – Proposal to Prepare FY 2019 Signatory Airlines' Rates and Charges Settlement, FY 2020 Mid-Year Forecast, CARES Act Funding Strategies, and Prepare FY 2021 Signatory Airlines' Rates and Charges Budget

Dear Ms. Oury,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's consulting services contract with the Okaloosa County Airports administration (County).

The proposed services include the following items:

1. Prepare the airline settlement for FY 2019 Signatory Airlines' Rates and Charges
2. Prepare a mid-year forecast for FY 2020 Signatory Airlines' Rates and Charges
3. Assess strategies associated with using CARES Act Funding from the FAA
4. Prepare the budgeted FY 2021 Signatory Airlines' Rates and Charges

A further description of each is described in the remaining sections of this letter.

Scope of Work

Item 1 – Settlement for FY 2019 Signatory Airlines' Rates and Charges

As soon as practical after the completion of the County's annual FY audit, the County is required to recalculate the Signatory Airlines' Revenue Sharing Credit pursuant to the Agreement Section 6.16. L&B will prepare the calculations and analysis needed per the requirements of the Agreement to recalculate the final Signatory Airlines' Revenue Sharing Credit for FY 2019. The steps assumed for this analysis are as follows:

Information to be received from the County:

1. Actual reported enplaned passengers, deplaned passengers, aircraft operations, and aircraft landed weight by airline for FY 2019.
2. All applicable Terminal Building space (in square feet) as required per the Agreement for airline rate setting purposes. This would include airline rentable and rented space by airline, non-airline rentable space, and space

assigned to the TSA for the pre-boarding screening of airline passengers and baggage. Any changes in space that occurred during the FY will also be identified by the County along with the date of change for proper proration.

3. Actual audited (or near final audited) Operating Expenses and Revenues for FY 2019 in the appropriate level of detail by category and cost center as required per the Agreement for airline rate setting purposes.
4. All applicable debt service schedules organized by series and allocations to cost centers as required per the Agreement for airline rate setting purposes.
5. The property, plant, and equipment and construction progress detail related to FY 2019 for the purposes of calculating additional capital charges, as required and to the extent information is available.
6. The County's indirect cost charges allocable to the Airport System for FY 2019.
7. Amounts invoiced to each airline for FY 2019 by rates and charges component (e.g., landing fees, terminal building rentals, revenue sharing credits, etc.).

Analysis, calculations, and coordination:

1. Review, reconcile, and adjust the audited FY 2019 Operating Expenses and Revenues as required per the Agreement for airline rate setting purposes.
2. Participate in a conference call with the Signatory Airlines, if required, to present the analysis and address questions.

Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the next week. Completion of this effort will most likely occur in May 2020.

Item 2 – Mid-Year Forecast for FY 2020 Signatory Airlines' Rates and Charges

For this item of the task order, L&B will perform similar calculations as in previous years to provide a calculation of the Signatory Airlines' Rates and Charges. These calculations will provide an estimate for how much the Signatory Airlines' Rates and Charges will vary from the FY 2020 budget based on the latest data available from the County. L&B will use year-to-date financial information, space, and activity data to derive the forecast results. The initial portion of this analysis was completed in April 2020 as part of L&B's General Consulting Services Task Order. Any periodic updates as the FY progresses will be undertaken in this item of the scope.

Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the next couple weeks. Completion of the initial forecast will most likely occur in May 2020. However, updates to the forecast are expected to occur during FY 2020 from time-to-time.

Item 3 – CARES Act Funding Strategies

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136), signed into law by the President on March 27, 2020, includes \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. The County was allocated approximately \$12.6 million for its three airports, with the vast majority for Destin-Fort Walton Beach Airport. For this item of the task order, L&B will analyze and recommend approaches to the County for the application of these funds for airline



rates and charges purposes. A portion of this analysis was completed in April 2020 as part of L&B's General Consulting Services Task Order for FY 2020. Periodic updates to FY 2020 will be assess as required and a strategy for FY 2021 will be analyzed and recommended under this area of the scope.

Schedule

Completion of the initial forecast for FY 2020 will most likely occur in May 2020. However, updates to the forecast and CARES Act funding strategies for FY 2021 are expected to occur during the remainder of FY 2020.

Item 4 – Budgeted FY 2021 Signatory Airlines' Rates and Charges

For this item of the task order, L&B will perform similar calculations as in previous years to provide a calculation of the Signatory Airlines' Rates and Charges. These calculations will provide the basis for charging the Signatory Airlines throughout FY 2021 based on the latest data available from the County. L&B will use budgeted financial information, space, and activity data to derive the forecast results.

Schedule

Based on approval of this task order, L&B will proceed with the proposed services upon availability of the information above. The data collection from the County and analysis are expected to occur over the next several weeks. Completion of this effort will most likely occur in the summer of 2020.

Personnel

Jeff Schulthess, Vice President with L&B, will be the primary person responsible for managing the services associated with this task. Brian Poe, Senior Consulting with L&B, may assist Jeff with analysis as needed. Jeff may also seek additional assistance from other staff at L&B, if needed; however, any assistance is anticipated to be minimal.

Budget

L&B proposes to complete this assignment at an estimated budget of \$27,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract. No in-person meetings for this assignment have been included in this budget. If the County determines that trips are required, we will coordinate with you to discuss any potential impacts to this budget at that time.

Please let me know if you have any questions regarding the tasks and approach presented above. We look forward to assisting the County with this important assignment.

Sincerely,

A handwritten signature in blue ink that reads "Jeffrey J. Schulthess".

Jeff Schulthess
Vice President



Accepted by:

CLIENT:

Okaloosa County Board of
County Commissioners

By: 

Printed Name: Tracy Stage, A.A.E.

Title: Airports Director

Date: 5.7.20

CONSULTANT:

Landrum & Brown, Incorporated

By: 

Printed Name: Jeff Schulthess

Title: Vice President

Date: May 6, 2020

TASK ORDER APPROVAL FORM

AYS

CONTRACT #: C20-2875-AP

TASK ORDER #: 6

TASK ORDER AMOUNT: \$57,500

OFFERED BY CONSULTANT:

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

Landrum & Brown, Inc.

FIRM'S NAME

Garfield Eaton

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Vice President

02/27/2020

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE



PURCHASING MANAGER

DATE

03/05/2020

3-3-20

DATE

Jaydon

OMB Director/DATE

DATE

3.6.20


COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

3/5/20

DATE
Revised November 3, 2017

DATE



4445 Lake Forest Dr.
Suite 700
Cincinnati, OH 45242, USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

February 27, 2020

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 6 – PFC Application #8 Preparation

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

L&B will initiate work on preparing the PFC application once the County has determined which projects it intends to fund with PFCs, provides the Airport Capital Improvement Program (ACIP) to L&B, and confirms all appropriate Airport Layout Plan (ALP), airspace, and environmental approvals have either been obtained from the FAA, or are in process, for the PFC projects. Based on discussions with the Airport, it is anticipated that this PFC application will not exceed five (5) PFC-eligible projects and will likely include the following PFC-eligible projects:

- Terminal Additions Phase III (completion of the 2nd level pier concourse);
- Baggage Claim Additions (addition of two (2) new bag carousels, lobby circulation, new baggage claim offices, and two (2) offices); and
- Up to three (3) other airport identified projects may also be included in the New PFC #8 application, if any, as identified during the process.

L&B will assist the County in the development of PFC Application #8 and its submittal to the FAA. This task will include preparation for and participation in any required meetings with the FAA; development of the necessary documentation for the airline consultation meeting and public notice; participation in the airline consultation meeting; preparation of all documentation for the submittal of the PFC Application; any follow up required by the FAA; and preparation of the final notification to the airlines upon approval by the FAA.

Information to be received from the County:

1. Estimated project costs including a breakdown by funding source, start and completion dates;
2. Detailed project descriptions including project description and justification;

3. Current Airport Layout Plan (ALP);
4. Any required airspace and/or environmental review documents;
5. Five-year Airport Capital Improvement Program (ACIP);
6. Most recent PFC Quarterly report and PFC balance submitted to the FAA;
7. Supporting exhibits for projects where applicable, maps and illustrations of project location, photographs, or other studies and information as applicable.

Analysis, calculations, and coordination

1. Join County staff in a meeting with FAA-ADO staff to review the potential projects to be included in the PFC Application and obtain acknowledgement that all criteria and procedures are being met or are being planned for. As necessary, prepare any additional documentation necessary for the FAA's consideration resulting from the initial meeting with FAA-ADO staff.
2. Prepare the required consultation notice for distribution to the airlines and the public notice required to be posted on the website.
3. Assist the County in developing the project descriptions and objectives.
4. Attend and assist in a PFC airline consultation meeting at the Airport and ensure that the proper procedures are met and documentation obtained.
5. Prepare and submit a draft of the PFC Application to the FAA for their preliminary and informal review while awaiting airline comments. This will include drafting any needed resolutions, PFC authority requirements, and public notices required. As necessary, prepare additional information requested by FAA as a result of review of preliminary draft.
6. After waiting the required 30-day period to receive airline comments, finalize the application and assist the County with required responses to airline disagreements, if any. Provide the County with a completed copy of the application for its signature and submittal to the FAA and will subsequently submit the required copies to the FAA for their consideration.
7. Upon approval of the PFC application, prepare the airline notification letter.

Schedule

Upon notice to proceed of this task order, L&B will initiate work on preparing the PFC application once the County has determined which projects it intends to fund with PFCs, and confirmation that all appropriate Airport Layout Plan (ALP), airspace, and environmental approvals have either been obtained from the FAA, or are in process, for the PFC projects. Based on the prescribed timeline required for the PFC application process by the FAA, the task is anticipated to take approximately 12 months from the initiation of the PFC Application work.



Personnel

Garfield Eaton, Vice President with L&B, will be the primary person responsible for administering this task with assistance from Matt Ruffra.

Budget

L&B proposes to complete Task 6 within a not to exceed labor and expense budget of \$57,500. The total labor hours for L&B is estimated to be 204 hours at an hourly rate of \$270/hour, for an estimated total labor fee of \$55,000. The expense budget is estimated at \$2,500 assuming a total of one (1) trip attended by two (2) people for the airline consultation meeting.

If the County determines that additional trips are required or that additional PFC projects beyond five (5) PFC projects are to be included in the new PFC Application #8, we will coordinate with you to discuss any potential impacts to this budget at that time.

Fees for this task will be based upon actual time and expenses incurred. If the project takes less time to complete, you will be billed the lesser actual amount. L&B's hourly billing rates are consistent with those contained in our contract.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

Garfield Eaton
Vice President

Accepted by:

Name: Tracy Stage, A.A.E.

Signature:

Title: Airports Director

Date: 3-3-20

CAyo

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 7

TASK ORDER AMOUNT: \$48,410

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME

DeB

SIGNATURE

Executive Vice President

March 3, 2020

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)

TS

SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

3.3.20

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A. Hyde

PURCHASING MANAGER

03/05/2020

DATE

Jay Wong

OMB Director/DATE

3.6.20

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE



14665 Galaxie Ave.
Suite 130
Apple Valley, MN 55124
USA
T +1 763 234 1725
landrum-brown.com

February 27, 2020

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 7 – Proposal to Provide Rental Car Contract Service Consulting Services

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract C20-2875-AP Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

The County's rental car concession agreement will be expiring in May 2021. As such, the County will be issuing a new Invitation to Bid (ITB) to rental car companies in 2020 along with revising the existing rental car concession agreement (Concession Agreement). L&B is proposing to assist the County through this process and has developed this task order with the following scope of work.

1. Develop a comprehensive work plan and timeline for the completion of the project and the execution of the contracts on or before March 1, 2021.
2. Review the existing agreement and provide a summary of key business points. This will compare and contrast existing business terms with new industry trends and anticipated changes at VPS during the term of the proposed agreement.
3. Review activity history to assess trends (rentals, average length of stay, gross revenue, commissions paid to the County) and compare to the enplanement level to benchmark demand.
4. Conduct a strategic analysis with senior management to understand the key business terms anticipated in the next Concession Agreement. Primary key terms may include, but are not limited to the following:
 - a. Term
 - b. Multi-branding
 - c. Capacity and the number of positions to be made available for concessionaires
 - d. A demand forecast for the proposed term
 - e. Develop alternative revenue projections for different business term scenarios
 - f. Based on the demand forecast, project the number of positions to be offered during the proposed term
 - g. Review concession fee percentage alternatives and projected revenue, ready/return rental rates, projected level of the CFC, and rental car counter square footage rental rates
5. Develop language for potential longer-term facility enhancements during the term of the agreement



6. Project business terms for Minimum Annual Guarantee adjustments during the term
7. Review and update the policy for adjustment of the ready/return parking stall allocation during the term
8. Coordinate the business terms of the Concession Agreement with the QTA operation
9. Incorporate planned facility enhancements (counters) that will be completed during the term of the agreement
10. Develop financial projections for the funding of future facility alternatives
11. Provide support in the analysis of technical merits of the proposals received
12. Assist in the development of the final execution copies of the Agreements

Schedule

L&B will commence services upon execution of Task Order #7 with an expected kick-off May 1, 2020. Perform the Scope of Work outlined above and develop the technical terms of the ITB and provide support to develop the final execution copies of the contracts with the successful proposers on or before March 1, 2021.

Personnel

John DeCoster will be the project lead for the services required under Task Order #7. Support will be provided by LJ Marciano, Senior Managing Consultant and Lori Pfeiffer, Managing Consultant. Dan Benzon will serve as Strategic Advisor and will participate in the on-site strategy session and the meetings with the rental car representatives.

Budget

L&B proposes to provide the tasks included in the Scope of Work within a not to exceed labor budget of \$43,280, which is based on an estimate of 172 hours at the contract rates. Fees for Task Order #7 will be based upon time expended. Expenses are estimated at \$5,130 will be billed separately and reimbursed at cost. The proposed total of TO 7 is \$48,410 for professional fees and estimated travel costs.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

Dan Benzon
Executive Vice President

Accepted by:

CLIENT:

Okaloosa County Board of
County Commissioners

By:  _____

Printed Name: Tracy Stage, A.A.E.

Title: Airports Director

Date: 8.3.20

Ayo

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SVS
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

TASK ORDER #: 2 - Revision #1

TASK ORDER AMOUNT: \$45,760 (increase of \$6,240)

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Garfield Eaton

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Vice President

TITLE

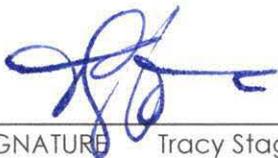
2/13/2020

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

2.14.20

DATE



PURCHASING MANAGER

02/17/2020

DATE



OMB Director/DATE

02.18.2020

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE



4445 Lake Forest Dr.
Suite 700
Cincinnati, OH 45242, USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

February 13, 2020

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 2 – PFC Reconciliation, Revision 1

Dear Allyson,

Landrum and Brown (L&B) along with BKD (subconsultant) is pleased to submit this proposed scope of work and request for a revision to the scope and total budget for VPS Task 2, PFC Reconciliation, under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

As a result of additional scope items and work efforts resulting from our meeting with the Federal Aviation Administration in early December 2019, additional unanticipated efforts by BKD were necessary to complete this task. As such, additional time was incurred by BKD to:

1. Prepare and deliver PFC reporting templates for the County's audited financial statements to use during future audits; and
2. Revise multiple spreadsheets and documents in relation to certain PFC #6 projects prior to the meeting with the ADO and thereafter upon request of the ADO staff.

With this task revision, and through our previous efforts on this task, the PFC reconciliation assignment is now complete.

Schedule

This project is now complete.

Budget

L&B, along with the services of BKD, is requesting a final revision to the budget for an additional amount of \$6,240, which will bring the total budget amount for this Task 2 to \$45,760. Following this task revision, no other charges are anticipated with this Task 2.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

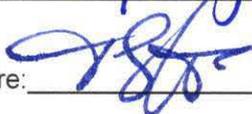
Sincerely,



Garfield Eaton
Vice President

Accepted by:

Name: Tracy Stage, A.A.E.

Signature: 

Title: Airports Director

Date: 2.14.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202 | CONTACT NAME: Unique Kizer PHONE (A/C No. Ext): 513-977-3146 E-MAIL ADDRESS: unique_kizer@ajg.com | FAX (A/C No): 513-977-4646 | | | | | | | | | | | | | |
|--|---|-----------------------------------|-------------------------------|--------|---|-------|--|-------|--|-------|---------------------------------------|-------|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Continental Insurance Company | 35289 | INSURER B : Continental Casualty Company | 20443 | INSURER C : National Fire Insurance Co of Hartford | 20478 | INSURER D : Federal Insurance Company | 20281 | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER B : Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER C : National Fire Insurance Co of Hartford | 20478 | | | | | | | | | | | | | | |
| INSURER D : Federal Insurance Company | 20281 | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Landrum & Brown 4445 Lake Forest Dr., Suite 700 Cincinnati, OH 45242 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 88388215 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | 6045740089 | 1/23/2020 | 1/23/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 17 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| C | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | 6045740075 | 1/23/2020 | 1/23/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 6045740111 | 1/23/2020 | 1/23/2021 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$ |
| C B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | 6045740108 6045740092 | 1/23/2020 1/23/2020 | 1/23/2021 1/23/2021 | PER STATUTE OTH-ER Non-Monopolistic E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A D | <input type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Crime | | 596759584 82104381 | 1/23/2020 1/23/2020 | 1/23/2021 1/23/2021 | Limit \$5,000,000 Limit \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured and Primary/Non-Contributory coverage applies under General Liability form number CNA75079XX(10/16) when required by written contract or agreement. Waiver of subrogation applies under the General Liability form number CNA74858 XX(1-15) when required by written contract or agreement. Additional Insured coverage applies under Automobile Liability form number SCA23500D (10/11) when required by written contract or agreement. Waiver of Subrogation applies under the Worker's Compensation coverage per forms WC 00 03 13 (04/1984) and G-19160-B (11-1997) when required by written contract or agreement.
 RE: Fort Walton Beach Airport
 Certificate holder is named as additional insured as their interest may appear as required by written

CONTRACT #: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SERVICES
EXPIRES: 10/14/2024 W/ 5 YR RENEWAL

CERTIFICATE HOLDER
 Okaloosa County BOCC
 Okaloosa County
 5749 A Old Bethel Road
 Crestview FL 32536
 Received By
 Risk Management

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE

FEB 05 2020

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 5

TASK ORDER AMOUNT: \$21,600.00

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Garfield Eaton

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

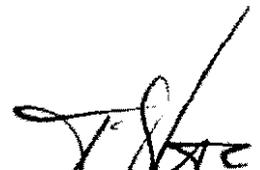
Vice President

TITLE

12-13-19

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**


SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

12-23-19
DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.


PURCHASING MANAGER

12/30/2019
DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



4445 Lake Forest Dr.
 Suite 700
 Cincinnati, OH 45242, USA
 T +1 513 530 5333
 F +1 513 530 1278
 landrum-brown.com

December 13, 2019

Ms. Allyson Oury, CPA
 Airports Chief Financial Officer
 Okaloosa County Airports
 Destin-Fort Walton Beach Airport
 1701 Florida 85
 Eglin AFB, Florida 32542

RE: VPS Task 5 – PFC #1-#6 Letter Amendments

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

As part of this task, L&B will assist the County in preparing any necessary simple letter PFC amendments to amend the PFC project costs for PFC applications #1 through #6. As such, L&B will prepare Form 5500-1, a draft letter for each PFC application #1 through #6 (including all necessary tables and exhibits), and revised Proposed PFC Effective and Expiration dates needed to receive approval by the FAA. It is assumed that "full" PFC amendments will not be needed.

Schedule

Following the notice to proceed for this task order, and after certain adjustments are made to all of the necessary PFC #1-#6 projects in the FAA's System of Airport Reporting (SOAR), L&B will proceed with the proposed services with the County. It is anticipated the Task 5 will be completed by the end of January 2020.

Personnel

Garfield Eaton will be the project lead for the services contemplated under Task Order #5.

Budget

L&B proposes to complete these tasks within a not to exceed labor and expense budget of \$21,600. A breakdown of the estimated budget for Task 5 is provided in the table below.

| | Estimated Budget |
|---------------------|------------------|
| L&B Labor | \$21,600 |
| Expenses | \$0 |
| Total Budget | \$21,600 |



The total labor hours for L&B is estimated to be 80 hours at an hourly rate of \$270/hour. L&B's hourly billing rates are consistent with those contained in our contract. Fees for Task 2 will be based upon actual time and expenses incurred. If the project takes less time to complete, you will be billed the lesser actual amount. For this task, no travel or in-person meetings are anticipated. Therefore, no expenses are assumed.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

Garfield Eaton
Vice President

Accepted by:

Name: Tracy Stage, A.A.E.

Signature:

Title: Airports Director

Date: 12-23-19

TASK ORDER APPROVAL FORM

AYG

CONTRACT #: C20-2875-AP

TASK ORDER #: 4

TASK ORDER AMOUNT: \$18,240.00

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME

D. Benzon

SIGNATURE

Executive Vice President

12/4/19

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Tracy Stage

SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

12.5.19

DATE

Jeffrey A. Hyde

PURCHASING MANAGER

12/06/2019

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE



14665 Galaxie Ave.
Suite 130
Apple Valley, MN 55124
USA
T +1 763 234 1725
landrum-brown.com

December 3, 2019

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 4 – Concourse C Concessions Program Development

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

As part of this task, L&B will provide the following services:

1. Develop specifications for the proposers to follow in development of their proposal.
2. Coordinate a kick-off meeting on site to review the project and anticipated services. Provide the supporting information for the meeting.
3. Receive and review the proposals, provide an overview of the respective alternatives and projected revenue. Provide a summary and recommendation based on the proposals received.
4. Coordinate Proposal Meeting with the respective proposers and the airport team and provide minutes from the meeting.
5. Assist in negotiating the necessary contract amendments incorporating the terms and conditions and the proposed concessions and submit for execution. Include in the contracts provisions for progress meetings related to the monitoring of the progress of the improvements and the timely completion to correspond to the opening of the Concourse.
6. Other miscellaneous duties related to the project as assigned.

Schedule

L&B will commence services upon execution of Task Order #4 with an expected kick-off December 18, 2019. Negotiate the final execute copies of the contracts with the successful proposer(s) on or before February 15, 2020. Provide support services as outlined until the concession is complete.



Personnel

John DeCoster will be the project lead for the services required under Task Order #4.

Budget

L&B proposes to provide these tasks within a not to exceed labor budget of \$16,640, which is based on an estimate of 64 hours at the contract rate. Fees for Task Order #4 will be based upon time expended. Expenses are estimated at \$1,600 will be billed separately and reimbursed at cost. The proposed total of TO 4 is \$18,240 for professional fees and estimated travel costs.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

Dan Benzon
Executive Vice President

Accepted by:

CLIENT:

Okaloosa County Board of
County Commissioners

By: 

Printed Name: Tracy Stage, AAE

Title: Airports Director

Date: 12.5.19

CONSULTANT:

Landrum & Brown, Incorporated (L&B)

By: 

Printed Name: Daniel Benzon

Title: Executive Vice President

Date: 12/4/19

Ayo

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

TASK ORDER #: 2

TASK ORDER AMOUNT: \$39,520.00

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.
FIRM'S NAME

Garfield Eaton
REPRESENTATIVE'S PRINTED NAME

[Signature]
SIGNATURE

Vice President 11/22/19
TITLE DATE

RECOMMENDED FOR APPROVAL (Department Director)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

[Signature]
SIGNATURE Tracy Stage, A.A.E.

[Signature]
PURCHASING MANAGER

Airports Director
TITLE

11/20/2019
DATE

11.25.19
DATE

[Signature]
OMB Director/DATE

11/20/19
DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE



4445 Lake Forest Dr.
Suite 700
Cincinnati, OH 45242, USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

November 6, 2019

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 2 – PFC Reconciliation

Dear Allyson,

Landrum and Brown (L&B) along with BKD (subconsultant) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

Through our previous efforts, the PFC reconciliation assignment is nearing completion. This task is intended to complete L&B and BKD's efforts to reconcile the County's PFC expenditure records, PFC amounts reported by the County through the FAA's quarterly System of Airports Reporting (SOAR) system, and PFC expenditures reported each year in the County's audited Schedule of Expenditures of Federal Awards and State Financial Assistance.

At the conclusion of the effort, BKD will report any differences resulting from the aforementioned reconciliation process to the County. BKD will also determine the amounts remaining to be spent, or remaining to be paid towards debt service, for each approved PFC project included in Applications #1 through #6. Included in BKD's final deliverable will be pertinent supporting workpapers, spreadsheets, and other documents, along with their findings and conclusions.

L&B and BKD will attend a meeting with the County and the Federal Aviation Administration (FAA) in Orlando to present our findings and to receive direction from the FAA on the proposed action plan for each PFC project contained in PFC applications #1 through #6. Based on BKD's findings and conclusions and the meeting with the FAA, the County (with guidance from L&B), will be responsible for determining all corrective actions to be taken in response to such differences through the form of future PFC amendments, PFC closeouts, or updates to the FAA's SOAR system and will direct L&B accordingly. Any recommended actions needed will be undertaken separately as part of future task orders.

Schedule

Following notice to proceed for this task order, L&B will proceed with the proposed services with the County. It is anticipated the Task 2 will be completed by the end of January 2020.

Personnel

Joe VandeBosche will be the project lead for the services contemplated under Task Order #2. He will be assisted by several BKD staff throughout the course of the project. In addition, Garfield Eaton, Vice President with L&B will provide advisory services as required.

Budget

L&B, along with the services of BKD, proposes to complete these tasks within a not to exceed labor and expense budget of \$39,520. The not to exceed expense budget is estimated at \$5,000 assuming three people attend the meeting with the FAA in December 2019. A breakdown of the estimated budget for Task 2 is provided in the table below.

| | Estimated Budget |
|------------------------|------------------|
| BKD Labor | \$28,000 |
| BKD Administrative Fee | \$1,120 |
| L&B Labor | \$5,400 |
| Expenses | <u>\$5,000</u> |
| Total Budget | \$39,520 |

The total labor hours for BKD is estimated to be 135 hours at an average hourly rate of about \$208/hour. The total labor hours for L&B is estimated to be 20 hours at an hourly rate of \$270/hour. Fees for Task 2 will be based upon actual time and expenses incurred. If the project takes less time to complete, you will be billed the lesser actual amount. An administrative fee of 4% is included in the total budget as detailed above for BKD. The administrative fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

L&B's hourly billing rates are consistent with those contained in our contract.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

Garfield Eaton
Vice President

Accepted by:

Name: Tracy Stage, A.A.E.

Signature:

Title: Airports Director

Date: 11.25.19

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 3

TASK ORDER AMOUNT: \$10,800.00

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINNANCE
CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Executive Vice President

TITLE

11/13/19

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

11.19.19

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING MANAGER

11/25/2019

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



4445 Lake Forest Drive
Suite 700
Cincinnati, OH 45242
USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

November 6, 2019

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 3 – PFC #7 Administration Assistance

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County).

Scope of Work

As part of this task, L&B will provide on-going PFC administrative support related to the recently approved PFC #7 application. On-going efforts will include reviewing Federal Aviation Administration (FAA) quarterly reports including reviewing total project expenditures, other funding sources (FAA AIP, FDOT, and local share of ineligible costs), and PFC eligible costs. Actual project costs and funding sources will be compared to those that were approved in the FAA's Final Agency Decision (FAD). As appropriate, L&B will maintain all relevant documentation needed to monitor on-going PFC expenditure records and to properly close out the project once completed.

Schedule

L&B will provide the PFC #7 administrative services throughout the duration of the PFC #7 projects.

Personnel

Garfield Eaton will be the project lead for the services required under Task Order #3, and will be assisted by other L&B staff as needed throughout the course of the project.

Budget

L&B proposes to provide these tasks within a not to exceed labor budget of \$10,800, which is based on an estimate of 40 hours. Fees for Task 3 will be based upon time expended. Expenses will be billed separately and reimbursed at cost.

L&B's hourly billing rates are consistent with those contained in our contract.



Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Benzon', is written over a horizontal line.

Dan Benzon
Executive Vice President

Accepted by:

Name: Tracy Stage, A.A.E.

Signature: A handwritten signature in blue ink, appearing to read 'Tracy Stage', is written over a horizontal line.

Title: Airports Director

Date: 11.19.19

TASK ORDER APPROVAL FORM

CONTRACT #: C20-2875-AP

TASK ORDER #: 1

TASK ORDER AMOUNT: \$20,000.00

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE
CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

OFFERED BY CONSULTANT:

Landrum & Brown, Inc.

FIRM'S NAME

Dan Benzon

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Executive Vice President

TITLE

10/28/19

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE Tracy Stage, AAE

Airports Director

TITLE

10-30-19

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING MANAGER

11/01/2019

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

10-30-19 10:59 AM



11279 Cornell Park Dr.
Cincinnati, OH 45242
USA
T +1 513 530 5333
F +1 513 530 1278
landrum-brown.com

October 28, 2019

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County Airports
Destin-Fort Walton Beach Airport
1701 Florida 85
Eglin AFB, Florida 32542

RE: VPS Task 1 – Proposal – General Consulting Services

Dear Allyson,

Landrum and Brown (L&B) is pleased to submit this proposed scope of work and request for a task order authorization to provide the above referenced services under L&B's Contract for RFQ AP 69-19 Aviation Business and Finance Consulting Services with the Okaloosa County Airports administration (County). This task order has been prepared to cover the performance of general service tasks assigned by the Airports Director from time to time during any fiscal year to supplement the County's Airport Administration staff. The types of assignments and tasks for this general services task order, individually, do not involve a significant amount of effort, and, thus, do not lend themselves to a specific task order authorization.

The service and fee for these types of tasks are to be approved by the Airports Director or their designee. Assignments under this task order will be undertaken as they are approved. Miscellaneous support services and associated travel expenses will also be billed under this task order.

Scope of Work

Ad hoc business and finance related tasks as defined by the County and accepted by L&B

Schedule

Following notice to proceed for this task order, L&B will proceed with the proposed services with the County. The proposed timeframe is as follows: As determined in writing by the parties.

Personnel

John DeCoster, Associate Vice President, will be the primary person responsible for managing the services associated with this task.

Budget

L&B proposes to complete these business and finance tasks within a not to exceed budget of \$20,000 for labor and expenses. Expenses will be reimbursed at cost. Hourly billing rates are consistent with those contained in our contract.

Please let me know if you have any questions regarding the information presented above. We look forward to assisting the County with the assignments.

Sincerely,

A handwritten signature in blue ink that reads "De B".

Dan Benzon
Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202 | CONTACT NAME: Unique Kizer PHONE (A/C, No, Ext): 513-977-3146 FAX (A/C, No): 513-977-4646 E-MAIL ADDRESS: unique_kizer@ajg.com | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|-------|--|-------|--|-------|--|-------|---------------------------------------|-------|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER E : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Continental Insurance Company | 35289 | INSURER B : Continental Casualty Company | 20443 | INSURER C : National Fire Insurance Co of Hartford | 20478 | INSURER D : American Casualty Company of Reading, PA | 20427 | INSURER E : Federal Insurance Company | 20281 | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A : Continental Insurance Company | 35289 | | | | | | | | | | | | | |
| INSURER B : Continental Casualty Company | 20443 | | | | | | | | | | | | | |
| INSURER C : National Fire Insurance Co of Hartford | 20478 | | | | | | | | | | | | | |
| INSURER D : American Casualty Company of Reading, PA | 20427 | | | | | | | | | | | | | |
| INSURER E : Federal Insurance Company | 20281 | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 848093036 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 6045740089 | 1/23/2019 | 1/23/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| C | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6045740075 | 1/23/2019 | 1/23/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6045740111 | 1/23/2019 | 1/23/2020 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| D | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6045740108 6045740092 | 1/23/2019 1/23/2019 | 1/23/2020 1/23/2020 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Non-Monopolistic E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability | | | 596759584 | 2/23/2019 | 1/23/2020 | Limit |
| E | Crime | | | 82104381 | 6/18/2019 | 1/23/2020 | Limit \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Primary/Non-Contributory coverage applies under General Liability form number CNA75079XX(10/16) when required by written contract or agreement. Waiver of subrogation applies under the General Liability form number CNA74858 XX(1-15) when required by written contract or agreement. Additional Insured coverage applies under Automobile Liability form number SCA23500D (10/11) when required by written contract or agreement. Waiver of Subrogation applies under the Worker's Compensation coverage per forms WC 00 03 13 (04/1984) and G-19160-B (11-1997) when required by written contract or agreement.
RE: Fort Walton Beach Airport
Certificate holder is named as additional insured as their interest may appear as required

CONTRACT#: C20-2875-AP
LANDRUM & BROWN, INC.
AVIATION BUSINESS & FINANCE CONSULTING SERVICES
EXPIRES: 10/14/2024 W/1 5 YR RENEWAL

CERTIFICATE HOLDER

Okaloosa County
 5749 A Old Bethel Road
 Crestview FL 32536

CANCEL

SHOU THE ACCO

AUTHORIZED REPRESENTATIVE



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

Procurement/Contract/Lease Number: RFA 69-19 Tracking Number: 368619
Procurement/Contractor/Lessee Name: Landrum Brown Grant Funded: YES ___ NO X
Purpose: contract for financial services
Date/Term: 3 yrs w/ 2 yr renewals 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason Date: 9-26-19
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: 9-27-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-28-19
_____ Date: _____
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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, September 28, 2019 3:18 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: Landrum and Brown Draft Contract

This is approved for legal purposes. The spacing seems a little off in the contract. You will want to fix prior to execution.

Kerry A. Parsons, Esq.

**Nabors
Gjblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
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, September 26, 2019 8:22 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Landrum and Brown Draft Contract

Please review and approve the attached.

Thank you,

DeRita

| |
|---|
| 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. |
|---|

DeRita Mason

From: Karen Donaldson
Sent: Friday, September 27, 2019 11:00 AM
To: DeRita Mason
Subject: RE: Landrum and Brown Draft Contract

DeRita

This is approved by risk management for insurance purposes.

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



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>
Sent: Thursday, September 26, 2019 7:22 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Landrum and Brown Draft Contract

Please review and approve the attached.

Thank you,

DeRita



Board of County Commissioners Purchasing Department

State of Florida

Date: September 13, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ AP 69-19

Aviation Business & Finance Consulting Services for Okaloosa County Airports

Okaloosa County would like to thank all businesses which submitted responses to Aviation Business & Finance Consulting Services for Okaloosa County Airports. (RFQ AP 69-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Landurm & Brown, Inc.
4445 Lake Forest Drive, Suite 700
Cincinnati, Ohio 45242

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Login](#)

[Login.gov FAQs](#)

⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/09/2019, from 8:00 AM to 1:00 PM

Search Results

Quick Search Results

Total records: 1

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Result Page: 1

Sort by: **Relevance** Order by: **Descending**

Your search returned the following results...

| | | |
|--|--|------------------------------|
| Entity | Landrum & Brown, Incorporated | Status: Active |
| DUNS: 007816457 | CAGE Code: 06KM2 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 09/10/2020 | Debt Subject to Offset?: No | |
| Purpose of Registration: All Awards | | |

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1



IBM NP 20190814-1104
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- [GSA.gov/IAE](#)
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CONTRACT
For RFQ AP 69-19
AVIATION BUSINESS AND FINANCE CONSULTING SERVICES

This Contract executed and entered into this 15 day of October, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Landrum & Brown, Inc. (hereinafter the "Contractor"), a Foreign Profit Corporation, whose principal address is 4445 Lake Forest Drive, Suite 700, Cincinnati, Ohio, 45242, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Aviation Business and Finance Consulting for the Okaloosa County Airports**; and

WHEREAS, after due review of all bids, Landrum & Brown, Inc. has been selected for the **Aviation Business and Finance Consulting Services for the Okaloosa County Airports**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFQ AP 69-19, Aviation Business and Finance Consulting Services for the Okaloosa County Airports** date of opening August 23, 2019 at 3:00 P.M. and any addendums thereto.
2. Exhibit "B" Contractors Fee Schedule
3. Exhibit "C", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

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2. Exhibit "B" Contractors Fee Schedule
3. Exhibit "C", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A".

III. Invoice Requirements

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

The County will authorize the Contractor to proceed on a Task Order/Scope of Services basis that will be negotiated for each project. Said Task Order/Scope of Services shall be in such format as established by the County. Each Task Order/Scope of Services will be consecutively numbered and be of sufficient detail to assure a complete project. The County makes no guarantee as to the amount or type of projects that will be assigned. Projects will be assigned at the sole discretion of the County. No work will commence until a fully executed Task Order is received by the Contractor unless the Airports Director approves an immediate support requirement and provides justification. The scope of services assigned under any Task Order may include but is not limited to any of the services delineated on Exhibit A attached to this Agreement.

The County shall pay the Contractor for services satisfactorily performed at the amount indicated in each Task Order/Scope of Services attached to this Agreement, which includes all direct charges, indirect charges and reimbursable expenses, if any. The Contractor will base its charges on the Schedule of Fees attached as Exhibit B or alternatively pursuant to any lump sum fee established under any Task Order. The Contractor will bill the County monthly as work progresses. County shall give notice of invoiced sums which it may reasonably dispute or contest. Invoices will, at minimum, be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining.

The compensation for Services to be defined in each Task Order/Scope of Services for each assignment to this Agreement will be based on either a lump sum amount or on time and materials NOT TO EXCEED basis based on the Contractor's Schedule of Fees, included as Exhibit B, for the actual time worked on the task. Contractor also will be compensated for subcontracts and outside services incurred for the task, no mark up for these services will be allowed.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective when all parties have signed and will continue for five years. The contract may be renewed for an additional one (1) five (5) year period with mutual agreement from both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines

that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that

may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Tracy Stage, A.A.E, Airports Director
1701 State Road 85 N
Eglin AFB, FL 32542-1498
Phone: 850-651-7160
Email: tstage@myokaloosa.com

The authorized representative for Landrum & Brown, Inc. shall be:

Mark A. Perryman, President and CEO
4445 Lake Forest Drive, Suite 700
Cincinnati, Ohio 45242
513-530-5333
mperryman@landrum-brown.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no

circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Landrum & Brown, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Landrum & Brown, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XVI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be

unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker’s Compensation | |
| 1.) State | Statutory |
| 2.) Employer’s Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. Professional Liability (E&O) | \$1,000,000 each claim |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s

knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption

number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

LANDRUM & BROWN, INC.

Daniel Benzon, EUP
Printed Name/Title

[Signature]
Signature

10/3/19
Date:

OKALOOSA COUNTY, FLORIDA

[Signature]
Charles K Windes, Jr., Chairman

Date: OCT 15, 2019



ATTEST:
[Signature]
J.D. Peacock II, Clerk



Standard Contract Clauses

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph €(appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.



Request for Qualifications for
Aviation Business & Finance
Consulting Services for
Okaloosa County Airports

RFQ AP 69-19

Landrum & Brown, Incorporated

August 23, 2019





August 23, 2019

Landrum & Brown, Incorporated
4445 Lake Forest Drive, Suite 700
Cincinnati, OH 45242
+1 513 530 5333
DUNS #007816457

Okaloosa County Purchasing Department
Board of County Commissioners
5479A Old Bethel Road
Crestview, FL 32536

**RE: Aviation Business & Finance Consulting Services for Okaloosa County Airports
RFQ AP 69-19**

Dear Purchasing Department:

Okaloosa County Board of County Commissions (County) is seeking a multi-disciplinary qualified and experienced consulting firm to provide comprehensive strategic planning and associate business consulting services for the County airports, to include Destin-Ft. Walton Beach Airport (VPS), Destin Executive Airport (DTS), and Bob Sikes Airport (CEW).

The County is seeking assistance in development of strategic initiatives, development of industry best practices business and contract terms and conditions, and the solicitation and negotiation of a variety of airport-related business services.

Landrum & Brown, Incorporated (L&B) is a broad-based consulting firm with extensive internal resources and experience to provide all aspects of aviation business and finance consulting for Okaloosa County. Therefore, no subconsultants are necessary for this project.

L&B's project team will be led by the following two highly qualified and experienced professionals:

- **Officer-in-Charge – Dan Benzon** has two decades of industry experience in airline airport affairs and airport consulting and serves as service line leader of L&B's Business & Finance group.
- **Project Manager – John DeCoster** has over 23 years of aviation industry experience in airline affairs and corporate real estate. He specializes in all business service areas assisting airport management in developing business strategies.

In addition, John and I have worked extensively with the County's airport management under the existing contract and have an intimate understanding of the existing conditions at VPS and the reliever airports as well as the Master Plan concepts that have been adopted.

As Project Manager, John DeCoster will be the main point of contact and can be contacted at +1 763 234 1725 or jdecoster@landrum-brown.com.

Thank you for the opportunity to submit this Statement of Qualifications (SOQ). We appreciate your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Dan Benzon".

Daniel Benzon
Executive Vice President
Officer-in-Charge



Firm Experience

Qualifications & Experience

Firm Overview

Airports around the globe have turned to Landrum & Brown (L&B) to lead their efforts for 70 years because we are the premier firm in the aviation consulting industry. As such, our clients can be confident that we understand and support their business-driven needs and desire to plan proactively so that they can continue providing world-class service. With almost 200 personnel and 27 offices in 12 countries worldwide, we provide ample technical breadth, depth, and capacity to address every facet of aviation consulting.

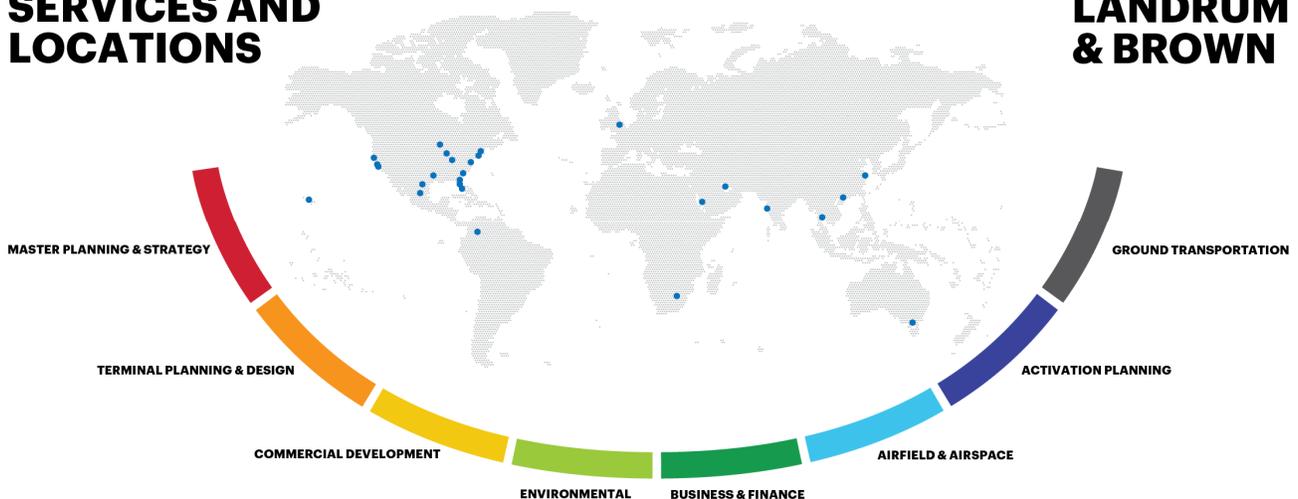
Founded in 1949, L&B is acknowledged as the global leader in aviation planning and development. We are also recognized globally for industry leadership, innovation, technical excellence, and client responsiveness.

In an industry as international and dynamic as aviation, we believe it is important to offer strong local and regional presence through our global network of offices, as well as the benefits of truly international experience. We are proud to say that we have worked on projects across all seven continents including many of the largest airports in the world.

Our clients have access to L&B's worldwide multidisciplinary team who excels in all aspects of aviation planning including the following: Master Planning & Strategy, Terminal Planning & Design, Commercial Development, Environmental, Business & Finance, Airfield & Airspace, Activation Planning, and Ground Transportation.

SERVICES AND LOCATIONS

LANDRUM & BROWN



MASTER PLANNING & STRATEGY
 Through airport master plan and strategic studies we provide airports with the development frameworks needed for orderly development and future-proofing, as well as robust airfield, terminal, and landside solutions to fit into those frameworks.

TERMINAL PLANNING & DESIGN
 We offer the unique capability to translate aviation planning and analysis into architectural concepts and designs, offering seamless integrity between original strategic intent and realization.

COMMERCIAL DEVELOPMENT
 Airports are constantly under pressure to improve efficiency and create stronger commercial diversity and revenue streams. Our team offers an integrated design service that explores innovative and robust solutions to unlock the full potential of the airport environment.

ENVIRONMENTAL
 We understand that our clients cannot embark on developmental journeys that may harm the environment and generations to come. Hence we underpin our work with specialized focus on world best practice in airport environmental and sustainability approaches.

BUSINESS & FINANCE
 L&B's aviation business planning team understands the requirements of working in a fast paced environment. Our multi-disciplinary approach to traffic forecasting, airport planning, and revenue and cost planning is utilized to add value to our client's business and commercial plans.

AIRFIELD & AIRSPACE
 We understand that airside and airspace capacity have become the foundation of many airports' strategic development. Our modeling efforts have been successfully applied at some of the world's largest hub airports, proving insightful outlooks of future airport performance.

ACTIVATION PLANNING
 A well-defined Operational Readiness and Transfer (ORAT) program is the key to a successful Airport or Terminal redevelopment. Our methodology drives focus towards operational capability and the successful introduction of the facilities, systems, people, and process into the live operation.

GROUND TRANSPORTATION
 L&B is very experienced in ensuring that all of the major infrastructure elements (airfield, terminal, ground transport) are in balance. Our own experience in ground transport and that of other specialists will be integrated in the context of an overall Master Plan.



Business & Finance Services Overview

With an acquisition in mid-2018, L&B Business & Finance service line has integrated the Trillion Aviation team and the L&B Forecasting and Financial Planning group. Together, L&B is offering industry leading business strategies, air service and air cargo analyses, and financial services to its aviation clients.

L&B Business & Finance does more than traditional financial planning and feasibility work. L&B provides complete business services to help its clients on every aspect of the project from the conceptual phase, to the planning phase, and through implementation. This includes developing alternative financing strategies, project feasibility assessment, strategic business plans, lease development and negotiations, and bond feasibility studies.

As a facilitator of private sector participation in the aviation/airports sector, L&B's consultants have had integral involvement in both the sell-side and buy-side of a wide range of projects directed at securing private sector ownership of, investment in, and/or management of large and small airports, air navigation service providers, and airlines.

Our core disciplines – Air Cargo, Air Service Development, Business, and Finance – all are specific services that allow L&B to provide comprehensive strategic services to our clients that our competition cannot offer. Additionally, L&B believes that each of these disciplines are interwoven aspects of the overall airport business model and we have the opportunity to provide all of these insights to our clients.

| Air Cargo | Air Service Development |
|--|---|
| <ul style="list-style-type: none"> - Due diligence reports, Market studies, Marketing Plans, Proposals - Demand forecasts - Cargo facility utilization - Capital, Operating Expense and Revenue Analyses, and Models - Bond feasibility Analyses for financing of cargo facilities - Impact analyses of security requirements - Master planning of cargo complexes, including non-aeronautical users engaged in e-Commerce - Environmental impact analyses of new air cargo facilities - Development of cargo development RFPs and RFQs | <ul style="list-style-type: none"> - Airline meetings/presentations - Air Service Incentive policy development - Small Community Air Service grant proposals - Forecasting commercial air service - Profitability & RASM Benchmarking - Economics & Demographics Analyses - Catchment Area & Leakage Studies - Working with community & top stakeholders and corporations - Schedule Analyses - Master Plan and Financial Feasibility forecast analyses |
| Business Strategy | Finance |
| <ul style="list-style-type: none"> - Airline Lease and Operating Agreement Development and Negotiation - Rental Car, Public Parking, Food/Beverage/Retail, and FBO Business Terms, Agreement Drafting, RFP Development and Negotiations - Strategic Business Plans and Analyses including Contract Review and Recommendations, Operational & Capital Planning and Funding, Governance, and Non-Airline Revenue Generation and Implementation - Analysis of Airport Sponsored Ground Handling and In-Sourcing - Development of Programs and Policies for TNC's, Taxicabs, and Shuttles - Drafting of Rules & Regulations and Minimum Standards - Owner's Representation of Development on Capital Projects - Concessions logistics programming - Aviation Business Case Analyses | <ul style="list-style-type: none"> - Airport Bond feasibility reports - AIP, PFC, and CFC funding eligibility and funding strategies - Master Plan financial plans - Airline rates and charges modeling - Bond Indenture Rate Covenant review and compliance - Private/third party facility financial feasibility and fee studies (Cargo, FBO, GA facilities, etc.) - FAA BCA studies and LOI applications - CIP affordability analyses (debt capacity studies) - Airline Gating and ticket counter utilization studies - Cost allocation studies (O&M and debt service) - Airport financial and activity benchmarking, reporting, and industry research |

Firm Qualifications

L&B has included resources who are fully competent in the following areas:

- Strategic aviation business planning
- Negotiation, development, and / or implementation of RFPs / RFQs / ITBs / Leases / Development Agreements
- Airline Lease Agreements and financial modeling
- Rates and charges compliance, modeling, planning, and reconciliation
- Rental Car Agreements and development/funding of support infrastructure
- Parking Management alternative models, revenue maximization alternatives, and development of structures
- Airport Advertising Agreements
- Non-Airline Revenue Development
- General Aviation Minimum Standards and Rules and Regulations
- Facility and Asset Maintenance and Planning
- FBO Minimum Standards review and compliance
- Operational specification development for services
- Special facility business terms and development and negotiation of special facility agreements

In the Staff Qualifications section located later in this SOQ, L&B has provided an Organizational Chart and Key Staff Resumes showing expertise areas. All proposed resources are employed by L&B. No subcontracts are being proposed.

Demonstrable Knowledge of Contemporary Business Issues

L&B is the industry leader in applying innovative alternatives to address the business challenges that face airport executives for all sizes of airports. For this assignment, all of the experience and staffing is provided by L&B employees, so unnecessary and costly coordination with subcontractors is not required. Many of the business services professionals have diverse backgrounds having worked for both airlines and airports and each brings that collective experience to the team.

Some of the more critical areas that impact an airport's success are understanding the priorities and business models of the airlines serving the airport, ensuring that all contracts and non-airline sources of revenue are achieving maximum return, and ensuring that the reliever airport system is creating a competitive operating environment that maximizes revenue and eliminates potential situations that may cause claims of unjust economic discrimination, and ultimately Part 16 complaints.

With the consolidation of the industry that occurred in the early 2000's, a new brand of carrier evolved, the ultra-low cost carrier (ULCC), to provide affordable leisure service to underserved markets. The ULCC's offer less than daily service, primarily to leisure markets with low fares and a no frills approach. For small airports, the less than daily service drives a different lease discussion than the legacy model. The legacy model is based on high volume with smaller planes over an extended operating day. This has caused a great deal of strife in developing leases and rates and charges models in that the traditional models have created barriers to entry with high fixed cost requirements for ULCC's. The L&B professionals designated for this assignment have the most extensive experience in the industry trying to find a middle ground for this challenge. In fact, Trillion (now L&B) developed an alternative model at VPS that was accepted by the legacy airlines and provided a competitive enough business environment to cause Allegiant to enter the market and ultimately flourish.

The L&B professionals have also been leading the industry in establishing new financial terms for major non-airline revenue sources, particularly rental car agreements and food/beverage/retail programs. L&B has designed business models that increase rent and concession fees and maximize the use of CFC's for rental car companies and consolidates overhead costs and investment requirements for concessionaires that allow them to return more to the airport through higher concession fees. These results have been experienced in VPS under the current business services contract.



For airport systems that also include general aviation airports, there has been a growing risk for unjust economic discrimination claims because, historically, these airports have tended to operate more informally based on historical practices with less attention paid to rates, fees, and charges and contract enforcement. This exposure has been increased where Minimum Standards have not kept pace with the changing industry and consistent application of the principles included in the Minimum Standards have not been consistently applied. L&B has worked with both commercial and general aviation airports in the redefinition of Minimum Standards and Rules and Standards and has a strong understanding of the issues and the likely tenant responses to change to counteract resistance.

In-House Resources to Provide the Expertise in the Areas Identified

All of the resources proposed for this assignment are employees of L&B. No subconsultants are proposed. In addition, Dan Benzon, Office in Charge, Jeff Schulthess, Strategic Advisor, and John DeCoster, Project Manager, have worked extensively with Airport management under the existing contract and have an intimate knowledge of the existing conditions at VPS and the reliever airports as well as the Master Plan concepts that have been adopted. L&B believes that the staff proposed can add significant value in the completion of the plans associated with the Master Plan as well as further enhancing the business terms and contracts that will arise during the term of the contract.

Thorough Understanding of the Economic Model Alternatives for Rate Making Methodologies and Revenue Generation for a Variety of Airport Business Applications

Simply stated, Trillion (now L&B) developed the rate making methodology at VPS that gained acceptance from the legacy airlines and served as the springboard for Allegiant to choose VPS and significantly expand its presence. This success can also be evidenced by the fact that the County was able to negotiate a unique concourse development agreement funded by Allegiant with the assistance of L&B. One of the challenges in negotiating the agreement was the need to comply with the existing airline use and lease agreement to avoid objections from the legacy airlines and have the space developed and leased under a separate contract with Allegiant seamlessly wrap into the use and lease agreement upon expiration of the special facility lease.

L&B continues to support maximum non-airline revenue generation in the areas of rental car concession agreements, food/beverage/retail terms and conditions and concession rates and the use of CFC's, and parking management model alternatives. With the successes that have been achieved in VPS with the rental car agreement and the master concession contract, L&B sees opportunities to enhance the agreements further with the development of the parking structure and the development of Concourse C.

Understanding of the Different Approaches Used for Lease Negotiations between Legacy and Ultra-Low Cost Airlines and the Ability to Develop Business Models that are Acceptable to Both

Trillion (now L&B) professionals have been at the forefront of this issue since we serve a large number of small airports where there was limited legacy service and these types of airports were the primary targets for ULCC's before their recent expansion into the medium hub markets. The L&B professionals developed multiple model concepts to try to bring a consensus position that would allow for both legacies and ULCC's to be able to sign agreements. Although there have ultimately been only a few models that have ended up being successful, one of the biggest initial successes was the model and lease that was negotiated for VPS. L&B continues to use this and other alternatives with its airport clients and continues to monitor reactions for the respective classes of airlines for variation in their positions.



Extensive Knowledge of All Airport Operations, Space Use, Capital Planning, and Sources and Uses of Funding

L&B has proposed staff for this assignment who were former airline and airport professionals that have intimate knowledge of operations and capital plans. Prior to joining Trillion, Steve Wareham was the Director of Operations at the Minneapolis-St. Paul International Airport (MSP) and served on numerous peer review committees of operations among airports. John DeCoster, proposed Project Manager, was the Northwest Airlines corporate real estate director that negotiated and coordinated the \$3.1B expansion of MSP. All of the L&B professionals proposed have extensive experience in working with airports and airlines in the development of capital improvement programs and seeking aggressive funding alternatives that minimize the need to use local funding. This funding maximization principle has also extended to subtle things like categorization of space, to provide for maximum funding eligibility.

Experience in Contract Development and Maximization of Non-Airline Sources of Revenue

L&B has specialized in the development of terms and conditions, RFP documents, and contract forms that generate maximum non-airline revenues and provide enforceable terms and conditions. Dan Benzon is an attorney and provides guidance for clients in developing terms and conditions and provision alternatives that are likely to be acceptable to tenants and contractors. John DeCoster has 24 years of aviation experience in working with over 150 airports and all forms of contacts and uses this breadth of knowledge in developing alternatives that best meet the client's needs. Since L&B has a diverse client base comprised of all sizes and types of airport, this database is used in developing proven alternatives that represent "industry best practices" to our clients. VPS is in a position where some of the more aggressive business terms that have only been applicable at large hub airports are now applicable to VPS. A recent example of this was the master concession contract that was just implemented that reflects concession rates and investment levels that are not typically found in small hub airports.

Depth of Experience in Working with Small Hub Airports in All Facets of Airport Business and Incorporating Successful Practices from Medium and Large Hub Airports into the Small Hub Model

Trillion's (now L&B) original business plan focused in small hub and non-hub airports. Thus, we have worked with dozens of non-hub and small hub airports. As the L&B professionals have started working with more medium and large hub airports, we have had the opportunity to incorporate some of the larger airport concepts into smaller hub business practices. We have also had the opportunity to gain exposure to some of the vendors who have traditionally avoided small airport because of a perceived lack of return and educate them on the opportunities that the small airports offer. This has allowed L&B to develop a pool of resources that we stay in contact with and advise when opportunities arise for our clients. This is supported by the number of qualified vendors who participated in the recent RFP processes for the master concession agreement and the janitorial services contracts.

Understanding of Air Service Trends and Business Models With Regard to the Different Classes of Airlines

The business models between legacy and ULCC's require a different focus. Legacy airlines have multiple flights per day 7 days a week and have an extended operating day that drives a different demand from a facility use standpoint than a ULCC carrier that provides less than daily service in high periods of concentration and do not require extended terminal hours. Legacies can afford higher terminal costs because they can be lowered through higher baseline. Having minimum space or high fixed costs in areas such as joint use charges are not detrimental to legacies, but with lower frequency ULCC's are barriers to entry. ULCC's have a lower overall cost basis and so airport costs are a higher percentage of the unit costs per flight because they have fewer frequencies. L&B has been successful at reviewing the characteristics of each airport and developing model alternatives that attempt to provide some balance between both classes. For the existing VPS model developed by the L&B professionals involved, this balance was successfully achieved and the CPE is competitive for both classes of carriers.



Familiarity with the Rental Car Industry and Trends, Use of CFC Funding, and Development of Rental Car Support Facilities

L&B has supported numerous airports in the development of rental car concession agreements and alternatives for development of quick turnaround facilities (QTA'S). Trillion (now L&B) was an industry leader in shifting the long standing 10% concession fee standard to an 11% (effective 12.36%) fee despite the strong objections of the industry. In addition to the concession fee increase, L&B proposes high parking space rates as well as space rental equal to or greater than the airline rate. The approach is supported by the fact that the industry effectively has a captive market in that the airlines bring their customers to them and they have no marketing costs and that the airport should get a premium return in exchange for providing them this position.

The CFC has become a major tool to pay for capital and operating expenses and actually lower rental car company's operating costs when packaged correctly. For an airport that has experienced the incredible growth that VPS has from its business and leisure visitors, having a robust rental car program is essential so that customers do not have to wait for vehicles. On airport, QTA facilities have become very important for the industry to accomplish that goal by reducing the turn time and the companies not having to invest in underutilized additional vehicles. L&B has worked in situations where the airport has developed the QTA using CFC's and airport funds as well as privately funded third party developed facilities with the pledging of CFC's to backstop the debt service of the third party developer. Since the CFC is a pass through cost to the customer, the costs that are supported through the CFC have a positive influence on the operating return of the rental car companies.

Familiarity with Developing RFP's and the Alternative Business Models for Parking Programs and Revenue Alternatives

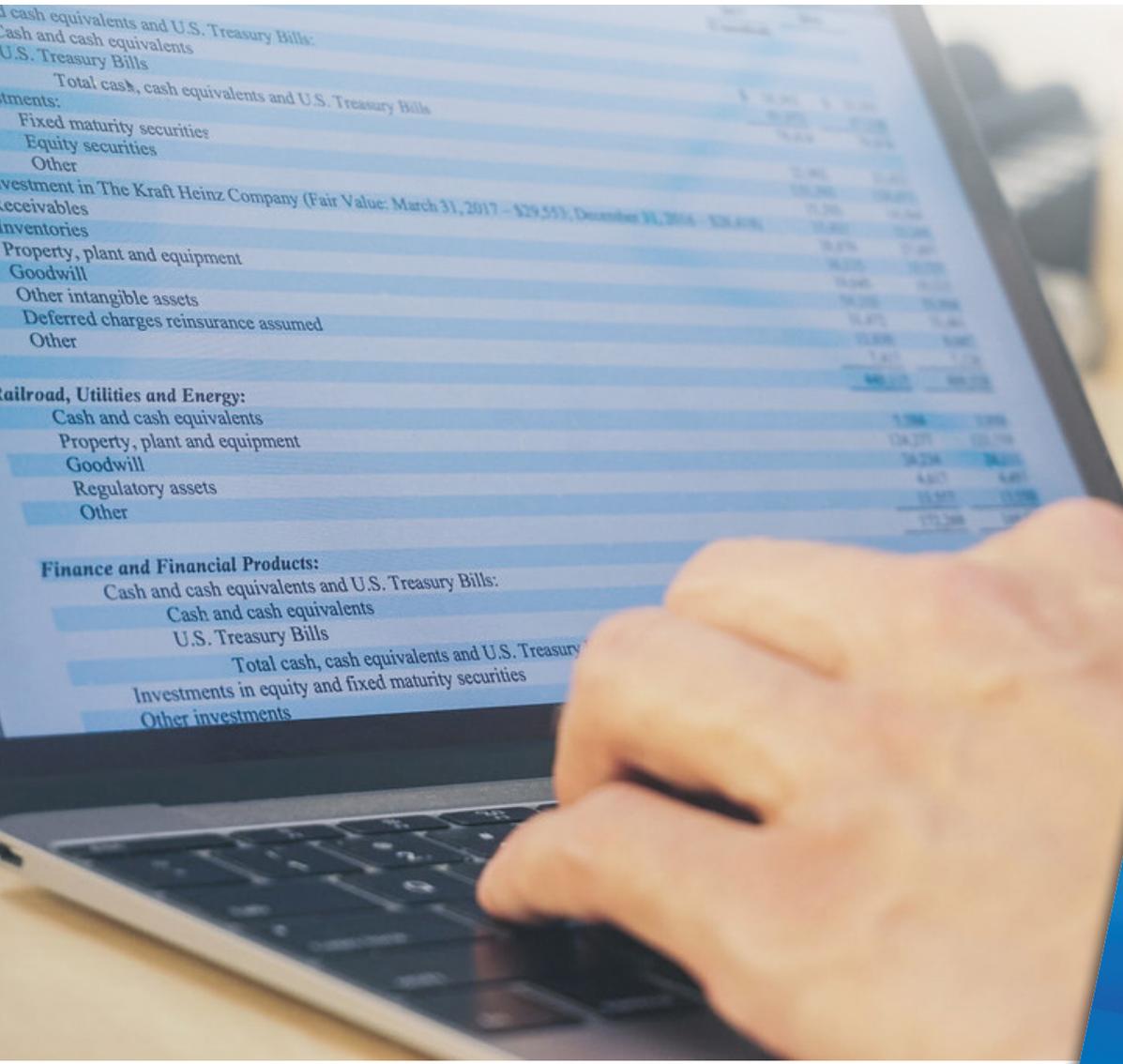
Parking revenue is traditionally one of the two largest sources of non-airline revenue for the airport. Therefore, it is essential to select the management options, investment alternatives, and rate model that best fits the goals of the airport. L&B has extensive experience in assessing the parking management models that balance the cost risk with revenue maximization and developing RFPs and contracts that balance the risk and return profile for the airport. While an airport needs to be competitive with its neighbor airports from a daily parking rate per perspective, there are rate tiering alternatives that can achieve that, yet drive greater revenues. In addition, there are corporate programs and loyalty programs that have been successfully implemented at other airports that drive additional reasons for passengers to use the local airport.

Experience in Facility Management, Asset Maintenance, and Sustainability

Steve Wareham has extensive experience in assessing maintenance needs and implementing CMMS programs that maximize the efficiency of maintenance resources. The L&B professionals also have experience in performing detailed organizational and facility assessments that are used by airport for determining the useful life of systems and improvements. These reports are used for capital investment planning. In addition, since L&B also specializes in financial modeling, L&B is able to provide the client with sources and uses of funding plans to correspond to the capital plans to maximize the use of all available revenue sources. L&B is also experienced in performing make/buy analyses to assist airport clients in ensuring that staffing levels are maintained at efficient levels and that services that can be procured competitively on the market are considered.

Three Similar Broad-Based Business Services Contracts during the Past Five Years

L&B has been selected for broad based business services contracts at the Corpus Christi International Airport (CRP), Syracuse Hancock International Airport (SYR), and the existing Ft. Walton-Destin Beach Airport (VPS).



Industry Project Examples

Industry Project Examples

Duluth International Airport (DHL)

Business and Air Service Consulting

Location

Duluth, MN, USA

Services

Business & Finance

Features

- Parking
- Concessions
- Rental Cars

Contract Value

\$48,000

Duration of Contract

2010 – Present

Client Reference

Tom Werner, C.M.
 Executive Director
 Duluth Airport Authority
 4701 Grinden Drive
 Duluth, MN 55811
 218-625-7766
 twerner@duluthairport.com

Personnel Involved

Dan Benzon
 John DeCoster
 Lori Pfeleger



Landrum & Brown (L&B) is currently providing business services support as an extension of staff on an outsourced basis through an RFP process. DHL is not funded with any local tax support and had to develop an aggressive business plan to support the cost of a new terminal and parking structure.

L&B worked through significant revisions to all major contracts and updated the business terms to meet industry best practices. Significant emphasis has been focused on increasing non-airline revenue through leases and concession generating agreements. The airport has been able to support the debt requirement and not increase the airline rates and charges significantly. All vacant facilities on the airport have been leased and new development of an aircraft manufacturing facility was completed.

John DeCoster served as extension of staff and coordinated all programs. The experience includes:

- Development of a financial feasibility study for the development of a parking garage at the new terminal and created a tiered parking rate program that maximized revenue based on the length of stay.
- Development of the specifications and contract for an RFP for the resulting parking management program.
- Development of the RFP for a new food/beverage/retail concessions program for a new terminal. Implemented and sales and revenue to the Authority have exceeded projections.
- Development of the RFP for the rental car concession program increasing revenue and establishing the CFC.

Springfield-Branson National Airport (SGF)

Competitive Assessment / Strategic Business Plan

Location

Springfield, MO, USA

Services

Business & Finance

Contract Value

\$100,000

Duration of Contract

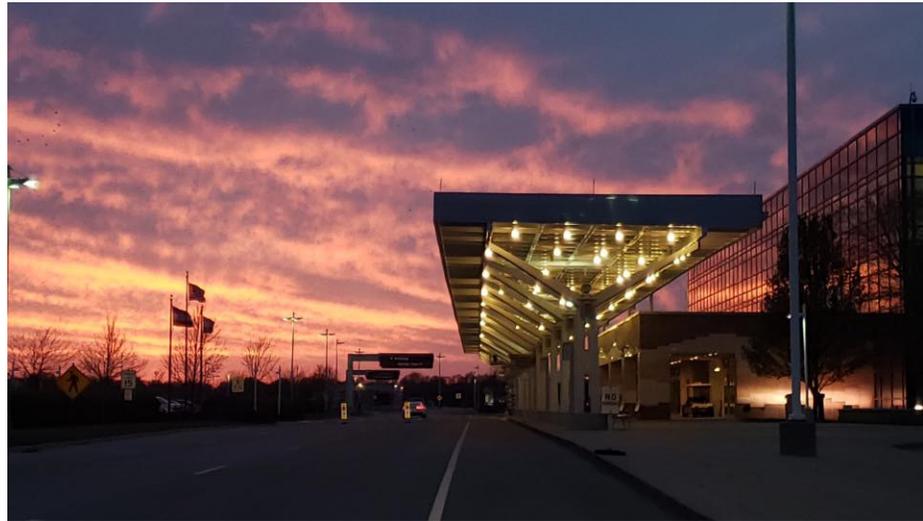
2016 – 2017

Client Reference

Brian Weiler
Director of Aviation
City of Springfield
Springfield Airport Board
2300 N. Airport Blvd.
Springfield, MO 65802
417-868-0500 ext. 2001
bweiler@flyspringfield.com

Personnel Involved

Dan Benzon
John DeCoster
Lori Pfeifer
Steve Wareham



Trillion Aviation (acquired by Landrum & Brown in 2018) was contracted to conduct a competitive assessment/ strategic business plan for SGF. The airport had a change in management and had conducted business the same way for years.

The scope included analyzing and making recommendations for all aspects of the airport including: governance, staffing, the airline agreement and rates and charges model, a review of all major contracts to identify opportunities for incorporating industry best practices, a review of the airport owned FBO operation, ARFF staffing and response levels, high level facility assessments of key facilities, rental cars, parking management, and other tenant leases.

The findings were categorized into short term, medium term, and long term depending on the potential for additional revenue generation, expense reduction, or for incorporation into the capital improvement program.

The resulting report and recommendations were adopted by the Airport Board as their strategic plan. Each year, in setting the airport goals and objectives, the report is reviewed, and the year plan updated to correspond to the recommendations and timing contained in the report.

Destin-Ft. Walton Beach Airport (VPS)

Financial and Business Consulting

Location

Valparaiso, FL, USA

Services

Business & Finance

Features

- Airline Use & Lease Negotiations
- Rate & Charges Modeling
- Rental Car Lease Negotiations
- PFC Application Preparation

Contract Value

\$375,000

Duration of Contract

2013 – Present

Client Reference

Mr. Tracy Stage, AAE
 Director of Airports
 Destin-Ft. Walton Beach
 Airport
 1701 FL-85
 Eglin AFB, FL 32542
 +1 850 651 7160
 tstage@co.okaloosa.fl.us

Personnel Involved

Dan Benzon
 John DeCoster
 Garfield Eaton
 L.J. Marciano
 Jeffrey Schulthess



Landrum & Brown (L&B) is currently providing airport financial and business consulting services for Okaloosa County Airports primarily at VPS, its commercial service airport.

L&B developed a rates and charges model and airline lease agreement to replace an outdated agreement. VPS was under consideration by a large ULCC carrier in addition to the legacy airlines that historically had served the airport. The team developed a solution that appealed to both the legacy and the ULCC carriers and subsequently the ULCC carrier commenced service to the airport. L&B continues to monitor the airline rates and performs budget and settlement analysis annually.

L&B has prepared a new PFC application and several PFC amendments to support the on-going capital development needs at VPS and its two general aviation airports.

L&B worked with airport senior staff to address its long-term rental car agreement with outdated terms and conditions. The new agreement substantially increase concession fees to industry leading rates as well as increased rents and redirected CFCs to focus on debt service over subsidization. All RAC companies participated resulting in a year over year peak of 35% increase in revenues to the airport.

L&B developed new business terms, specifications and RFPs for the rental car concession program; the master concessionaire food, beverage, and retail program; and the janitorial services for VPS. L&B also developed updated minimum standards for the general aviation airports.

L&B led the negotiations for the development of a new third-party funded concourse to accommodate the massive growth of the ULCC carrier that did not involve the use of PFCs, AIPs, or airport discretionary revenues, but used incremental, benchmarked levels of growth in non-airline revenue to reimburse the airline for its investment over a 4-year period.

Williston Basin International Airport (XWA)

Business Support and Air Service Development

Location

Williston, ND, USA

Services

Business & Finance

Contract Value

\$100,000

Duration of Contract

2017 – Present

Client Reference

Anthony Dudas
Airport Director
City of Williston
22 E. Broadway
Williston, ND 58801
+1 701 774 8594
anthonyd@ci.williston.nd.us

Personnel Involved

Dan Benzon
John DeCoster
Lori Pfeiger



Landrum & Brown (L&B) is currently providing comprehensive business support and air service development consulting services for the development of a new airport in Williston, approximately seven miles north of the current airport.

L&B has developed specifications, business terms, contracts for new contracts in the areas of the food/beverage/retail operator; a new FBO; the rental car contract, and a new parking management program.

The move to the new location resulted in the rental car companies not being able to use the existing car wash and maintenance facilities because of the distance between the facilities. L&B solicited interest from third parties to provide design/build services, including financing, to develop a new facility on the airport.

All of these contracts involved the complete redefinition of new terms and conditions because the programs at the old airport were antiquated and only served a small passenger base. All of the contracts developed business terms that increased the non-airline revenue contribution from the existing contracts.

In addition, L&B developed a new business model for the airline use and lease agreement that involved developing a transparent cost recovery model that allowed for the airport to have a favorable business environment for both the incumbent legacy airlines, but also removed high cost barriers to entry to market to the ULCC community. In addition, a new lease was also developed to support the business model.

All of the new contracts are supporting the opening of the new airport projected for October 2019.

Corpus Christi International Airport (CRP)

Business Consulting Services & Air Service Analyses

Location

Corpus Christi, TX, USA

Services

Business & Finance

Features

- Rates & Charges
- Airline Agreements
- RAC & Concession Agreements
- Air Service Development
- Land & Development Negotiations
- Airport Budgeting
- Sources & Uses of Funds
- RFP Development

Contract Value

\$1,000,000

Duration of Contract

2009 – Present

Client Reference

Fred Segundo, AAE
 Director of Aviation
 City of Corpus Christi
 Department of Aviation
 1000 International Drive
 Corpus Christi, TX 78406
 +1 361 289 0171
 fredsc@cctexas.com

Personnel Involved

Dan Benzon
 John DeCoster
 Lori Pfeifer
 Steve Wareham



Landrum & Brown (L&B) is currently providing strategic, business, and air service consulting services for the City of Corpus Christi at CRP.

L&B serves airport senior staff and airport board as a key business strategy advisor. This comprehensive role has essentially been an extension of staff and is the closest example of On-Call Business Services that there is in the aviation industry.

L&B has been instrumental in leading initiatives to increase non-airline revenue. This included developing business terms for increasing rental car revenues commissions, increased rent revenue for ready/return spaces, and increased counter rental. L&B also developed the business terms for an updated food, beverage, and retail concession programs that included tenant investment and increased commissions.

In addition to increasing non-airline revenue, L&B also led cost cutting initiatives that included converting the City staffing paid parking program to a third party vendor eliminating positions and resulting in \$100,000 in annual savings. L&B also performed a staffing efficiency analysis and made recommendations for position consolidation that reduced total staffing by approximately 18 positions.

L&B also developed a new cost recovery based airline rates and charges model that transitioned from a fixed rate lease concept to a transparent calculation of annual rates. A new lease agreement also was developed that shifted space vacancy from the City to the airlines and reconciled the square footage so that the airlines paid for all passenger processing space.

A number of development projects were also led by L&B, including a major Coast Guard facility, a rental car light maintenance facility quick turnaround (“QTA”) facility, and a ground transportation distribution facility for Fed Ex.

L&B also initiated aggressive terms and conditions for new FBO leases that included FBO investment in return for additional terms beyond the base 5 year term. This resulted in one FBO investing \$4.4M in facility improvements that will revert to the City at the end of the lease term.



Staff Qualifications

Staff Qualifications

L&B’s project team will be led by the following three highly qualified and experienced professionals:

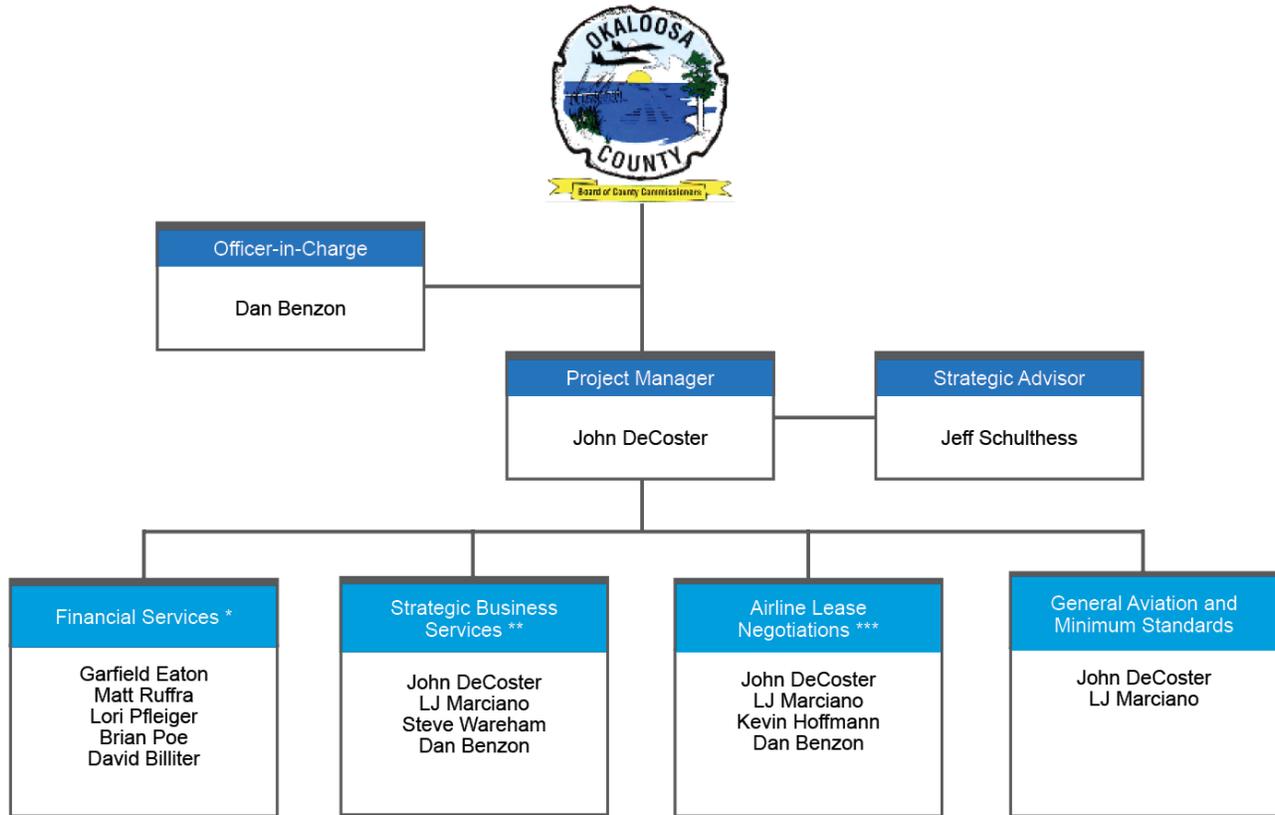
- Dan Benzon, Officer-in-Charge
- John DeCoster, Project Manager

Dan Benzon and John DeCoster have worked extensively with County’s airport management under the existing contract and have an intimate knowledge of the existing conditions at VPS and the reliever airports as well as the Master Plan concepts that have been adopted.

L&B believes that the staff proposed can add significant value in the completion of the plans associated with the Master Plan as well as further enhancing the business terms and contracts that will arise during the term of the contract.

The Organizational Chart below shows the key staff resources proposed for this project. Shortened resumes for all key staff are provided on the following pages. Full resumes are provided in an appendix.

Organizational Chart



* Financial Services includes financial analysis and airline rates and charges calculations per airline agreement and PFC applications
 ** Strategic Business Services includes financial self sufficiency strategies, RFP development and contract development for food/beverage, strategic planning, rental car and CONRAC facility business terms, parking management contracts and programs, parking structure revenue modeling strategies, competitive analyses, and air service incentive program development
 *** Air Lease Negotiations includes special facility strategies and business development

Key Staff Resumes

Dan Benzon, Executive Vice President – Officer-in-Charge



Dan has two decades of industry experience in airline airport affairs and airport consulting. He serves as service line leader of L&B's Business & Finance group. In 2006, Dan founded Trillion Aviation and was President of the firm until it was acquired by L&B in 2018. He previously served in corporate real estate – airport affairs at Continental Airlines and America West Airlines.

Dan has focused on assisting airport leaders with strategies to manage their airports as a business by utilizing tools such as leases, on-airport development, non-airline revenues, and alternative business models. Specifically, these airports seek guidance on internal and external decision-making processes, program management implementation, industry best practices and benchmarking relative to their peer airports.

Dan co-authored ACRP Report 19A: Resource Guide to Airport Performance Indicators.

Dan has spoken on topics such as emerging ground handling models, airport-airline lease agreement negotiations, airport non-airline revenue development, and airport cost savings best practices at conferences, including AAAE Great Lakes, AAAE South Central, AAAE Ground Handling Initiatives Workshop, AAAE Annual Conference and Exposition, and ACI Small Airports Conference.

John DeCoster, Associate Vice President – Project Manager



John has over 23 years of aviation industry experience in the airline affairs, corporate real estate, including 12 years with Northwest Airlines and 11 years with Trillion Aviation.

John has a focused specialization in all business services areas assisting airport management in developing business strategies to operate the airport as a business utilizing tools such as airline and non-airline leases utilizing industry "best practices" concepts, on-airport aeronautical and non-aeronautical development and revenues, FBO alternative assessment and management, and air service development. These strategies have taken large hub concepts and scaled them to be very effective at the non-hub and small hub sized airports in the U.S. Specifically, these airports seek guidance on airline decision making processes, best practices and benchmarking from their similarly situated airports, and business plan related opportunities to grow revenues and to manage capital and operational costs

John has developed programs in the areas of food, beverage, and retail concessions, FBO lease and development alternatives, rental car negotiations and the implementation of CFC programs to reimburse Airports for investments and operating costs, parking management programs, and commercial vehicle programs. Each of these programs is customized to meet the needs of the particular Airport to best match the opportunity with the Airport's risk profile.

Jeffrey Schulthess, Vice President – Strategic Advisor



Jeff has over 26 years of experience in airport consulting and airline management, and he has worked at more than 50 airports during his career. Jeff has managed more than 25 airport feasibility studies in support of over \$7B in revenue bonds. As a former airline representative with United Airlines for five years, Jeff negotiated the business terms and drafted provisions in airline-airport use and lease agreements.

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Jeff has provided financial, business and other consulting services, including the following:

- Airline Rates and Charges Analyses
- Airport Capital Program Feasibility and Justification Analyses
- Airline Use and Lease Agreement and Other Airport Tenant Negotiations
- Financial Feasibility Analyses to Support Airport Revenue Bond Issuances
- Benefit-Cost Analysis and FAA Letter-Of-Intent Support for AIP Grant Funding
- Aviation Demand Forecasting
- Airport Privatization Analyses
- Aviation Business Case Development

Jeff has co-authored the following ACRP publications:

- Report 36: Airport/Airline Agreements-Practices and Characteristics
- Report 68: Guidebook for Evaluating Terminal Renewal Versus Replacement Options

Jeff has spoken on topics such as airline-airport use and lease agreement trends, airport non-aeronautical revenue development, and airport rates and charges at several ACI-NA and AAAE conferences.

Garfield Eaton, Vice President



Garfield has 30 years of experience in business and financial consulting, including the preparation of revenue bond financial feasibility studies, airport capital improvement and infrastructure implementation, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and passenger facility charge and rental car customer facility charge strategies.

Over his career, Garfield has provided financial feasibility analyses in support of over \$13 billion in airport revenue bond issuances, including developing alternative financing strategies and assessing the financial feasibility and impacts of an airport's capital program on airline rates and charges, airport cash flow, and bond rate covenants. He has assisted in the implementation of major capital improvement and infrastructure programs at over 50 airports during his career including general aviation, small, medium, and large-hub airports.

Garfield has assisted in the successful renegotiation of new use and lease agreements including evaluating and modeling alternative compensatory, residual, and revenue sharing rate setting methodologies. His experience involves developing creative approaches to establishing terminal rents and fees associated with preferential, joint, and common use facilities.

Steve Wareham, Associate Vice President



Steve has over 30 years of industry experience in large facility operations and maintenance. He previously served as the Director of MSP Operations at the Minneapolis-St. Paul International Airport (MSP). Preceding that assignment, he oversaw the Airport's Facilities Department.

Steve has focused on assisting clients with "Owners Rep" / Airline Technical Services, CMMS implementation, terminal planning, strategic planning, logistics planning, client representation, special accessibility projects, competitive business assessments, common use equipment studies, airport staffing and reorganizational planning and airport facility assessments.

Steve co-authored ACRP Report 10 11: Creating Collaborative Environments between Airport Operations and Maintenance Departments.

Steve has spoken on topics such as airport non-airline revenue development, logistics planning, airport environmental initiatives, airport accessibility, leadership, customer service and the impact of aging travelers at conferences including AAAE Great Lakes, AAAE Annuals, Passenger Terminal Expos and other international aviation conferences in the United States, Europe, Asia and the Mideast.

LJ Marciano, Senior Managing Consultant



L.J. is a highly accomplished, take-charge senior leader with broad and diverse experience in business administration, supply chain management and operations. He has key experience managing multi-million dollar budgets, financial reporting, identifying and resolving operational challenges, strategic sourcing, cost reduction, driving efficiencies and increased revenues.

L.J. effectively collaborates with internal/external partners, teams, and senior management. He has strong financial/budget management skills with expertise in facilities oversight and operational management. He is vastly experienced in managing multiple projects through the coordination of people and resources. He monitors and evaluates project progress and results, determines improvements and implements appropriate measures to achieve company goals.

Matthew Ruffra, Senior Managing Consultant



Matt has over 11 years of experience in business and financial consulting, including the preparation of revenue bond financial feasibility studies, airport capital improvement and infrastructure implementation, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and passenger facility charge and rental car customer facility charge strategies.

Over his career, Matt has provided financial feasibility analyses in support of over \$18 billion in airport revenue bond issuances, including developing alternative financing strategies and assessing the financial feasibility and impacts of an airport's capital program on airline rates and charges, airport cash flow, and bond rate covenants. He has assisted in the implementation of major capital improvement and infrastructure programs at a variety of small, medium, and large-hub airports during his career. Matt has assisted in the successful renegotiation of new use and lease agreements including evaluating and modeling alternative compensatory, residual, and revenue sharing rate setting methodologies. His experience involves developing creative approaches to establishing terminal rents and fees associated with preferential, joint, and common use facilities.

Matt has spoken on a variety of topics related to airline rates and charges, and he has assisted in organizing rates and charges workshops on behalf of AAAE.

Kevin Hoffmann, Senior Managing Consultant



Kevin has worked in the cargo aviation industry for nearly 35 years. Prior to joining L&B in 2018, he worked in various positions with UPS, the last 21 years in Airport Properties. As an Airport Properties Manager, he negotiated hundreds of space lease agreements for buildings, aircraft parking aprons, GSE space and employee and tractor trailer parking lots, with both airports and third-party developers.

Kevin also negotiated more than 75 Airport Use and Lease Agreements at airports across the country, always keeping an open mind to both passenger and cargo needs and balancing those with the airport's requirements. Kevin was responsible for helping UPS open its new airline operations and facilities in Anchorage, Billings, Fort Wayne, Pensacola, Tampa, Fargo and Lafayette.

Kevin also participated in the Airport/Airline Affairs Committees of more than 40 airports. In that role, he consulted with other airlines and senior airport staff regarding airport capital plans, airport master plans, fiscal budgeting and rates and charges.

Lori Pfeiger, Senior Consultant



Lori has 36 years of experience in expense and revenue analysis, rates and charges model development, parking revenue analysis, and budgeting / forecasting. Prior to joining L&B and Trillion, Lori spent over 30 years at Northwest Airlines and Delta Air Lines, primarily in Airport Affairs, performing budget development, variance analysis and monthly financial reporting for the airport rates and charges requirements, as well as managing cash flow control for multiple facilities projects.

Lori has developed numerous comprehensive financial models based on the specific cost recovery needs of the airport client. Expense, revenue, debt service, and expense and revenue allocation data is used to create rates and charges, along with analytical tools regarding the application of non-airline revenue to assist airports in their understanding of these financial alternatives. Additionally, Lori has also developed a parking revenue model that provides sensitivity analysis for various parking rate/revenue options.

Brian Poe, Senior Consultant



Brian has 11 years of airport forecasting and financial airport planning experience and is a Senior Consultant in L&B's Business and Finance Group. He spent ten years in engineering, planning and operations management before earning his MBA and beginning a consulting career. His responsibilities at L&B involve forecasting, benefit-cost analysis, cargo facility planning, financial feasibility studies, terminal planning, passenger survey planning, land use planning, flight schedule development, gating analysis and rates and charges analysis. Brian

has developed aviation activity forecasts and models to support financial and master planning efforts for major capital development programs, demand capacity and delay studies, and environmental studies.

David Billiter, Senior Consultant



David's primary focus is developing aviation activity forecasts. These forecasts are used as part of the master planning process to determine future facility requirements, supporting financial studies, and for analyzing potential future environmental impacts. David has developed such forecasts for a variety of facilities ranging from some of the largest airports in the world to general aviation airports. David is experienced in developing spreadsheet-based models in Excel, which are used for bond feasibility studies and cost-benefit analysis. Additionally, David

has assisted in the design, planning, implementation of passenger surveys. David is knowledgeable in data visualization, including the ability to develop visually appealing and interactive dashboards in Tableau.

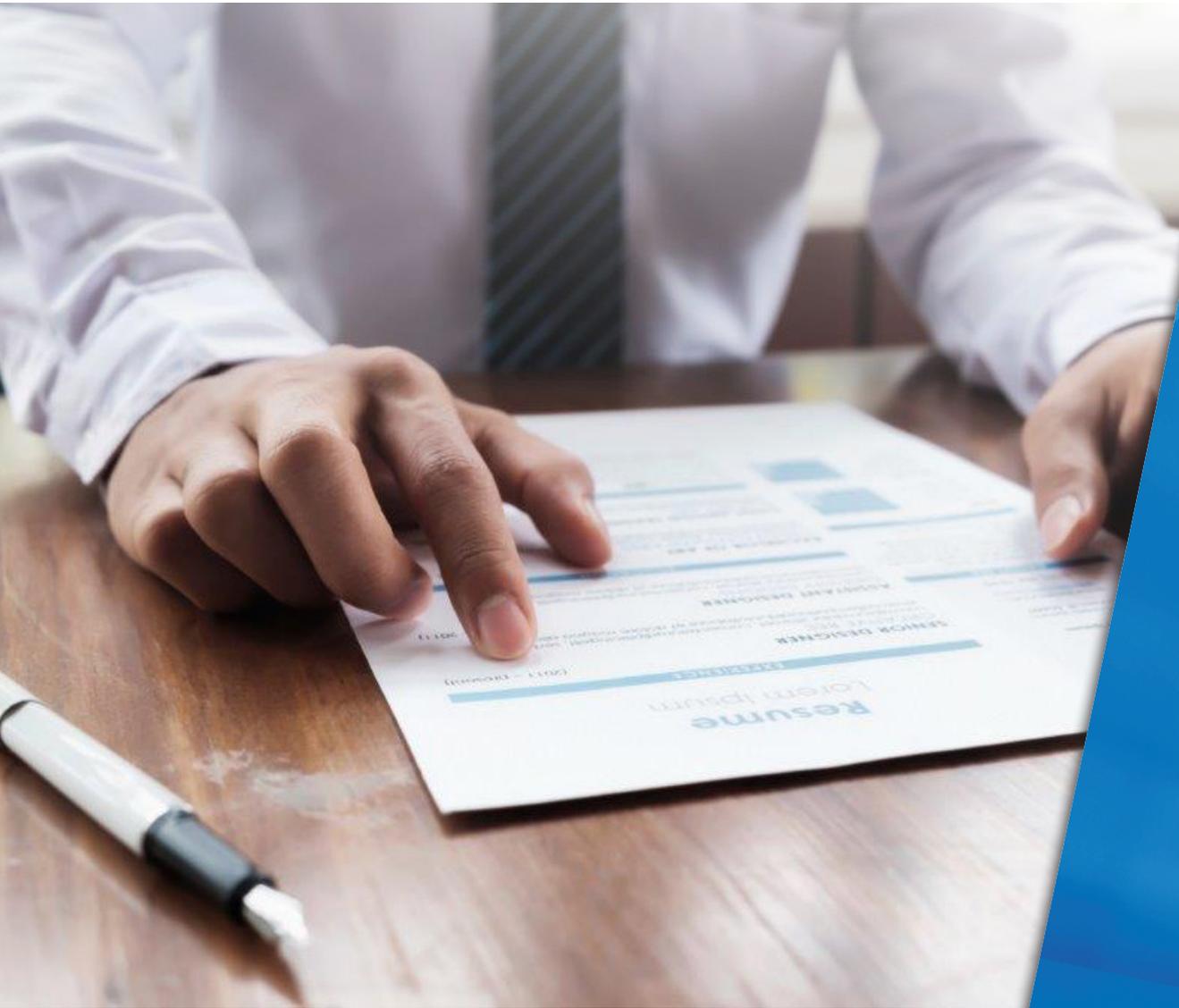


Availability of Resources

Availability of Resources

As previously mentioned, all proposed resources are L&B employees. The following table shows the time availability percentage for all proposed resources.

| Key Staff | Role(s) | Percent Availability |
|--------------------|---|----------------------|
| Dan Benzon | Officer-In-Charge Strategic Business Services Airline Lease Negotiations | 40% |
| John DeCoster | Project Manager Strategic Business Services Lead Airline Lease Negotiations Lead General Aviation and Minimum Standards Lead | 55% |
| Jeffrey Schulthess | Strategic Advisor | 25% |
| Garfield Eaton | Financial Services | 25% |
| Steve Wareham | Strategic Business Services | 50% |
| L.J. Marciano | Strategic Business Services Airline Lease Negotiations General Aviation and Minimum Standards | 50% |
| Matthew Ruffra | Financial Services | 35% |
| Kevin Hoffmann | Airline Lease Negotiations | 60% |
| Lori Pfeiger | Financial Services | 65% |
| Brian Poe | Financial Services | 25% |
| David Billiter | Financial Services | 35% |



Resumes



Education

Juris Doctor, Texas Tech University, 1999

Master of Business Administration, Texas Tech University, 1999

Bachelor of Arts, History, University of Texas at Austin, 1992

Licenses

Texas Attorney #24012277

Year Started in Industry

1999

Year Started at L&B

2018

Overview

Dan has two decades of industry experience in airline airport affairs and airport consulting. He serves as service line leader of L&B's Business & Finance group. In 2006, Dan founded Trillion Aviation and was President of the firm until it was acquired by L&B in 2018. He previously served in corporate real estate – airport affairs at Continental Airlines and America West Airlines.

Dan has focused on assisting airport leaders with strategies to manage their airports as a business by utilizing tools such as leases, on-airport development, non-airline revenues, and alternative business models. Specifically, these airports seek guidance on internal and external decision-making processes, program management implementation, industry best practices and benchmarking relative to their peer airports.

Dan co-authored ACRP Report 19A: Resource Guide to Airport Performance Indicators and has spoken on topics such as emerging ground handling models, airport-airline lease agreement negotiations, airport non-airline revenue development, and airport cost savings best practices at conferences, including AAAE Great Lakes, AAAE South Central, AAAE Ground Handling Initiatives Workshop, AAAE Annual Conference and Exposition, and ACI Small Airports Conference

Experience

Corpus Christi International Airport, Leases, Financials, Strategies, Corpus Christi, TX (CRP)

Lead negotiations and strategies for business terms and conditions on airport tenant contracts, such as airline, rental car, and developer agreements. Assist airport staff on operating and capital budgeting, support air service development activities and provide owner's representation on proposals.

Addison Airport, Landside/Airside Commercial Development Strategies, Addison, TX (ADS)

Assisted City Manager in the strategies for development of a major airport land parcel. The prior business deal had stalled for over two years. Worked with the Airport team to negotiate a development agreement that provides revenues exceeding prior Airport arrangements.

Indianapolis International Airport, Airline Agreement and Use of Premises with Financial Rates & Charges Model, Indianapolis, IN (IND)

Served as the lead negotiator and strategist on a new agreement and use of premises with the Airlines serving IND. The team developed a revised airline rate making methodology and modified the terms and conditions of the business deal. The Authority received an additional 50% in compensation from the Airlines and protected the Authority's full downside risk.

Destin-Fort Walton Beach International Airport, Rental Car Concession Agreement, Destin, FL (VPS)

Lead strategist, drafter and negotiator on a new rental car concession agreement for VPS. Suggested issuing an RFP and bid process that resulted in significantly favorable terms and conditions for VPS. This financial success rectified prior airport subsidization of fees and charges as well as provided the ability for the airport to refund debt on its QTA facility.

Greenville-Spartanburg International Airport, FBO Model Validation, Greenville, SC (GSP)

Reviewed and evaluated insourcing the FBO services at GSP. This included weighing the insourced model options. Presented options and recommendations to Board for go-forward approval. GSP now owns and operates a successful FBO on a proprietary exclusive basis.

Daniel Benzon

Executive Vice President



Business & Finance

- Addison Airport
- Asheville Regional Airport
- Austin Bergstrom International Airport
- Corpus Christi International Airport
- Dane County Regional Airport
- Destin-Fort Walton Beach Airport
- Gerald R. Ford International Airport
- Greenville-Spartanburg International Airport
- Hartsfield-Jackson Atlanta International Airport
- Indianapolis International Airport
- John Glenn Columbus International Airport
- MBS International Airport
- Memphis International Airport
- McAllen International Airport
- Nashville International Airport
- Quad City International Airport
- Philadelphia International Airport
- Port of San Antonio
- Rick Husband Amarillo International Airport
- Roanoke-Blacksburg Regional Airport
- San Angelo Regional Airport
- Seattle-Tacoma International Airport
- Shreveport Regional Airport
- Sloulin Field International Airport
- South Bend International Airport
- Springfield-Branson National Airport
- Syracuse Hancock International Airport
- Tallahassee Regional Airport
- Yeager Airport



Education

Master of Business Administration, University of St. Thomas, 1982

Bachelor of Science, Sociology, Kansas State University, 1973

Professional Affiliations

American Association of Airport Executives

Corporate Member

Minnesota Council of Airports

Member

Airports Congress International

Corporate Member

Year Started in Industry

1995

Year Started at L&B

2018

Overview

John has over 23 years of aviation industry experience in the airline affairs, corporate real estate, including 12 years with Northwest Airlines and 11 years with Trillion Aviation.

John has a focused specialization in all business services areas assisting airport management in developing business strategies to operate the airport as a business utilizing tools such as airline and non-airline leases utilizing industry “best practices” concepts, on-airport aeronautical and non-aeronautical development and revenues, FBO alternative assessment and management, and air service development. These strategies have taken large hub concepts and scaled them to be very effective at the non-hub and small hub sized airports in the U.S. Specifically, these airports seek guidance on airline decision making processes, best practices and benchmarking from their similarly situated airports, and business plan related opportunities to grow revenues and to manage capital and operational costs

John has developed programs in the areas of food, beverage, and retail concessions, FBO lease and development alternatives, rental car negotiations and the implementation of CFC programs to reimburse Airports for investments and operating costs, parking management programs, and commercial vehicle programs. Each of these programs is customized to meet the needs of the particular Airport to best match the opportunity with the Airport’s risk profile.

Experience

Williston Basin International Airport, Business Strategy, Williston, ND

Developed the airline lease terms and the rates/business model for a new airport as well as FBO, rental car, parking, and concession agreements.

Corpus Christi International Airport, Airline Lease and Financial Rates & Charges Model, Non-Aeronautical Development, and FBO Lease Negotiations, Corpus Christi, TX

Led the development of a cost recovery rates & charges model and the commensurate lease for the airlines. Serves as owner’s representative in the negotiation and development of non-aeronautical facilities on the airport.

Duluth International Airport, Business Services, Duluth, MN

Directed the business services department on behalf of the airport for airline rates and charges and lease negotiations, rental car RFP, revamping of the parking program and rate structure, negotiation of third party leases, and food & beverage RFP development.

Springfield-Branson National Airport, Strategic Business Plan, Springfield, MO

Conducted a comprehensive review of all operational, financial, contractual, and governance structures as part of a Strategic Business Plan project and developed recommendations for implementation of industry “best Practices” in a variety of areas.

Minot International Airport, Business Services, Minot, ND

Led the development of the cost recovery model for the new terminal project and associated non-airline revenue opportunities.

John DeCoster

Associate Vice President



Business & Finance

- Bemidji Regional Airport
- Corpus Christi International Airport
- Duluth International Airport
- MBS International Airport
- Minot International Airport
- Moline Quad City International Airport
- Rick Husband Amarillo International Airport
- Williston Basin International Airport
- Springfield-Branson National Airport

Jeffrey Schulthess

Vice President



Education

Masters of Business Administration, Northern Illinois University, 2001

Bachelor of Science, Aviation Management, The Ohio State University, 1992

Professional Affiliations

Airports Council International – North America

Finance Committee

American Association of Airport Executives

Finance and Administration Committee

Year Started in Industry

1993

Year Started at L&B

2018

Overview

Jeff has over 26 years of experience in airport consulting and airline management, and he has worked at more than 50 airports during his career. Jeff has managed more than 25 airport feasibility studies in support of over \$7B in revenue bonds.

Jeff has provided financial, business and other consulting services, including the following:

- Airline Rates and Charges Analyses
- Airport Capital Program Feasibility and Justification Analyses
- Airline Use and Lease Agreement and Other Airport Tenant Negotiations
- Financial Feasibility Analyses to Support Airport Revenue Bond Issuances
- Benefit-Cost Analysis and FAA Letter-Of-Intent Support for AIP Grant Funding
- Aviation Demand Forecasting
- Airport Privatization Analyses
- Aviation Business Case Development

Jeff has spoken on topics such as airline-airport use and lease agreement trends, airport non-aeronautical revenue development, and airport rates and charges at several ACI-NA and AAEE conferences.

Jeff has co-authored the following ACRP publications:

- Report 36: Airport/Airline Agreements-Practices and Characteristics
- Report 68: Guidebook for Evaluating Terminal Renewal Versus Replacement Options

As a former airline representative with United Airlines for five years, Jeff negotiated the business terms and drafted provisions in airline-airport use and lease agreements.

Experience

Detroit Metropolitan Wayne County Airport, Airport Revenue Bond Feasibility Studies, Romulus, MI

Airport revenue bond feasibility studies and capital program analysis.

Indianapolis International Airport, Airline Use Agreement and Financial Analysis Services, Indianapolis, IN

Development of a new airline rate-setting methodology and assistance with negotiations on new airline use agreements. Preparation of airline rates and charges financial analysis and modeling.

Portland International Airport, Airport Revenue Bond Feasibility Studies & Capital Program Analysis, Portland, OR

Airport revenue bond feasibility studies, development of long-term capital forecasting model, and financial modeling analysis for rental car concession and lease agreements and CFC revenue analysis.

Reno-Tahoe International Airport, Airline Use Agreement and Financial Feasibility Analysis, Reno, NV

Assistance with negotiations and financial analysis for new airline use agreements. Preparation of the financial feasibility analysis for a Master Plan Update.

Salt Lake City International Airport, Airport Revenue Bond Feasibility Studies & Capital Program Analysis, Salt Lake City, UT

Airport revenue bond feasibility studies, capital program financial analysis, and benefit-cost analysis for the FAA.

Jeffrey Schulthess

Vice President



Business & Finance

- Asheville Regional Airport
- Austin-Bergstrom International Airport
- Baltimore/Washington International Thurgood Marshall Airport
- Capital Regional International Airport
- Chicago Midway International Airport
- Chicago O'Hare International Airport
- Dallas Love Field
- Dane County Regional Airport
- Daniel K. Inouye International Airport, Honolulu
- Destin-Fort Walton Beach Airport
- Detroit Metropolitan Wayne County Airport
- Indianapolis International Airport
- Jackson-Medgar Wiley Evers International Airport
- John Glenn Columbus International Airport
- Las Vegas McCarran International Airport
- Los Angeles International Airport
- Louis Armstrong New Orleans International Airport
- Memphis International Airport
- Metropolitan Oakland International Airport
- Minneapolis-St. Paul International Airport
- Nashville International Airport
- Phoenix Sky Harbor International Airport
- Portland International Airport
- Quad City International Airport
- Reno-Tahoe International Airport
- Salt Lake City International Airport
- San Diego International Airport

Garfield Eaton

Vice President



Education

Bachelor of Science,
Civil Engineering,
Michigan State University,
1989

Professional Affiliations

**Airports Council
International – North
America**

Finance Committee

**American Association of
Airport Executives**

Finance and Administration
Committee

Year Started in Industry

1989

Year Started at L&B

2018

Overview

Garfield has 30 years of experience in business and financial consulting, including the preparation of revenue bond financial feasibility studies, airport capital improvement and infrastructure implementation, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and passenger facility charge and rental car customer facility charge strategies.

Over his career, Garfield has provided financial feasibility analyses in support of over \$13 billion in airport revenue bond issuances, including developing alternative financing strategies and assessing the financial feasibility and impacts of an airport's capital program on airline rates and charges, airport cash flow, and bond rate covenants. He has assisted in the implementation of major capital improvement and infrastructure programs at over 50 airports during his career including general aviation, small, medium, and large-hub airports.

Garfield has assisted in the successful renegotiation of new use and lease agreements including evaluating and modeling alternative compensatory, residual, and revenue sharing rate-setting methodologies.

His experience involves developing creative approaches to establishing terminal rents and fees associated with preferential, joint, and common use facilities.

Experience

**Los Angeles International Airport,
Airline Lease, Bond Feasibility and
Capital Program, Los Angeles, CA**

Served as Officer in airline lease negotiations. Airport revenue bond feasibility studies. Capital program development.

**Southwest Florida International
Airport, Financial Consulting
Services, Fort Myers, FL**

Project Manager for new Midfield Terminal financing. Bond feasibility study. Airline agreement negotiations. Cost Center Studies. Rental Car CFC analysis.

**San Francisco International Airport,
Airline Lease Strategy/Negotiations,
San Francisco, CA**

Project manager for rates & charges strategy and airline lease negotiations.

**Nashville International Airport, Rental
Car Facility, Nashville, TN**

Served as Officer for consolidated rental car facility feasibility study.

**Charlotte Douglas International
Airport, 2016 Airline Agreement
Negotiations, Charlotte, NC**

Project manager for airline rates & charges modeling. Capital improvement program analysis.

**Mineta San Jose International Airport,
Financial Consulting Services, San
Jose, CA**

Officer for airline lease negotiations. Bond feasibility study. Airline rates & charges modeling. Capital improvement program analysis. Other financial consulting services.

**Oakland International Airport,
Financial Consulting Services,
Oakland, CA**

Officer for bond feasibility studies.

Business & Finance

- Boston Logan International Airport
- Burlington International Airport
- Charleston International Airport
- Charlotte Douglas International Airport
- Chicago Midway International Airport
- Chicago O'Hare International Airport
- Dayton International Airport
- Dulles International Airport
- Ithaca Tompkins County Regional Airport
- Kansas City International Airport
- Los Angeles International Airport
- Mineta San Jose International Airport
- Myrtle Beach International Airport
- Nashville International Airport
- Northwest Arkansas Regional Airport
- Oakland International Airport
- San Diego International Airport
- Southwest Florida International Airport, Fort Myers, FL
- Syracuse Hancock International Airport
- Worcester Regional Airport

Steve Wareham, A.A.E.

Associate Vice President



Overview

Steve has over 30 years of industry experience in large facility operations and maintenance. He previously served as the Director of MSP Operations at the Minneapolis-St. Paul International Airport (MSP). Preceding that assignment, he oversaw the Airport's Facilities Department.

Steve has focused on assisting clients with "Owners Rep" / Airline Technical Services, CMMS implementation, terminal planning, strategic planning, logistics planning, client representation, special accessibility projects, competitive business assessments, common use equipment studies, airport staffing and reorganizational planning and airport facility assessments.

Steve co-authored ACRP Report 10-11: Creating Collaborative Environments between Airport Operations and Maintenance Departments.

Steve has spoken on topics such as airport non-airline revenue development, logistics planning, airport environmental initiatives, airport accessibility, leadership, customer service and the impact of aging travelers at conferences including AAAE Great Lakes, AAAE Annuals, Passenger Terminal Expos and other international aviation conferences in the United States, Europe, Asia and the Mideast.

Experience

Cincinnati/Northern Kentucky International Airport (CVG), Strategic Planning, Hebron, KY

Conducted pre-FAA disability audit inspection and conducted a study on the use of common use airline equipment.

General Mitchell International Airport (MKE), Facility Planning, Milwaukee, WI

Assisted in study of facility needs and identification of new International Arrivals Facility options.

Minneapolis/St. Paul International Airport (MSP), Strategic Planning/Client Representation, St. Paul, MN

Assisted concessionaire and advertising vendors in building effective MAC business relationships. Assisted in conceptual design study for off-site logistics center.

Philadelphia International Airport (PHL), Airport Operations and Maintenance, Philadelphia, PA

CMMS / EAM Implementation, Facility Management contract oversight and planning, Custodial service improvements and planning.

Seattle-Tacoma International Airport (SEA), Airline Technical Representative, Seattle, WA

Serves as stakeholder airlines representative in the progressive design build project to build a new International Arrivals Facility at SEA. Developing a new program to enhance ground service and ramp safety standards.

Waterloo Regional Airport (ALO), Airport Operations and Maintenance / Strategic Planning, Waterloo, IA

Provided contract management of airport and conducted strategic planning exercise with Airport Board.

Education

Master of Arts,
Organizational Leadership,
Bethel University, 2007

Bachelor of Arts,
History & Social Work,
Bethel University, 1976

Professional Affiliations

American Association of Airport Executives

Accredited Airport Executive

Corporate Member

Minnesota Council of Airports

Member

Airport Foundation – Minneapolis/St. Paul International Airport

Board Member

Year Started in Industry

1998

Year Started at L&B

August 2018

Steve Wareham, A.A.E.

Associate Vice President



Business & Finance

- Addison Airport
- Cincinnati / Northern Kentucky International Airport
- Corpus Christi International Airport
- General Mitchell International Airport
- Minneapolis-St. Paul International Airport
- Minot International Airport
- Philadelphia International Airport
- Phoenix Sky Harbor International Airport
- Pittsburgh International Airport
- Quad City International Airport
- Rick Husband Amarillo International Airport
- Rochester International Airport
- Seattle-Tacoma International Airport
- Southwest Florida International Airport
- Springfield-Branson National Airport
- Waterloo Regional Airport

Lawrence (L.J.) Marciano

Senior Managing Consultant



Education

Master of Business Administration, Marketing, William E. Simon Graduate School of Business Administration, University of Rochester, Rochester, NY, 1997

Bachelor of Arts, Political Science, University of Rochester, Rochester, NY, 1991

Year Started in Industry

1997

Year Started at L&B

2019

Overview

L.J. is a highly accomplished, take-charge senior leader with broad and diverse experience in business administration, supply chain management and operations. He has key experience managing multi-million dollar budgets, financial reporting, identifying and resolving operational challenges, strategic sourcing, cost reduction, driving efficiencies and increased revenues.

L.J. effectively collaborates with internal/external partners, teams, and senior management. He has strong financial/budget management skills with expertise in facilities oversight and operational management. He is vastly experienced in managing multiple projects through the coordination of people and resources. He monitors and evaluates project progress and results, determines improvements and implements appropriate measures to achieve company goals.

Experience

Sun Country Airlines Properties, Facilities and Airport Affairs, Eagan, MN (2018)

L.J. was responsible for commercial relationship between Sun Country Airlines and 45 airports throughout the United States, Mexico, and Caribbean, including negotiating contractual agreements, mitigating airport costs, and reducing operational impact.

Global Aviation Services, LLC, Supply Chain Management and Operations Support, Eagan, MN (2015-2018)

L.J. directed all Supply Chain Management, Corporate Real Estate and Operations Support Functions. He created administrative infrastructure including policies and procedures, operations protocol, contracts administration, negotiations and business processes.

Delta Air Lines, Strategic Sourcing, Supply Chain Management | Warranty, Insurance & Outside Repair Sourcing, Eagan, MN (2008-2014)

L.J. managed all supply chain activities for IT for Airport Customer Service, IT Field Operations, ecommerce and Supply Chain Management Departments. He managed the relationship between Delta and airline specific B2B companies. He uncovered opportunities to realize savings by leveraging competition, negotiating new contractual terms and presenting alternative solutions across internal business units.

L.J. also managed Warranty and Insurance teams responsible for identifying and negotiating savings and cost avoidance opportunities valued at \$50-\$60M annually. In addition, he led the Outside Repair Sourcing team that was responsible for supporting aircraft maintenance/technical operations' performance by managing the repair cycle process, holding suppliers accountable to contract terms, and sourcing non-contractual repairs.

Northwest Airlines, Airport Affairs/Corporate Real Estate and Revenue Management Support, Eagan, MN (1997-2008)

L.J. negotiated and managed airport leases and contracts for a 50-location portfolio of airports in the western United States, Alaska, Hawaii and Canada. He managed the analyst team responsible for group product's pricing, inventory, distribution and growth strategies with revenues in excess of \$275M.

Lawrence (L.J.) Marciano

Senior Managing Consultant



Business & Finance

- Delta Air Lines
- Northwest Airlines, Inc.
- Sun Country Airlines



Education

Master of Arts, Applied Economics, University of Cincinnati, 2007

Bachelor of Science, Business Economics, Auburn University

Year Started in Industry

2008

Year Started at L&B

2019

Overview

Matt has over 11 years of experience in business and financial consulting, including the preparation of revenue bond financial feasibility studies, airport capital improvement and infrastructure implementation, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and passenger facility charge and rental car customer facility charge strategies.

Matt has provided financial, business and other consulting services, including the following:

- Airline Rates and Charges Analyses
- Airport Capital Program Feasibility Analyses
- Airline Use and Lease Agreement Negotiations
- Financial Feasibility Analyses to Support Airport Revenue Bond Issuances
- FAA Letter-Of-Intent Support for AIP Grant Funding
- CFC Revenue Planning and TIFIA Loan Processes
- Airport Privatization Analyses
- Airport Car Parking Revenue Analyses

Over his career, Matt has provided financial feasibility analyses in support of over \$18 billion in airport revenue bond issuances, including developing alternative financing strategies and assessing the financial feasibility and impacts of an airport's capital program on airline rates and charges, airport cash flow, and bond rate covenants. He has assisted in the implementation of major capital improvement and infrastructure programs at a variety of small, medium, and large-hub airports during his career.

Matt has assisted in the successful renegotiation of new use and lease agreements including evaluating and modeling alternative compensatory, residual, and revenue sharing rate setting methodologies. His experience involves developing creative approaches

to establishing terminal rents and fees associated with preferential, joint, and common use facilities.

Matt has spoken on a variety of topics related to airline rates and charges and has assisted in organizing rates and charges workshops on behalf of AAEE.

Experience

Hillsborough County Aviation Authority, On-Call Financial Planning Services, Tampa, FL

Project included on-call financial planning services for the Hillsborough County Aviation Authority, along with multiple airport revenue bond feasibility studies, financial modeling to evaluate airline rate-setting methodologies, benchmarking studies, and Passenger Facility Charge applications.

City of Chicago, On-Call Financial Planning Services, Chicago, IL

Project included on-call financial planning services for the City of Chicago, along with multiple airport revenue bond feasibility studies, financial modeling for airline rate impact analyses, Passenger Facility Charge applications and revenue capacity studies for both O'Hare and Midway, and Customer Facility Charge revenue analyses and coordination of TIFIA loan to fund the Multimodal Facility at O'Hare.

Lee County Port Authority, On-Call Financial Planning Services, Fort Myers, FL

Project included on-call financial planning services for the Lee County Port Authority, financial modeling to evaluate the airport capital program, benchmarking studies, car parking revenue and pricing analyses, and Passenger Facility Charge application.

Matthew Ruffra

Senior Managing Consultant



Business & Financial

- Charleston International Airport, SC
- Chicago Midway International Airport, IL
- Chicago O'Hare International Airport, IL
- Fort Lauderdale Executive Airport, FL
- Fort Lauderdale-Hollywood International Airport, FL
- Raleigh-Durham International Airport, NC
- Southwest Florida International Airport, Ft. Myers, FL
- Tampa International Airport, FL



Education

Bachelor of Science,
Aviation Management,
Auburn University, 1983

Year Started in Industry

1984

Year Started at L&B

2018

Overview

Kevin has over 21 years of Airport Properties experience. He negotiated hundreds of space lease agreements with airports and third party developers. Kevin also negotiated more than 75 Airport Use and Lease Agreements at airports across the country. Kevin was responsible for helping UPS open its new airline operations and facilities in Anchorage, Billings, Fort Wayne, Pensacola, Tampa, Fargo and Lafayette.

Experience

Ted Stevens Anchorage International Airport (ANC), Use and Lease Negotiations, Anchorage, AK

Served as co-chair, with Alaska Airlines, for the Airline/Airport Affairs Committee. Attended and presided over quarterly meeting for more than 10 years. Kevin helped to negotiate two Airline Use and Lease Agreements with the State of Alaska. The agreements began a transition from an airport wide airfield residual agreement, to a terminal and airfield residual. The transition helped the cargo airlines save millions of dollars annually by keeping terminal costs out of the airfield.

Ted Stevens Anchorage International Airport (ANC), UPS Flight Training Center Search, Anchorage, AK

Kevin searched for and found a location for the first Flight Training Center for UPS, outside of Louisville, KY. The 20-year agreement enabled UPS to start MD-11 and B-747 simulator training in the facility. Opening of the facility saved UPS over \$40 million dollars in travel expenses for pilots.

Tampa International Airport (TPA), UPS Operations Gateway Relocation, Tampa, FL

Kevin initiated UPS move from St. Petersburg airport to the Tampa Airport. He negotiated lease agreements and secured incentives for new service and worked with airport staff to look for a more permanent building location for the future. Relocation allowed UPS to upsize aircraft and increase total number flights on a daily basis. The move also reduced significant trailer movement costs.

Fort Wayne International Airport (FWA), UPS Operations on Airport Relocation, Fort Wayne, IN

Kevin worked with Senior Airport staff to relocate UPS operations from a small 6,000 sf facility to a 30,000 sf facility, which had been part of the Kitty Hawk operation. The move allowed UPS to open up more service territory from the newly expanded operation.

Juan Santamaria International Airport (SJO), Air Cargo Study, San Jose, Costa Rica

Kevin interviewed all cargo tenants and also collected all of the facility information regarding the buildings, aprons, GSE storage, and all associate roadways and parking areas. He determined the tonnage throughput of the facilities, which helped to determine the gaps that existing in building the GSE storage square footage.

Business & Finance

- Baltimore/Washington International Thurgood Marshall Airport, Baltimore, MD
- Billings Logan International Airport, Billings, MT
- Birmingham-Shuttlesworth International Airport, Birmingham, AL
- Boise International Airport, Boise, ID
- Capital Region International Airport, Lansing, MI
- Chicago O'Hare International Airport, Chicago, IL
- Chicago Rockford International Airport, Rockford, IL
- Cleveland Hopkins International Airport, Cleveland, OH
- Des Moines International Airport, Des Moines, IA
- Detroit Metropolitan Wayne County Airport, Detroit, MI
- The Eastern Iowa Airport, Cedar Rapids, IA
- Eppley Airfield, Omaha, NE
- Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL
- Fort Wayne International Airport, Fort Wayne, IN
- Fresno Yosemite International Airport, Fresno, CA
- General Mitchell International Airport, Milwaukee, WI
- General Wayne A. Downing Peoria International Airport, Peoria, IL
- Hector International Airport, Fargo, ND
- Huntsville International Airport, Huntsville, AL
- Jackson-Medgar Wiley Evers International Airport, Jackson, MS
- Jacksonville International Airport, Jacksonville, FL
- Juan Santamaria International Airport, San Jose, Costa Rica
- Kansas City International Airport, Kansas City, MO
- King County International Airport / Boeing Field, Seattle, WA
- Lafayette Regional Airport, Lafayette, LA
- Louis Armstrong New Orleans International Airport, New Orleans, LA
- McCarran International Airport, Las Vegas, NV
- McGhee Tyson Airport, Alcoa, TN
- Memphis International Airport, Memphis, TN
- Minneapolis-Saint Paul International Airport, Minneapolis, MN
- Mobile Downtown Airport, Mobile, AL
- Norfolk International Airport, Norfolk, VA
- Norman Y. Mineta San Jose International Airport, San Jose, CA
- Oakland International Airport, Oakland, CA
- Orlando International Airport, Orlando, FL
- Palm Beach International Airport, Palm Beach, FL
- Pensacola International Airport, Pensacola, FL
- Portland International Airport, Portland, OR
- Reno-Tahoe International Airport, Reno, NV
- Richmond International Airport, Richmond, VA
- Rickenbacker International Airport, Columbus, OH
- Roanoke-Blacksburg Regional Airport, Roanoke, VA
- Sacramento International Airport, Sacramento, CA
- Sacramento Mather Airport, Mather, CA
- Salt Lake City International Airport, Salt Lake City, UT
- Shreveport Regional Airport, Shreveport, LA
- Sioux Falls Regional Airport, Sioux Falls, SD
- South Bend International Airport, South Bend, IN
- Southwest Florida International Airport, Fort Myers, FL
- Spokane International Airport, Spokane, WA
- Springfield-Branson National Airport, Springfield, MO
- St. Louis Lambert International Airport, St. Louis, MO
- St. Pete-Clearwater International Airport, Clearwater, FL
- Tampa International Airport, Tampa, FL
- Ted Stevens Anchorage International Airport, Anchorage, AK
- Washington Dulles International Airport, Dulles, VA
- Wichita Dwight D. Eisenhower National Airport, Wichita, KS

CANADA:

- Calgary International Airport, Calgary, Alberta, Canada
- John C. Munro Hamilton International Airport, Hamilton, Ontario, Canada
- Toronto Pearson International Airport, Toronto, Ontario, Canada
- Vancouver International Airport, Richmond, British Columbia, Canada
- Winnipeg James Armstrong Richardson International Airport, Winnipeg, Manitoba, Canada



Year Started in Industry

1983

Year Started at L&B

2018

Overview

Lori has 36 years of experience in expense and revenue analysis, rates and charges model development, parking revenue analysis, and budgeting / forecasting.

Prior to joining L&B and Trillion, Lori spent over 30 years at Northwest Airlines and Delta Air Lines, primarily in Airport Affairs, performing budget development, variance analysis and monthly financial reporting for the airport rates and charges requirements, as well as managing cash flow control for multiple facilities projects.

Lori has developed numerous comprehensive financial models based on the specific cost recovery needs of the airport client. Expense, revenue, debt service, and expense and revenue allocation data is used to create rates and charges, along with analytical tools regarding the application of non-airline revenue to assist airports in their understanding of these financial alternatives. Additionally, Lori has also developed a parking revenue model that provides sensitivity analysis for various parking rate/revenue options.

Experience

Minot International Airport, Capital Program Analysis, Minot, ND

Directed the 20-year Master Plan financial program using expense, revenue, capital funding sources and uses plan, PFC, CFC, and non-airline revenue projections to determine financial feasibility for funding the Master Plan CIP.

Corpus Christi International Airport, Rates & Charges Model, Corpus Christi, TX

Refined the cost-recovery methodology for an airline rates and charges model. Developed alternatives for different growth scenarios based on variables in the model.

Williston Basin International Airport, Rates & Charges Model, Williston, ND

Built a budgeting template for a new airport and created a baseline cost recovery rates and charges model to establish rates for the new airport. Including benchmarking of non-airline revenue sources with other comparable size airports.

Duluth International Airport, Rental Car Analysis, Duluth, MN

Revised the airports current budgeting template and incorporated it into a new cost-recovery based airline rates and charges model. Additionally, developed an analysis of paid parking history to create a new parking rate structure maximizing revenue with little change in daily parking rates.

Grand Forks International Airport, Rates & Charges Model, Grand Forks, ND

Developed methodology for an airline rates and charges cost recovery business model. Created and assisted in presenting financial alternatives to client. Established a three-year forecast in addition to an annual budgeting tool to be used for future planning purposes.

Lori Pfeiger

Senior Consultant



Business & Finance

- Corpus Christi International Airport
- Dallas/Ft. Worth International Airport
- Duluth International Airport
- Grand Forks International Airport
- Minot International Airport
- Okaloosa County Airports
- Rick Husband International Airport
- Roanoke-Blacksburg Regional Airport
- Springfield-Branson National Airport
- Williston Basin International Airport
- Daniel K. Inouye International Airport, Honolulu, HI

Brian R. Poe

Senior Consultant



Education

Master of Business Administration, Finance, University of Cincinnati, OH, 2007

Bachelor of Science, Chemical Engineering, Brigham Young University, Provo, UT, 1996

Year Started in Industry

2008

Year Started at L&B

March 2008

Overview

Brian has 11 years of airport forecasting and financial airport planning experience and is a Senior Consultant in L&B's Business and Finance Group. He spent ten years in engineering, planning and operations management before earning his MBA and beginning a consulting career. His responsibilities at L&B involve forecasting, benefit-cost analysis, cargo facility planning, financial feasibility studies, terminal planning, passenger survey planning, land use planning, flight schedule development, gating analysis and rates and charges analysis. Brian has developed aviation activity forecasts and models to support financial and master planning efforts for major capital development programs, demand capacity and delay studies, and environmental studies.

Brian's current projects involve forecasting efforts in South America, China and the U.S. He has previously worked on and completed two TRB/ACRP projects with L&B on spreadsheet modeling in Terminal Planning and Airfield Capacity Planning. The published reports are ACRP Report 25, Volume 2 (2010), and ACRP Report 79 (2012).

Experience

New International Airport of Mexico, Aviation Demand Forecast, Mexico City, Mexico

Brian served as the lead forecaster for development of the aviation demand forecast as part of the Master Plan Update for the new Greenfield Airport to be completed in 2020. Leading the forecast effort included preparing detailed annual and derivative forecasts, flight schedules, gating analysis and supporting the development of facility requirements for the Master Plan.

Shanghai Airport Authority, Regional Aviation Demand Forecast Study, Shanghai, China

Brian served as the lead forecaster for development of the aviation demand forecast for the Shanghai aviation region, which included the Hongqiao International and Pudong International airports. His efforts included the traffic forecasts for passengers, operations and cargo as well as a business aviation forecast. In addition, he supported a comprehensive benchmarking study comparing Shanghai to other large aviation regions (New York, London, Paris and Tokyo).

Fort Lauderdale-Hollywood International Airport, Air Passenger Survey, Fort Lauderdale, FL

Brian served as the project manager for the air passenger survey efforts and oversaw the technical analysis of the study. He managed all the efforts from planning and implementation to data collection and analysis.

Indianapolis International Airport, Land Use and Commercial Development Planning, Indianapolis, IN

Brian served as the lead technical and financial analyst for the planning efforts in the development of the Land Use Plan providing financial feasibility and economic impact models.

Abu Dhabi Airports Company, Aviation Demand Forecasts, UAE

Brian served as the lead forecaster for development of the aviation demand forecasts for the three smaller airports supporting Abu Dhabi International Airport (Al Bateen, Sir Bani Yas and Delma).

Brian R. Poe

Senior Consultant



Business & Finance

- Abu Dhabi Airports Company, UAE
- Amman-Marka Airport, Jordan
- New Bali International Airport, Indonesia
- Bengaluru International Airport, Bangalore, India
- Bogota International Airport, Colombia
- Charlotte Douglas International Airport, NC
- Chicago O'Hare International Airport, IL
- Cleveland Hopkins International Airport, OH
- Delhi International Airport, India
- Fort Lauderdale-Hollywood International Airport, FL
- Guangzhou Baiyun International Airport, China
- Hangzhou International Airport, China
- Kansas City International Airport, MO
- King Abdulaziz International Airport, Jeddah, Saudi Arabia
- Mariscal Sucre International Airport, Quito, Ecuador
- Medellin Olaya Herrera Airport, Colombia
- New International Airport of Mexico City, Mexico
- Oakland International Airport, CA
- Port Authority of New York and New Jersey, NY
- San Diego International Airport, CA
- San Francisco International Airport, CA
- Sanya International Airport, China
- Shanghai Airport Authority (Regional Forecasts), China
- Shanghai-Pudong International Airport, China
- Tri-Cities Regional Airport, TN
- Tucson International Airport, AZ
- Xi'an International Airport, China
- Yogyakarta International Airport, Indonesia

Commercial Development

- New Bali International Airport, Indonesia
- Charlotte Douglas International Airport, NC
- Chicago O'Hare International Airport, IL
- Indianapolis International Airport, IN
- Kansas City International Airport, MO
- John F. Kennedy International Airport, NY
- Los Angeles International Airport, CA
- Long Island MacArthur Airport, NY
- Yogyakarta International Airport, Indonesia

Terminal Planning & Design

- Cleveland-Hopkins International Airport, OH
- Ft. Lauderdale International Airport, FL
- New International Airport of Mexico City, Mexico
- Port Authority of New York and New Jersey (JFK, LGA, EWR and SWF), NY

David P. Billiter

Senior Consultant



Education

Bachelor of Science,
Mathematics Major,
Statistics Minor, Morehead
State University, Morehead,
KY, 2005

Year Started in Industry

2007

Year Started at L&B

2007

Overview

David is a Senior Consultant in the Business & Finance service line. David previously was a member of the Environmental service line from 2007 through 2011.

David's primary focus is developing aviation activity forecasts.

These forecasts are used as part of the master planning process to determine future facility requirements, supporting financial studies, and for analyzing potential future environmental impacts. David has developed such forecasts for a variety of facilities ranging from some of the largest airports in the world to general aviation airports.

David is experienced in developing spreadsheet-based models in Excel which are used for bond feasibility studies and cost-benefit analysis. Additionally, David has assisted in the design, planning, implementation of passenger surveys.

David is knowledgeable in data visualization, including the ability to develop visually appealing and interactive dashboards in Tableau.

Experience

Portland International Airport (PDX), Report of Airport Consultant for Series 25 & 2019 CFC Bonds, Portland, OR

Served as analyst. Tasks included an analysis of current air service and the development of an aviation activity forecast.

Phoenix Sky Harbor International Airport (PHX), Air Service On-Call, Phoenix, AZ

Served as lead analyst for the development of the Annual Air Service Plan. Additional tasks included analyzing market potential for various international airlines.

Cincinnati/Northern Kentucky International Airport (CVG), Master Plan Update Study, Hebron, KY

Served as the lead forecaster for the development of the aviation demand forecast. Tasks included developing the models used for the aviation activity forecast, writing the accompanying documentation, and developing design day flight schedules.

Juan Santamaría International Airport (SJO), Master Plan Revision, San José, Costa Rica

Served as forecaster that aided in the development of the models used in the aviation activity forecast that supported the need for additional facilities.

Tucson International Airport (TUS), Environmental Impact Statement (EIS), Tucson, AZ

Served as the lead forecaster to create the necessary information required to assess potential impacts to the environment under the proposed action. This included an annual activity forecast, fleet mix forecast, and design day flight schedules.

Business & Finance

- Adisucipto International Airport, Yogyakarta, Indonesia
- Atlantic City International Airport, Atlantic City, NJ
- Austin-Bergstrom International Airport, Austin, TX
- Baltimore-Washington International Thurgood Marshall Airport, Baltimore, MD
- Bengaluru International Airport, Bangalore, India
- Caltrans, CA
- Charlotte Douglas International Airport, Charlotte, NC
- Chaudhary Charan Singh International Airport, Lucknow, India
- Chicago O'Hare International Airport, Chicago, IL
- Cincinnati/Northern Kentucky International Airport, Hebron, KY
- Cleveland Hopkins International Airport, Cleveland, OH
- Denver International Airport, Denver, CA
- Dubai International Airport, Dubai, United Arab Emirates
- Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL
- Gness Field Airport, Novato, CA
- Indianapolis International Airport, Indianapolis, IN
- Indira Gandhi International Airport, New Delhi, India
- John F. Kennedy International Airport, New York, NY
- John Glenn Columbus International Airport, Columbus, OH
- Juan Santamaría International Airport, San José, Costa Rica
- Kansas City International Airport, Kansas City, MO
- Khabarovsk Novy Airport, Khabarovsk Krai, Russia
- King Abdulaziz International Airport, Jeddah, Saudi Arabia
- King Shaka International Airport, Durban, South Africa

- LaGuardia Airport, New York, NY
- Long Island MacArthur Airport, Islip, NY
- Martin State Airport, Baltimore, MD
- Melbourne Airport, Melbourne, Australia
- New International Airport of Mexico City, Mexico
- Netaji Subhas Chandra Bose International Airport, Kolkata, India
- Norman Y. Mineta San José International Airport, San Jose, CA
- O.R. Tambo International Airport, Johannesburg, South Africa
- Oakland International Airport, Oakland, CA
- Pahrump Valley Airport, Pahrump, NV
- Phoenix Sky Harbor International Airport, Phoenix, AZ
- Portland International Airport, Portland, OR
- Salt Lake City International Airport, Salt Lake City, UT
- San Francisco International Airport, San Francisco, CA
- Shanghai Regional Forecast, Shanghai, China
- Tucson International Airport, Tucson, AZ

Environmental

- Baltimore-Washington International Thurgood Marshall Airport, Baltimore, MD
- Charlotte Douglas International Airport, Charlotte, NC
- Cheyenne Regional Airport, Cheyenne, WY
- Cincinnati/Northern Kentucky International Airport, Hebron, KY
- Cleveland Burke Lakefront Airport, Cleveland, OH
- Denver International Airport, Denver, CA
- Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL
- Harrisburg International Airport, Harrisburg, PA
- Indianapolis Executive Airport, Indianapolis, IN
- Indianapolis International Airport, Indianapolis, IN
- John F. Kennedy International Airport, New York, NY
- John Glenn Columbus International Airport, Columbus, OH
- Juan Santamaría International Airport, San José, Costa Rica
- Kansas City International Airport, Kansas City, MO
- Lea County Regional Airport, Hobbs, NM
- Manhattan Regional Airport, Manhattan, KS
- Newark Liberty International Airport, Newark, NJ
- Salt Lake City International Airport, Salt Lake City, UT
- San Diego International Airport, San Diego, CA



Forms

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2019 - 2020

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100765498
EXPIRES SEPTEMBER 30, 2020

BUSINESS NAME LANDRUM & BROWN, INCORPORATED

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 4445 LAKE FOREST DRIVE SUITE 700
BLUE ASH, OH 45242

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

LANDRUM & BROWN, INCORPORATED
4445 LAKE FOREST DRIVE SUITE 700
BLUE ASH, OH 45242

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

| | |
|-----------------|-------|
| SUPPLEMENTAL | |
| RENEWAL | |
| NEW BUSINESS | |
| TRANSFER | 0.00 |
| ORIGINAL TAX | 35.00 |
| | 0.00 |
| AMOUNT | |
| PENALTY | 0.00 |
| COLLECTION COST | 0.00 |
| TOTAL | 35.00 |

Paid 0-19011398 35.00 08/19/2019

X

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

| Office | Location | M | T | W | T | F |
|----------------|--|--------|--------|--------|--------|--------|
| Crestview | The Brackin Building 302 N Wilson Ste 101 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 |
| Shalimar | 1250 N Eglin Pkwy Suite 101 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 |
| Eglin AFB | 310 Van Matre Ave Bldg 210 | 8-4:30 | 8-4:30 | 8-4:30 | 8-4:30 | 8-4:30 |
| Hurlburt Field | 120 Simpson Ave, Rm 111 | 8-4:30 | 8-4:30 | 8-4:30 | 8-4:30 | 8-4:30 |
| Niceville | 701 E John Sims Pkwy | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 |
| Destin | 4012 Commons Dr W Unit 122 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 | 8:30-5 |

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.



BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)



State of Florida

Department of State

I certify from the records of this office that LANDRUM & BROWN, INCORPORATED is an Ohio corporation authorized to transact business in the State of Florida, qualified on August 20, 1984.

The document number of this corporation is P03090.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 30, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of August, 2019*



Ronald R. Brown
Secretary of State

Tracking Number: 0740962821CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
AVIATION BUSINESS & FINANCE CONSULTING SERVICES FOR
OKALOOSA COUNTY AIRPORTS

RFQ NUMBER:
RFQ AP 69-19

ISSUE DATE: July 15, 2019 at 8:00 A.M. CST

LAST DAY FOR QUESTIONS: July 31, 2019 at 3:00 P.M. CST

RFQ OPENING DATE & TIME: August 23, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Landrum & Brown, Incorporated

MAILING ADDRESS

4445 Lake Forest Drive, Suite 700

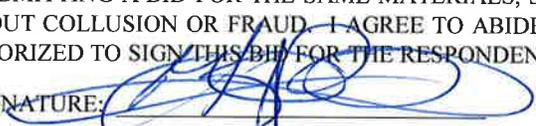
CITY, STATE, ZIP Cincinnati, Ohio 45242

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 31-1095645

TELEPHONE NUMBER: 1-513-530-5333 EXT: 1235 FAX: 513-530-1278

EMAIL: mperryman@landrum-brown.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: 

PRINTED NAME: Mark A. Perryman

TITLE: President & Chief Executive Officer

DATE: August 6, 2019

DRUG-FREE WORKPLACE CERTIFICATION

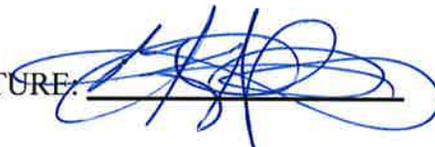
THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: August 6, 2019

SIGNATURE: _____



COMPANY: ADDRESS: 4445 Lake Forest Drive

NAME: Mark A. Perryman

Suite 700

TITLE: President & Chief Executive Officer

Cincinnati, OH 45242

E-MAIL: mperryman@landrum-brown.com

PHONE NO.: 513-530-5333

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO X

NAME(S)

POSITION(S)

FIRM NAME: Landrum & Brown, Incorporated

BY (PRINTED): Mark A. Perryman

BY (SIGNATURE): 

TITLE: President & Chief Executive Officer

ADDRESS: 4445 Lake Forest Drive, Suite 700

Cincinnati, Ohio 45242

PHONE NO. 513-530-5333

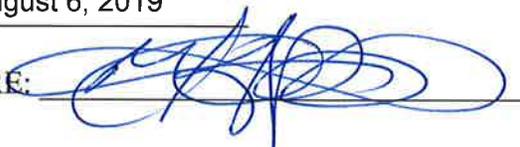
E-MAIL mperryman@landrum-brown.com

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent while the respondent is on the Active Contractors List , and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: August 6, 2019

SIGNATURE: 

COMPANY: Landrum & Brown, Incorporated

NAME: Mark A. Perryman

ADDRESS: 4445 Lake Forest Drive, Suite 700, Cincinnati, OH 45242

TITLE: President & Chief Executive Officer

E-MAIL: mperryman@landrum-brown.com

PHONE NO.: 513-530-5333

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to place respondents on the Active Contractors List or award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  _____ presenting Landrum & Brown, Incorporated
Signature Company Name

On this 6 day of August 2019 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR 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 intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Landrum & Brown, Incorporated

Proposer's Company Name

4445 Lake Forest Dr. Suite 700, Cincinnati, OH 45242

Physical Address

4445 Lake Forest Dr. Suite 700, Cincinnati, OH 45242

Mailing Address

513-530-5333 ext. 1235

Phone Number

513-560-9294

Cellular Number

August 6, 2019

Date



Authorized Signature – Manual

Mark A. Perryman

Authorized Signature – Typed

President & Chief Executive Officer

Title

513-530-1278

FAX Number

513-530-5333

After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT

RFP AP 69-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

N/A

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

COMPANY DATA

Respondent's Company Name:

Landrum & Brown, Incorporated

Physical Address & Phone #:

4445 Lake Forest Drive, Suite 700

Cincinnati, Ohio 45242

513-530-5333

Contact Person (Typed-Printed):

Mark A. Perryman

Phone #:

513-530-5333 ext. 1235

Cell #:

513-560-9294

Federal ID or SS #:

31-1095645

DUNNS/SAM #:

007816457

Respondent's License #:

N/A

Additional License – Trade and Number

N/A

Fax #:

513-530-1278

Emergency #'s After Hours,
Weekends & Holidays:

513-560-9294

DBE/Minority Number:

N/A

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

| | |
|-----------------|--|
| Entity Name: | <u>Landrum & Brown, Incorporated</u> |
| Entity Address: | <u>4445 Lake Forest Drive, Suite 700, Cincinnati, OH 45242</u> |
| Duns Number: | <u>007816457</u> |
| CAGE Code: | <u>06KM2</u> |

LIST OF REFERENCES

1. Owner's Name and Address: Duluth Airport Authority
4701 Grinden Drive, Duluth, MN 55811
Contact Person: Tom Werner, C.M. Telephone # (218) 625-7766
Email: twerner@duluthairport.com

2. Owner's Name and Address: City of Springfield, Springfield Airport Board
2300 N Airport Blvd. Springfield, MO 65802
Contact Person: Brian Weiler Telephone # (417) 868-0500
Email: bweiler@flyspringfield.com

3. Owner's Name and Address: Destin-Ft. Walton Beach Airport
1701 FL-85 Eglin AFB, FL 32542
Contact Person: Mr. Tracy Stage, AAE Telephone # (850) 651-7160
Email: tstage@co.okaloosa.fl.us

4. Owner's Name and Address: City of Williston
22 E Broadway, Williston, ND 58801
Contact Person: Anthony Dudas Telephone # (701) 774- 8594
Email: anthonyd@ci.williston.nd.us

5. Owner's Name and Address: The City of Corpus Christi, Corpus Christi International Airport
1000 International Drive, Corpus Christi, TX 78406
Contract Person: Fred Segundo Telephone # (361) 289-0171
Email: FredS@cctexas.com

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Mark A. Perryman,
President & Chief Executive Officer

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

August 6, 2019 Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Okaloosa County Board of Commissioners

2. This sworn statement is submitted by Landrum & Brown, Incorporated

Whose business address is: 4445 Lake Forest Drive, Suite 700, Cincinnati, OH 45242

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 31-1095645

3. My name is Mark A. Perryman and my relationship to the entity named above is President and Chief Executive Officer

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

 The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: August 6, 2019

Signature: _____



STATE OF: Ohio

COUNTY OF: Hamilton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of August, in the year 2019.

My commission expires:

10-12-2021

Suzanne M. Roeder
Notary Public
Suzanne M. Roeder

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID



Suzanne M Roeder
Notary Public - Ohio
Commission Expires
10-12-2021

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Mark A. Perryman, President & Chief Executive Officer

Printed Name and Title of Authorized Representative



Signature

August 6, 2019

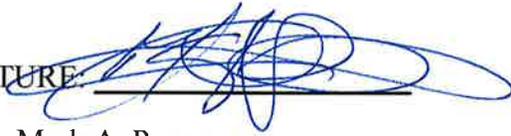
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Landrum & Brown, Incorporated, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: August 6, 2019

SIGNATURE: 

COMPANY: Landrum & Brown, Incorporated

NAME: Mark A. Perryman
(Typed or Printed)

ADDRESS: 4445 Lake Forest Drive
Suite 700
Cincinnati, OH 45242

TITLE: President & Chief Executive Officer

E-MAIL: mperryman@landrum-brown.com

PHONE NO.: 513-530-5333



Landrum & Brown, Incorporated

Proposal Contact:

John DeCoster
Project Manager
+1 763 218 4356
jdecoster@landrum-brown.com

EXHIBIT "B"

Billing Rates - September 2019 - to VPS Landrum & Brown, Inc.

| Title | VPS Billing Rates 2019* |
|-------------------------|-------------------------|
| Officer | \$270 |
| Associate VP | \$260 |
| Sr. Managing Consultant | \$250 |
| Managing Consultant | \$225 |
| Senior Consultant | \$200 |
| Consultant | \$180 |
| Analyst | \$140 |
| Project Administrator | \$95 |
| Corporate Support | \$95 |

*Rates are subject to annual adjustment