

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/19/2015
Contract/Lease Control #: L15-0420-AP
Bid #:
Contract/Lease Type: LEASE
Award To/Lessee: USAF
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 12/20/2013
Term: 12/19/2038
Description of Contract/Lease: ARFF - USAF-AFMC-FTFA-14-1-0030
Department: AP
Department Monitor: HARMAN
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US
Closed: _____

cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: _____ Tracking Number: 3233-19

Procurement/Contractor/Lessee Name: USAF ARAF Grant Funded: YES ___ NO X

Purpose: Supersedes previous operating agreement

Date/Term: current w/ LIS-040-AP

Amount: _____

Department: airports

Dept. Monitor Name: Stacy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason

Date: 1-4-19

Purchasing Manager or designee: Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO Federal

Grant Name: _____

Date: _____

Grants Coordinator: Danielle Garcia

Risk Management Review

Approved as written: see email

Date: 1/18/19

Risk Manager or designee: Laura Porter or Krystal King

County Attorney Review

Approved as written: see email

Date: 1/18/19

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: _____

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 18, 2019 9:08 AM
To: Dave Miner
Cc: Victoria Taravella
Subject: RE: ARFF Operating Agreement for Coordination

This is approved.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, January 17, 2019 1:04 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Victoria Taravella <vtaravella@myokaloosa.com>
Subject: ARFF Operating Agreement for Coordination

Revision made.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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CONTRACT#: L15-0420-AP
USAF
ARFF-USAF-AFMC-FTFA-14-2-0030
EXPIRES: 12/19/2038

OPERATING AGREEMENT

For

AIRCRAFT RESCUE AND FIREFIGHTING FACILITY
LEASE AGREEMENT USAF-AFMC-FTFA-14-2-0030

On

EGLIN AIR FORCE BASE, FL

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This Operating Agreement supersedes the Agreement signed by Okaloosa County on 17 December 2013 and Eglin Air Force Base on 13 February 2014 and is effective as of the date of signature by the Parties. It is an agreement between Okaloosa County, Florida ("Lessee") a political subdivision created under the laws of the State of Florida and the Department of the Air Force ("Government"). The Government and the Lessee may be referred to jointly as the "Parties" and each separately as a "Party". Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease (as defined below).

1.0 PURPOSE

This Agreement implements the terms and conditions of Lease USAF-AFMC-FTFA-14-2-0030 (the "Lease") entered into on 20 December 2013, by the Government and the Lessee for the purposes of the construction and maintenance of the Aircraft Rescue and Firefighting Facility (ARFF) on approximately four (4) acres on Eglin Air Force Base.

2.0 GENERAL OBLIGATIONS OF THE PARTIES

2.1 The Lessee shall provide utility connections to connection points as detailed in the construction design documents and plans. The Government will connect the ARFF to existing or new Government installed utilities on Eglin AFB. Utility costs during both construction and operation are the responsibility of the Government.

2.2 As an Okaloosa County owned facility, the Lessee will be responsible for routine maintenance and repair of the ARFF building systems at no expense to the government. Building systems include and are limited to, all mechanical, electrical, plumbing and structural systems (including roof) within the foot print of the ARFF building shell and the generator system. The Government will provide all janitorial and landscaping services. The Government will maintain and repair all building fixtures, utilities and equipment purchased or installed by the Government to include the Westnet First-In Alerting Smart Station System. Routine maintenance, and urgent and emergency repairs will be processed according to paragraph 2.4 below.

2.3 When required, Eglin AFB personnel will notify the Destin-Fort Walton Beach Airport (Airport) Airport Operations Center (AOC) of any maintenance or repair emergencies or requests. Airport personnel will have the option of performing the maintenance or repair with in-house county personnel, hiring third party contractors or requesting Eglin perform the maintenance/repair on a reimbursable basis according to the steps listed below.

Steps for ARFF maintenance requests

1. Government notifies Lessee of work requirement task and identifies the requirement as: Routine, Priority or Emergency.
2. Lessee responds depending on the level of requirement and performs the request with Airport staff, third party contractor/vendor or responds requesting the Government perform task.
3. If the Government performs the task, Eglin Fire Department will submit job/work request to 796 CES Customer Service Unit for shop labor/material cost against reimbursable facility.
4. Government will submit a cost estimate and request approval by the Airport before performing tasking.
5. Government will provide an invoice to Lessee as a public debt for reimbursement of work performed back to the Government.
6. Lessee will send Government (96 CEG Financial Management Office) reimbursement for the cost of the task within 30 days of invoice receipt.

2.4 Building Alterations or Improvements will be approved in advance by both parties in writing.

2.5 The Lease incorporates this Agreement by reference. In the event of any conflict between the provisions of the Lease and those of this Agreement, the provisions of the Lease will govern.

3.0 ARFF OPERATIONAL REQUIREMENTS

3.1 The Government will provide equipment, staffing and supplies at the level required per 14 CFR Part 139, before, during and after scheduled civil aircraft operations and records to such requirements are subject to annual inspection by the FAA. All ARFF services shall be provided to Lessee and the Airport at no additional cost other than the payment of the joint-use fees provided for in the Joint Use Agreement.

3.2 Eglin Fire Department will arrange or provide access to the ARFF for Airport employees or contractors required to maintain/repair the ARFF.

4.0 TERM

This agreement shall be effective from the date of signature by the Parties and shall run concurrent with the terms of Lease No. USAF-AFMC-FTFA-14-2-0030 / L15-0420-AP.

5.0 REPRESENTATIVES

The authorized representative for the administration and amendment of this Agreement on behalf of the Government is the Eglin AFB Installation Commander or his or her duly appointed representative. The authorized representative for the Lessee is the Airports Director of Okaloosa County, Florida.

6.0 MANAGEMENT REVIEW COMMITTEE

The Lessee and the Government have previously established a Management Review Committee to discuss issues related to the Destin-Fort Walton Beach Airport, Enhanced Use Lease (EUL). This committee will also address issues with the ARFF Lease and Memorandum of Agreement.

7.0 ACCESS TO LEASED PROPERTY

The Government and the Lessee will have access to the Leased Premises and the ARFF as required to fulfill requirements under the Lease and Memorandum of Agreement. Eglin Fire Department will obtain/provide access to County personnel as needed.

8.0 NOTICES AND DISPUTES

Notices and disputes concerning this Agreement shall be governed by Conditions 20 and 22 of the Lease.

9.0 PUBLIC RECORDS

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'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@co.okaloosa.fl.us.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. 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.

- c. 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 lease term and following completion of the lease if the Lessee does not transfer the records to the County.
- d. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee 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.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth below their respective signatures.


UNITED STATES AIR FORCE

By: 

EVAN C. DERTIEN
Brigadier General, USAF
Commander, 96th Test Wing

Date: 8 MAR 2019

OKALOOSA COUNTY

By: 
Charles K. Windes, Jr.
Chairman, Board of County Commissioners



Date: 2/5/19

DeRita Mason

From: Karen Donaldson
Sent: Thursday, May 23, 2019 9:45 AM
To: DeRita Mason
Subject: RE: ITB PW 67-19

DeRita

This is approved by Risk.

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: Wednesday, May 22, 2019 4:20 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: ITB PW 67-19

Please review the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

Procurement/Contract/Lease Number: L15-0420 Tracking Number: 3233-19
Procurement/Contractor/Lessee Name: USAF ARFF Grant Funded: YES ___ NO X
Purpose: Supercedes previous operating agreement
Date/Term: Current w/ L15-0420 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 1-4-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: N/A Date: _____

Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: See email Date: 1/18/19

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See email Date: 1/18/19

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 18, 2019 9:08 AM
To: Dave Miner
Cc: Victoria Taravella
Subject: RE: ARFF Operating Agreement for Coordination

This is approved.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, January 17, 2019 1:04 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Victoria Taravella <vtaravella@myokaloosa.com>
Subject: ARFF Operating Agreement for Coordination

Revision made.

Dave

David E. Miner
Propertles and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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Renee S. Ramirez

From: WAGNER, GLENN R GS-12 USAF AFMC 96 CEG/CEIAP <glenn.wagner@us.af.mil>
Sent: Tuesday, April 30, 2019 2:10 PM
To: Dave Miner
Cc: Renee S. Ramirez
Subject: RE: on another note...

It is up at installation commanders office for signature. I would assume that would be a few weeks at the most.
Glenn

Glenn Wagner
96 CEG/CEIAP
Real Property Office
Eglin Enhanced Use Lease Manager

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, April 30, 2019 2:01 PM
To: WAGNER, GLENN R GS-12 USAF AFMC 96 CEG/CEIAP <glenn.wagner@us.af.mil>
Cc: 'Renee S. Ramirez' <rramirez@okaloosaclerk.com>
Subject: [Non-DoD Source] FW: on another note...
Importance: High

Mr. Wagner:

Please give us an update on the signing of the agreement.
Thank you.

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Renee S. Ramirez <rramirez@okaloosaclerk.com>
Sent: Tuesday, April 2, 2019 1:11 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: on another note...

Dave,

We still have not received back a signed copy from the USAF of the Operating Agreement from Mr. Wagner. He picked them up on Feb 14. Have you heard anything?

Thanks,
Renee



Renee S. Ramirez | Clerk to BCC
Okaloosa County Clerk of Court
101 East James Lee Blvd, Crestview, FL 32536
(850) 689-5000 ext. 3432 | www.okaloosaclerk.com

  **How am I doing?**

PLEASE NOTE: Florida has a very broad public records law. Email communications to or from Okaloosa County Clerk of Court employees are considered public records and are available to the public and media upon request. Your email communications, including your email address, are subject to public disclosure. This email is intended for the addressee(s) indicated above only. If you have received this email in error, please delete it immediately.

This Operating Agreement supersedes the Agreement signed by Okaloosa County on 17 December 2013 and Eglin Air Force Base on 13 February 2014 and is effective as of the date of signature by the Parties. It is an agreement between Okaloosa County, Florida ("Lessee") a political subdivision created under the laws of the State of Florida and the Department of the Air Force ("Government"). The Government and the Lessee may be referred to jointly as the "Parties" and each separately as a "Party". Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease (as defined below).

1.0 PURPOSE

This Agreement implements the terms and conditions of Lease USAF-AFMC-FTFA-14-2-0030 (the "Lease") entered into on 20 December 2013, by the Government and the Lessee for the purposes of the construction and maintenance of the Aircraft Rescue and Firefighting Facility (ARFF) on approximately four (4) acres on Eglin Air Force Base.

2.0 GENERAL OBLIGATIONS OF THE PARTIES

- 2.1 The Lessee shall provide utility connections to connection points as detailed in the construction design documents and plans. The Government will connect the ARFF to existing or new Government installed utilities on Eglin AFB. Utility costs during both construction and operation are the responsibility of the Government.
- 2.2 As an Okaloosa County owned facility, the Lessee will be responsible for routine maintenance and repair of the ARFF building systems at no expense to the government. Building systems include and are limited to, all mechanical, electrical, plumbing and structural systems (including roof) within the foot print of the ARFF building shell and the generator system. The Government will provide all janitorial and landscaping services. The Government will maintain and repair all building fixtures, utilities and equipment purchased or installed by the Government to include the Westnet First-In Alerting Smart Station System. Routine maintenance, and urgent and emergency repairs will be processed according to paragraph 2.4 below.
- 2.3 When required, Eglin AFB personnel will notify the Destin-Fort Walton Beach Airport (Airport) Airport Operations Center (AOC) of any maintenance or repair emergencies or requests. Airport personnel will have the option of performing the maintenance or repair with in-house county personnel, hiring third party contractors or requesting Eglin perform the maintenance/repair on a reimbursable basis according to the steps listed below.

Steps for ARFF maintenance requests

1. Government notifies Lessee of work requirement task and identifies the requirement as: Routine, Priority or Emergency.
2. Lessee responds depending on the level of requirement and performs the request with Airport staff, third party contractor/vendor or responds requesting the Government perform task.
3. If the Government performs the task, Eglin Fire Department will submit job/work request to 796 CES Customer Service Unit for shop labor/material cost against reimbursable facility.
4. Government will submit a cost estimate and request approval by the Airport before performing tasking.
5. Government will provide an invoice to Lessee as a public debt for reimbursement of work performed back to the Government.
6. Lessee will send Government (96 CEG Financial Management Office) reimbursement for the cost of the task within 30 days of invoice receipt.

2.4 Building Alterations or Improvements will be approved in advance by both parties in writing.

2.5 The Lease incorporates this Agreement by reference. In the event of any conflict between the provisions of the Lease and those of this Agreement, the provisions of the Lease will govern.

3.0 ARFF OPERATIONAL REQUIREMENTS

3.1 The Government will provide equipment, staffing and supplies at the level required per 14 CFR Part 139, before, during and after scheduled civil aircraft operations and records to such requirements are subject to annual inspection by the FAA. All ARFF services shall be provided to Lessee and the Airport at no additional cost other than the payment of the joint-use fees provided for in the Joint Use Agreement.

3.2 Eglin Fire Department will arrange or provide access to the ARFF for Airport employees or contractors required to maintain/repair the ARFF.

4.0 TERM

This agreement shall be effective from the date of signature by the Parties and shall run concurrent with the terms of Lease No. USAF-AFMC-FTFA-14-2-0030 / L15-0420-AP.

ORIGINAL

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LIS-0420-AP Tracking Number: 798-14
 Contractor/Lessee Name: U.S. AIR FORCE Grant Funded: YES ___ NO X
 Purpose: LEASE FOR FIRE STATION LAND ON EGLIN
 Date/Term: 25 YEARS 1. GREATER THAN \$50,000
 Amount: \$ 0 2. GREATER THAN \$25,000
 Department: AIRPORTS 3. \$25,000 OR LESS
 Dept. Monitor Name: HARMAN / MORRIS
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 11-26-13
 Purchasing Director or designee

Risk Management Review

Approved as written: See Attached
[Signature] Date: 12-9-13
 Risk Manager or designee

County Attorney Review

Approved as written: Subject to changes made 12/10/13
[Signature] Date: 12/11/13
 County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:
 _____ Date: _____
 Contracts & Grants Manager

MEMORANDUM

TO: Joanne Kublik, Contracts & Lease Coordinator for
Okaloosa County Purchasing Department

FROM: Teresa Ward, BCC Records

DATE: March 12, 2015

SUBJECT: December 12, 2013 BCC meeting document

An original of the following document has been forwarded to the Clerk's Contracts & Grants Department.

Attached is a copy of the executed document returned by USAF via Airports Department for Air Force Lease #USAF-AFMC-FTFA-14-2-0030 and Operating Agreement for Aircraft Recue and Firefighting Facility at Eglin Air Force Base.

RE: Department of the Air Force Lease #USAF-AFMC-FTFA-14-2-0030
and Operating Agreement for Aircraft Rescue and
Firefighting Facility at Eglin Air Force Base

The above referenced original document was transmitted to BCC Records on February 12, 2015 by the Airports Department. The subject document was originally before the Board on December 17, 2013. The purpose of this statement is to document the following *points of interest* noted between the document originally submitted to the Board and the executed copy which was provided to the office in February 2015:

Lease Agreement

- Page #1 - The USAF representative did not complete the first line which states the date the lease was made.
- Exhibit D - The original document submitted to the BCC states "Exhibit D - Environmental Condition Report (To be added by Department of the Air Force)." No Exhibit D has been added.
- Exhibit E - The original document submitted to the BCC states "Exhibit E - Areas of Special Notice (To be added by Department of the Air Force)." No Exhibit E has been added.

Operating Agreement

- On Page 3-3 the U.S. Air Force signature block originally contained this language "Deputy Assistant Secretary of the Air Force (Installations)." That was covered over with correction tape on the returned document with no identity given to who made the change.

Teresa Ward
BCC Records
March 12, 2015

INTER-DEPARTMENT DELIVERY

NOTE-CROSS OUT ENTIRE LINE WHEN RECEIVED AND RE-USE UNTIL ALL LINES ARE FULL.

DATE	DELIVER TO	DEPARTMENT	SENT BY	DEPARTMENT
7-24-74	Pam	FM	Donna	Per
7-14-74	Lyn V. Vetterly	VUS	Donna	FM-Supply
8-21-74	Ch. V. Vetterly	FM	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
2-5-75	Teresa Black	FIN	Sheila Johnson	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
8-21-74	Ch. V. Vetterly	Per	Donna	Per
2/10/75	AIS Admin.	AP	Roberta	Per
2-12-15	Teresa Ward	BCC-10	Dave	Airports

2-12-15

Teresa:

The Air Force sent us the original operating Agreement and the Lease for the ARFF Facility.

Mr. Morris asked me to send you the two documents and request a certified true copy of both for the Airport.

Thank you.

Dave

Lease No. USAF-AFMC-FTFA-14-2-0030

DEPARTMENT OF THE AIR FORCE

LEASE

FOR

Eglin Air Force Base

Fort Walton Beach, FL

TO

Okaloosa County, FL

**LEASE # L15-0420-AP
USAF
ARFF - USAF-AFMC-FTFA-14-2-0030
EXPIRES: 12/19/2038**

**DEPARTMENT OF THE AIR FORCE
LEASE**

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THIS LEASE is made as of the _____ day of _____ 20__, by and between the Secretary of the Air Force (hereafter the "Government") and Okaloosa County, a political subdivision of the State of Florida existing under the laws of the State of Florida (hereafter the "Lessee"). The Government and the Lessee may be referred to jointly as the "Parties," and each separately as a "Party."

The Secretary of the Air Force is entering into this Lease under the authority contained in 10 U.S.C. § 2667,

NOW, THEREFORE, the Secretary of the Air Force, for the consideration set forth below, hereby leases to the Lessee the Leased Premises (as identified below), subject to the following conditions:

1. Basic Lease Provisions

1.1. Leased Premises. Approximately 3.7 acres of unimproved land on Eglin AFB adjacent to Taxiway H. Legal description at Exhibit A.

1.2. Term. 25 year(s), beginning on 20 Dec, 2013, (Term Beginning Date) and ending on 19 Dec, 2038, unless terminated as specified elsewhere in this Lease.

1.3. Rent. Lease is without monetary consideration. Lease consideration is described in paragraph 5 below.

1.4. Use. Okaloosa County will lease approximately 3.7 acres of unimproved land on Eglin AFB for the construction, operation and maintenance of an Aircraft Rescue and Fire Fighting Facility ("ARFF") for the purpose of providing ARFF services ("ARFF Services") to both civilian and military aircraft operations at Eglin Air Force Base ("Eglin AFB") and the Airport and for no other purposes, subject, however, to all applicable provisions of this Lease. Eglin AFB will operate and man the facility after construction.

1.5. Government's Address.

96 CEG/CC
501 DeLeon Street, Suite 100
Eglin Air Force Base, FL 32542

1.6. Lessee's Address.

Okaloosa County Airports
1701 State Road 85 N
Eglin Air Force Base, FL 32542

1.7. Environmental Baseline Survey (EBS) Date: 29 October 2013

2. Definitions

2.1. Air Force. The Department of the Air Force and all its components.

2.2. Airport. The Northwest Florida Regional Airport.

2.3. Leased Premises. The Leased Premises includes the real property on the Base as described in Exhibit A hereto and shown on Exhibit B hereto, together with the right of the Lessee and its officers, employees, invitees, licensees, agents, and contractors, in common with The United States, its officials and employees, and its other lessees, licensees, invitees, agents, and contractors, to use the streets, common driving areas, sidewalks, and walkways on the Base for access to and from public streets and highways (the "Leased Premises"), and certain personal property, if any, identified in Exhibit A (the "Personal Property"). The Government expressly reserves the right permanently to change, modify or eliminate, or temporarily to close, any portion or portions of common areas. The Personal Property is an integral part of the Leased Premises and may only be used by the Lessee in connection with its use of the real property included in the Leased Premises. The Lessee may not sell, transfer, donate, or otherwise dispose of any of the Personal Property, or remove any of the Personal Property for use elsewhere.

2.4. Federal Facility Agreement (FFA). An agreement between the Air Force, the U.S. Environmental Protection Agency (EPA), and the appropriate state authority with jurisdiction over the installation, for the environmental remediation of facilities, entered into in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and implementing regulations.

2.5. Base Commander. The base installation commander, or equivalent senior officer, or his or her authorized representative, and his or her successors.

2.6. Installation Restoration Program (IRP). The Department of Defense-wide program to identify, investigate, and clean up contaminated areas on military installations.

3. Easements and Rights of Way

3.1. This Lease is subject to all existing easements, rights-of-way, and rights in the nature of an easement or right-of-way (collectively "Outgrants") related to the Leased Premises. The Government shall have the right to grant additional Outgrants with respect to the Leased Premises. However, any additional Outgrants shall not be inconsistent with or shall not in any way impede the Lessee's use of the Leased Premises under this Lease.

3.2. The holders of such Outgrants, present or future, shall have reasonable rights of ingress and egress over the Leased Premises in order to carry out the purpose of the Outgrant. These rights may also be exercised by workers engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located on the Outgrants, and by any Federal, state, or local official engaged in an official inspection of those facilities.

3.3. The United States and any successor or successors in interest in or to any premises owned or controlled by the Government and not included in the Leased Premises shall have the right of access to and from all or any part of those premises to the nearest public road or public way along roadways as described in Exhibit A and depicted on Exhibit B hereto, in common with other users of the Leased Premises, and all necessary and convenient rights of access to those roadways from contiguous parcels at no cost, but upon reasonable terms and conditions regarding use that the Lessee may impose.

3.4 Subject to the reasonable rules, regulations and directives of the Government, Lessee shall have rights of ingress to and egress from the Leased Premises and the Airport's terminal area over the most direct and convenient routes and rights of way, including Eglin AFB airfield roadways, taxiways and taxilanes and ingress to and egress from the Leased Premises, and the Eglin AFB "Flying Facilities" over such same airfield roadways, taxiways and taxilanes, solely for the purpose of constructing, and maintaining the ARFF Facility.

4. Condition of Leased Premises

4.1. The Lessee agrees that it has inspected, knows, and accepts the condition and state of repair of the Leased Premises. It is understood and agreed that they are leased in an "as is, where is" condition without any representation or warranty by the Government concerning their condition, and without obligation on the part of the Government to make any alterations, repairs, or additions. The Government shall not be liable for any latent or patent defects in the Leased Premises. The Lessee acknowledges that the Government has made no representation or warranty concerning the condition and state of repair of the Leased Premises nor any agreement or promise to alter, improve, adapt, or repair them which has not been fully set forth in this Lease.

4.2. Prior to the Term Beginning Date, the following reports will be prepared by the Government and attached as exhibits:

4.2.1. A physical condition report (PCR) signed by representatives of the Government and the Lessee is attached to this Lease as Exhibit C. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Term Beginning Date as determined from a joint inspection by the Parties. A videotape of the Leased Premises may be made by the Parties at the time that they inspect them for use in the preparation of the PCR. The videotape shall be preserved by the Government for the term of this Lease and for a period of one (1) year thereafter.

4.2.2. An environmental condition report (ECR), signed by representatives of the Government and the Lessee is attached to this Lease as Exhibit D. The ECR sets forth those environmental conditions and matters on and affecting the Leased Premises on the Term Beginning Date, as determined from the records and analyses reflected therein.

4.3. At the expiration or earlier termination or revocation of this Lease, the following reports will be prepared by the Government and attached as exhibits and made a part of this Lease within ten (10) business days after the Lessee vacates the Leased Premises:

4.3.1. An update of the PCR, signed by representatives of the Government and the Lessee, which shall be attached as Exhibit C-1 to this Lease, shall be completed on the termination of this Lease. The update of the PCR will set forth the agreed physical appearance and condition of

the Leased Premises on the ending date of this Lease as determined from a joint inspection by the Parties.

4.3.2. An update of the ECR, signed by representatives of the Government and the Lessee, which shall be attached as Exhibit D-1 to this Lease, shall be completed on the termination of this Lease. The update of the ECR will set forth those environmental conditions on and affecting the Leased Premises on the ending date of this Lease as determined from the records and analyses reflected therein.

4.4. In the event any information/data in any written report prepared pursuant to the provisions of Conditions 4.2 and 4.3 above (Condition Report Information/Data) conflicts with any information/data developed and used in connection with the FFA for the Base (FFA Information/Data), the FFA Information/Data will take precedence over the Condition Report Information/Data.

5. Rent/Other Payments

5.1. As consideration for this Lease and in lieu of rent, the Lessee shall provide the Government the right to use, occupy, operate and maintain the ARFF Facility as described in separate operating agreement for the purpose of providing ARFF Services to both civilian and military aircraft operations as specified in Condition 1.4.

6. Reserved

7. Use of Leased Premises

7.1. The Lessee shall use the Leased Premises only for the purpose(s) described in Condition 1.4. The Leased Premises shall not be used for any other purpose without the prior written consent of the Government which consent shall not be unreasonably withheld or denied. The Lessee shall comply, at its own expense, with (a) all present and future laws, ordinances, rules, requirements, regulations and orders of The United States of America, the state where the Leased Premises are located and any other public or quasi-public federal, state, or local authority and/or any department or agency thereof, having jurisdiction over the Leased Premises and relating to the Leased Premises or imposing any duty upon the Lessee regarding the use, occupation, or alteration of the Leased Premises. The Lessee shall not use or occupy the Leased Premises in any manner that is unlawful or dangerous or that shall constitute waste, unreasonable annoyance or a nuisance to the Government.

8. Default and Termination

8.1. The failure to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice by the Government to the Lessee shall constitute a default or breach of this Lease by the Lessee. If, however, the time required to return to compliance exceeds the thirty (30) day period, the Lessee shall not be deemed to be in default if the Lessee within such period shall begin and diligently pursue the actions necessary to bring it into

compliance with this Lease in accordance with a compliance schedule acceptable to the Government.

8.2. No default or breach shall be deemed to have occurred for any period of time during which the Parties are attempting to resolve a dispute, pursuant to the procedures provided for in Condition 22, in relation to the actions or inactions which are the subject of the alleged default or breach. If pursuant to dispute resolution, the default or breach is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued. This Condition 8.2 shall not apply to a failure to comply with Conditions 1.3 or 5.

8.3. This Lease may be terminated as provided below in this Condition 8.3. No money or other consideration paid by the Lessee, or which may be due up to the effective date of termination, will be refunded or waived, as the case may be. The Lessee waives any claims or suits against the Government arising out of any termination of this Lease.

8.3.1. In the event of any default and breach of this Lease by the Lessee, the Director, Air Force Civil Engineer Center/Installations Directorate (AFCEC/CI), may terminate this Lease at any time after expiration of the cure period provided for in Condition 8.1 upon written notice of the termination to the Lessee. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Lessee.

8.3.2. This Lease may be terminated by the Government for national defense purposes, by the sole determination of the Secretary of the Air Force. If the Secretary makes that determination, the Government will give the Lessee at least sixty (60) days prior notice, unless the determination involves an emergency, in which case the Lessee agrees to vacate and surrender the Leased Premises on ten (10) days' prior notice.

8.3.3. In the event that during the Lease Term, the Joint-Use Agreement between Lessee and Government is terminated or non-renewed upon the expiration thereof, the Lessee shall have the right, upon thirty (30) days' notice to the Government in accordance with Condition 20, to terminate this lease.

9. Taxes

9.1. The Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease, may be imposed upon the Lessee with respect to the Leased Premises. The requirement for consent of Congress to state and local taxation of the Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction, is contained in 10 U.S.C. § 2667(e). Should Congress consent to taxation of the Government's interest in the Leased Premises, this Lease shall be renegotiated. Each party shall have the right (a) to contest any such taxes, assessments or similar charges, and (b) to take such actions as may be necessary and appropriate (i) to contest the validity, applicability or amount thereof (ii) to minimize such taxes, assessments or charges or (iii) to assert any exemption which may be available with respect to taxes, assessments or charges imposed.

10. Surrender of Leased Premises

10.1. The Lessee shall vacate and surrender the Leased Premises to the Government on or before the date of expiration of the Lease, or its earlier termination. The Lessee shall remove all property not belonging to the Government or its agents or contractors from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the control of the Lessee excepted, as that existing on the Term Beginning Date, subject to Condition 18 below. If the Lessee shall fail or neglect to remove its property, then, at the option of the Government, the property shall either become the property of The United States without compensation, or the Government may cause it to be removed and the Leased Premises to be so restored at the expense of the Lessee, and no claim for damages against The United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work.

11. Environmental Protection

11.1. Compliance with Law. The Lessee shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to the Lessee's activities on the Leased Premises.

11.2. Permits. The Lessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under this Lease, independent of any existing permits.

11.3. Lessee Indemnification. The lessee shall, to the extent and as limited by the waiver of sovereign immunity provisions of section 768.28 Florida statutes, indemnify, defend, and hold harmless the government from, any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or any other acts or omissions by the lessee, its officers, agents, employees, or contractors, or licensees, or the invitees of any of them, giving rise to government liability, civil or criminal, or responsibility under federal, state, or local environmental laws. For purposes of this provision, the Lessee's indemnification obligations to the Government shall not extend to any act or omission of the Government or any of its officers, agents, employees or contractors or licensees or the invitees of any of them. Nothing in this Agreement shall contractually obligate Lessee to exceed the limits of the limited waiver of sovereign immunity provided by Florida law. The foregoing is not intended to obviate the requirements to maintain insurance on the property and apply proceeds of the same pursuant to the requirements of Condition 16 hereof. This Condition shall survive the expiration or termination of this Lease, and the Lessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions of the types described in this Condition 11.

11.4. Inspection. The Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections may be made without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or

security purposes. The Lessee shall have no claim on account of any entries against The United States or any related officer, agent, employee, or contractor.

11.5. Asbestos. Except as provided in Condition 11.6 below, the Government is not responsible for any abatement, removal, or containment of asbestos. If the Lessee intends to make any Alterations (as hereinafter defined) that require the abatement, removal, or containment of asbestos, an appropriate asbestos management plan must be incorporated in the Alterations Plan and/or Utility Designs to be submitted to the Commander under Condition 18. The asbestos management plan will identify the proposed disposal site for the asbestos.

11.6. Abatement of Asbestos. The Government shall be responsible for the removal or containment of asbestos or asbestos-containing material (collectively, "ACM") existing in the Leased Premises on the Term Beginning Date as identified in the ECR attached to this Lease as Exhibit D, when such ACM is damaged or deteriorated to the extent that, through normal use, it is a source of airborne fibers in such quantities that poses a threat to human health ("damaged or deteriorated ACM"). The Government agrees to abate all such existing damaged or deteriorated ACM as provided in this Condition 11.6. The Government may choose the most economical means of abating damaged or deteriorated ACM, which may include removal or containment, or a combination of removal and containment. The foregoing Government obligation does not apply to ACM which is not damaged or deteriorated ACM at the time the Lessee takes possession of the Leased Premises and that may become damaged or deteriorated ACM by the Lessee's activities. ACM that later during the period of this Lease becomes damaged or deteriorated ACM through the passage of time, or as a consequence of the Lessee's activities under this Lease, including but not limited to any emergency, shall be abated by the Lessee at its sole cost and expense. Notwithstanding Condition 11.5 above, in an emergency, the Lessee shall notify the Government as soon as practicable of its emergency ACM responses. The Lessee shall be responsible for monitoring the condition of existing ACM on the Leased Premises for deterioration or damage and accomplishing repairs pursuant to this Lease.

11.7. Environmental Liability of Lessee. Notwithstanding any other provision of this Lease, the Lessee does not assume any liability or responsibility for environmental impacts and damage caused by the Government's use of toxic or hazardous wastes, substances, or materials on any portion of the Base, including the Leased Premises. The Lessee has no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use or release of any toxic or hazardous wastes, substances, or materials on or from any part of the Base, including the Leased Premises, which occurred prior to the first day of Lessee's occupation or use of each portion of, or any building, facility, or other improvement on, the Leased Premises under any instrument entered into between the Parties, or the Term Beginning Date, whichever is earlier. Further, the Lessee has no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to such use or release.

11.7.1. For the purposes of this Condition, "defense" or "environmental response, remediation, or cleanup" include liability and responsibility for the costs of damage, penalties, legal, and investigative services relating to such use or release. "Occupation" or "use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility, or other improvement on, the Leased Premises.

11.7.2. This Condition does not relieve or impose on the Lessee of any obligation or liability they might have or acquire with regard to third parties or regulatory authorities by operation of law.

11.7.3. This Condition 11.7 shall survive the expiration or termination of this Lease.

11.8. No Liability for Interference. The Lessee expressly acknowledges that it fully understands that some or all of the response actions to be undertaken with respect to the FFA, if applicable, or the IRP, may impact the Lessee's quiet use and enjoyment of the Leased Premises. The Lessee agrees that notwithstanding any other provision of this Lease, the Government assumes no liability to the Lessee should implementation of the FFA, if applicable, or the IRP, or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Air Force or the Department of Defense, interfere with the Lessee's use of the Leased Premises. The Lessee shall have no claim against The United States or any officer, agent, employee, or contractor thereof on account of any such interference, whether due to entry, performance of remedial or removal actions, or exercise of any right with respect to the FFA, if applicable, or the IRP or under this Lease or otherwise.

11.9. Response or Remedial Actions. The Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee. The Lessee and any approved sublessees or assignees, and any licensees, or invitees of it or them, shall have no claim on account of entries against The United States or any officer, agent, employee, contractor, or subcontractor. In addition, the Lessee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

11.10. Storage of Hazardous Wastes. The Lessee, with respect to its operations and activities, if any, on the Leased Premises must comply with all applicable Federal, state, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. The Lessee shall not treat, store, transport, or dispose of hazardous waste unless the Lessee is in possession of any required permit issued to it under the Resource Conservation and Recovery Act, as amended (RCRA). The Lessee shall not treat, store, transport, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to the Government. The Lessee shall be liable for the cost of proper disposal of any hazardous waste generated by its approved sublessees in the event of failure of the sublessees to dispose properly of those wastes. The foregoing provision shall not extend to the disposal of hazardous waste generated by the Government.

11.11. Environmental Records. The Lessee must maintain and make available to the Government all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste on the Leased Premises by Lessee, as well as all other records required by applicable laws and requirements. The Government reserves the right to inspect the Leased Premises and Lessee records for compliance with Federal, state, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the Government to appropriate regulatory agencies, as required by applicable law. The Lessee shall be liable for the payment of any fines and penalties which may accrue as a result of the actions of Lessee.

11.12. Spill Plans. The Lessee shall have a completed and approved plan prior to commencement of operations on the Leased Premises for responding to hazardous waste, fuel, and other chemical spills. The plan shall comply with all applicable requirements and shall be updated

from time to time as may be required to comply with changes in site conditions or applicable requirements, and where required, shall be approved by all agencies having regulatory jurisdiction over such plan. The plan shall be independent of Air Force spill prevention and response plans. The Lessee shall not rely on use of the Base's personnel or equipment in execution of its plan. The Lessee shall file a copy of the approved plan and approved amendments thereto with the Commander within fifteen (15) days of approval. Notwithstanding the foregoing, should the Government provide any personnel or equipment, whether for initial fire response or spill containment or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the Government, conducting timely cleanup actions, the Lessee agrees to reimburse the Government for its costs in accordance with all applicable laws and regulations. Lessee shall have no obligation to prepare a Spill Plan hereunder unless and until it assumes occupancy and operation of the ARFF Facility to provide ARFF Services.

11.13. RCRA Compliance. In the event that Lessee occupies and operates the ARFF Facility, the Lessee shall comply with the hazardous waste permit requirements under the RCRA or its State equivalent and any other applicable laws, rules, and regulations. The Lessee must provide at its own expense hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Government hazardous waste storage facilities will not be available to the Lessee. Any violation of the requirements of this Condition shall be deemed a material breach of this Lease.

11.14. Accumulation Points. Air Force accumulation points for hazardous and other wastes shall not be used by the Lessee, and the Lessee shall not permit its hazardous waste to be commingled with hazardous waste of the Air Force.

11.15. Discharge of Fill. The Lessee shall not discharge, or allow the discharge of, any dredged or fill material into any waters or wetlands on the Leased Premises except in compliance with Condition 25.6 and with the express written consent of the Commander.

11.16. EBS. The Lessee acknowledges receipt under separate cover of the EBS for the Leased Premises.

11.17. Pesticides. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Lessee shall prepare a plan for storage, mixing, and application of pesticides (Pesticide Management Plan). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, state, and local pesticide requirements. The Lessee shall store, mix, and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

11.18. National Pollutant Discharge Elimination System (NPDES) Permit. The Lessee shall comply with all requirements of the Federal Water Pollution Control Act, as amended, the NPDES, and any applicable State or local requirements. If the Lessee discharges wastewater to a publicly owned treatment works, the Lessee must submit an application for its discharge prior to the start of this Lease. The Lessee shall be responsible for meeting all applicable wastewater discharge permit standards. The Lessee shall not discharge wastewater under the authority of any NPDES permit, pretreatment permit, or any other permit issued to the Base. The Lessee shall make no use of any septic tank installed on the Base without the prior written consent of the Government.

11.19. Radioactive Materials. The Lessee must notify the Government of the Lessee's intent to possess, store, or use any licensed or licensable source or byproduct materials, as those

terms are defined under the Atomic Energy Act, as amended, and its implementing regulations; of Lessee's intent to possess, use, or store radium; and of Lessee's intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon Leased Premises on the Base. Upon notification, the Government may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and the human environment. Thereafter, the Lessee must notify the Government of the presence of all licensed or licensable source or byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Lessee need not make either of the above notifications to the Government with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess, or allow the presence of special nuclear material on the Leased Premises.

11.20. Alterations and Environmental Cleanup. The Lessee further agrees that it shall give the Government prior written notice accompanied by a detailed written description of all proposals for any Alterations (as defined in Condition 18.1) which may impede or impair any activities under the IRP, or the FFA if applicable, or are to be undertaken in certain areas of the Leased Premises identified as "Areas of Special Notice" on Exhibit E to this Lease. These Areas of Special Notice consist of either "Operable Units" (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on Exhibit E. The notice and accompanying written description of such proposals shall be provided to the Government sixty (60) days in advance of the commencement of any such Alterations. In addition, Alterations shall not commence until Lessee has complied with the provisions of Condition 18.3. The detailed written description must include the effect such planned work may have on site soil and groundwater conditions and the cleanup efforts contemplated under the IRP and the FFA, if applicable. Notwithstanding the preceding three sentences, the Lessee shall be under no obligation to give advance written notice of any Alterations that will be undertaken totally within any structure located on the Leased Premises, provided that the work will not impede or impair any activities under the IRP or the FFA, if applicable. However, any work below the floor of any structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the IRP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this Condition 11.20.

11.21 Reserved

11.22. Environmental Access. The Government, EPA, and the state and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee to enter upon the Leased Premises for the purposes enumerated in this subparagraph, and for such other purposes consistent with any provision of the FFA, if applicable:

11.22.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or the FFA, if applicable;

11.22.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP or the FFA, if applicable;

11.22.3. To conduct any test or survey required by the EPA or the State relating to the implementation of the FFA, if applicable, or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or state by the Government relating to such conditions;

11.22.4. To conduct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP or the FFA, if applicable, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

12. Maintenance of Leased Premises

12.1. The Lessee, at no expense to the Government, shall at all times protect, preserve, and maintain, and repair the Leased Premises, including any improvements and Government-owned personal property located thereon, as the parties agree.

13. Damage to Government Property

13.1. Any real or personal property of The United States damaged or destroyed by the Lessee incident to the Lessee's use operation and occupation of the Leased Premises shall be promptly repaired or replaced by the Lessee to the satisfaction of the Commander to the extent payable from Lessee's insurance coverage required under Condition 16.

14. Access and Inspection

14.1. Any agency of The United States, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Lessee's quiet use and enjoyment of them under this Lease, including, but not limited to, the purpose of inspection. The Government normally will enter the Leased Premises during regular business hours and give the Lessee at least twenty-four (24) hours prior notice of its intention to do so, unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against The United States or any officer, agent, employee, or contractor thereof.

15. General Indemnification by Lessee

15.1. Except as otherwise provided in this Lease the United States shall not be responsible for damages to property or injuries or death to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Leased Premises, or the use and occupation of them, or for damages to the property of the Lessee, or for damages to the property or injuries or death to the person of the Lessee's officers, agents, servants, or employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them.

15.2. Except as otherwise provided in this Lease the Lessee shall indemnify, defend, save, and hold the Government harmless to the extent and as limited by the waiver of sovereign immunity provisions of Section 768.28 Florida Statutes, against any and all judgments, expenses, liabilities, claims, and charges of whatever kind or nature ("Losses") that may arise as a result of the activities of the Lessee, whether tortious, contractual, or other, except to the extent the Lessee is prohibited from doing so by Federal or State law. Such indemnification also shall include, but not be limited to, any costs or claims arising from, or related to, any damage to property, or injury to

or death of a person to the extent that the Lessee's negligence caused, or contributed to, such damage, injury, or death. Nothing in this Agreement shall contractually obligate Lessee to exceed the limits of the limited waiver of sovereign immunity provided by Florida law.

16. Insurance

16.1. Except as otherwise provided in this Lease, the Lessee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Leased Premises, and any building(s), improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Lease.

16.2. During the entire Lease Term, the Lessee, at no expense to the Government, shall carry and maintain the following insurance:

16.2.1. All-risk property insurance, for actual loss sustained with an extended period of indemnity of one hundred eighty (180) days, on a replacement cost basis, with no coinsurance, for full replacement value of the Leased Premises improvements, including the ARFF Facility. Such replacement value shall be determined by the Government and shall be subject to adjustment at the request of the Lessee not more frequently than once in any twenty-four-month period, unless there have been substantial changes to the ARFF Facility within such period. Such insurance shall have: (i) a deductible no greater than \$50,000, unless otherwise approved in writing by the Government; (ii) earthquake, flood, sewer backup, boiler, and machinery coverage with commercially available limits and deductibles approved by the Government; and (iii) terrorism insurance if commercially available at reasonable rates.

16.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Leased Premises, including any building thereon and adjoining sidewalks, streets, and passageways. Such insurance must be effective at all times throughout the Lease Term, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. Any general aggregate shall apply on a per location or per project basis. The Government and any Approved Mortgagee ("Approved Mortgagee" means any mortgagee or any other party in interest to this Lease approved by the Government. The Trustee referred to in Condition 28.2, including its successor and assigns shall also be an Approved Mortgagee for purposes of this Lease.) shall be named as additional insureds. The additional insureds shall have equal standing with the named insureds for the purpose of submitting claims directly with the insurer. This coverage may be provided under primary liability and umbrella excess liability policies; and shall include: (i) business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of any auto" with a combined single limit of \$1,000,000 per accident; (ii) environmental liability or pollution legal liability insurance to the extent available, which includes coverage for mold; and (iii) underground storage tank environmental insurance for any underground storage tanks located on the Leased Premises. Limits of environmental policies, if available, shall be

determined and approved by the Government. All liability policies shall be primary and non-contributory to any insurance maintained by the Government or any Approved Mortgagee.

The insurance carried and maintained by the Lessee pursuant to this Condition shall provide coverage to protect the Government from any damage and liability for which the Lessee is liable or responsible or agrees to hold harmless and indemnify the Government under this Lease. Proceeds under all policies of insurance carried and maintained to provide the coverage required by Condition 16.2.2 shall be available only for that purpose.

16.3. During the Lease Term, the Lessee either shall carry and maintain the insurance required at its expense, or require any contractor performing work on the Leased Premises to carry and maintain such insurance at no expense to the Government:

16.3.1. Commercial general liability and business auto liability insurance provided for in Condition 16.2.2 shall be maintained for the limits specified thereunder, and shall provide coverage for the mutual benefit of the Lessee, the Government, and any Approved Mortgagee as additional insureds.

16.3.2. Fire and any other applicable insurance provided for in Condition 16, which, if not then covered under the provisions of existing policies, shall be covered by special endorsement thereto in respect to any improvements, structures, alterations, or additions, or installations, including all materials and equipment therefore, incorporated in, on, or about the Leased Premises (including excavations, foundations, and footings) under a broad form all-risks builder's risk completed-value form or equivalent thereof; and

16.3.3. Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Lessee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$500,000 each coverage and policy limit.

16.4. All policies of insurance that this Lease requires the Lessee to carry and maintain, or cause to be carried or maintained pursuant to this Condition 16, shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, issued by Qualified Insurers (as defined below). "Qualified Insurers" are insurers authorized to do business and to issue the insurance policies required under this Condition 16 in Florida. The Qualified Insurers for a majority of the coverage shall have a long-term unsecured debt rating from a Rating Agency as follows: (i) if from Standard & Poors of no lower than BBB-, or (ii) if from Moody's Investors Services no lower than Baa3. As used in this Lease, "Rating Agency" means any nationally recognized credit rating service that at the time has one or more outstanding ratings of any securities issued by the Lessee to fund construction of the Project. All policies issued by the respective insurers for commercial general liability insurance and for the all-risk property insurance provided for above in this Condition 16 shall be for the mutual benefit of the Government, any Approved Mortgagee, and the Lessee and will name the Government and any Approved Mortgagee as additional insureds or loss payees as to their respective interests. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or

negligence of the Lessee, the Government, any Approved Mortgagee, or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government and any Approved Mortgagee of written notice thereof; provide that the insurer shall have no right of subrogation against the Government or any Approved Mortgagee; and be reasonably satisfactory to the Government in all other respects. In no circumstances will the Lessee be entitled to assign to any third-party rights of action that the Lessee may have against the Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon ten (10) days' written notice to the Government and any Approved Mortgagee. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee under this Condition 16 will constitute a failure to comply with the terms of this Lease, and the Government shall have the right to terminate this Lease for default and breach pursuant to Condition 8 upon receipt of any such cancellation notice, but only if the Lessee fails to cure such noncompliance to the extent allowed under Condition 8. The Lessee shall deliver or cause to be delivered upon execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 16), at the Government's option, a certified copy of each policy of insurance required by this Lease as soon as each such policy is made available by the insurer, or a certificate of insurance evidencing the insurance required by this Lease, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured or loss payee status or evidence other conditions as required per provisions above, or both.

16.5. In the event that any part of the Leased Premises improvements, including the ARFF Facility, is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Lessee under Condition 16.1 ("Damaged or Destroyed Property"), the Lessee shall promptly give notice thereof to the Government and all Approved Mortgagees.

16.5.1. The Lessee shall, as soon as reasonably practicable after the casualty, restore the Damaged or Destroyed Property as nearly as possible to the condition that existed immediately prior to such loss or damage, subject to Condition 16.5.2. and subject to the limits of property and casualty insurance proceeds, provided under Condition 16.

16.5.2. In the event that the Government and any Approved Mortgagees in consultation with the Lessee determine that the magnitude of Damaged or Destroyed Property is so extensive that the Project cannot be used by the Lessee for its operations and the repairs, rebuilding, or replacement of the Damaged or Destroyed Property cannot reasonably be expected to be substantially completed within nine (9) months of the occurrence of the casualty ("Extensive Damage or Destruction of Improvements"), either Party may terminate this Lease as provided in Condition 8.3. In the event that the Government shall determine that an Extensive Damage or Destruction of Improvements has not occurred, then neither Party shall have the right to terminate this Lease. In the event the Government determines that such an event has occurred, and the Approved Mortgagee disagrees with that determination, then the matter

shall be determined pursuant to the provisions of Condition 22 of this Lease. If the Parties and any Approved Mortgagees mutually agree to repair, rebuild, and replace less than all Damaged or Destroyed Property, then neither Party shall have the right to terminate this Lease as provided in Condition 8.3. with respect to the Leased Premises on which the Damaged or Destroyed Property that will be repaired, rebuilt, and replaced is situated.

Unless this Lease is terminated pursuant to Condition 8.3., any insurance proceeds received as a result of any casualty loss to the Leased Premises improvements, including the ARFF Facility shall be applied in the following order of priority: (i) first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government; (ii) second, to repairing, rebuilding, and/or replacing the Leased Premises improvements, including the ARFF Facility and the damaged area to the reasonable satisfaction of the Government; (iii) third, if required by the Government or any Approved Mortgagee, to the payment of any outstanding liens held by the Government or any Approved Mortgagee, in accordance with the order of priority of such liens, until all such liens are fully satisfied and released, and (iv) fourth, the excess, if any, shall be paid to the Lessee. If this Lease is terminated pursuant to Condition 8.3.2, then any insurance proceeds received as a result of any casualty loss to the Leased Premises improvements, including the ARFF Facility shall be applied to the restoration of the Leased Premises in accordance with Condition 10 after repayment of any outstanding mortgage, if any, on the Leased Premises or pursuant to Indenture referred to in Condition 28.2 and thereafter any remaining proceeds shall be applied as provided in subsections (iii) and (iv) above.

17. Compliance with Applicable Laws

17.1. The Lessee shall at all times during the existence of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, state, and local laws, regulations, and standards, and in particular those provisions concerning the protection of the environment and pollution control and abatement and occupational safety and health. Further, with respect to any facilities on the Leased Premises that are jointly used by the Lessee and the Government, the Lessee shall comply with all Air Force safety, health, and fire regulations, standards, technical orders, and procedures in common use work and operating areas, including ramps and taxiways.

17.2. The Lessee shall comply with all applicable state and local laws, ordinances, and regulations with regard to construction, sanitation, licenses, or permits to do business, and all other matters. The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

17.3. Nothing in this Lease shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity or the sovereign immunity of the Lessee.

17.4. Responsibility for compliance as specified in this Condition 17 rests exclusively with the Lessee. The Government assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction and authority. The Lessee shall be liable for all costs

associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Lessee's use of the Leased Premises.

17.5. The Lessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Condition. The Government shall not be required to join in or assist the Lessee in any of those proceedings.

18. Construction and Alterations

18.1. The Lessee shall not place, construct, or make any structures, alterations, or additions to, or installations upon, or otherwise modify or alter the Leased Premises in any way without the prior written consent of the Commander which consent shall not be unreasonably withheld or denied. (All of the activities in the preceding sentence shall be referred to cumulatively as "Alterations.")

18.1.1. The Commander's consent to Alterations may include a requirement to procure a performance and payment bond, or similar financial assurances, satisfactory to the Government in all respects, and other requirements deemed necessary to protect the interests of the Government. For Alterations in the proximity of operable units that are part of an IRP site, consent may include a requirement for written approval by the Commander.

18.1.2. Except as the Commander's written consent shall expressly provide otherwise, all approved Alterations shall become Government property when annexed to the Leased Premises. Notwithstanding the foregoing provision, the ARFF Facility constructed by Lessee shall remain the property of Lessee, except as provided under Condition 8.

18.2. All plans for Alterations pursuant to Condition 18.1 above (Alterations Plans) must comply with the provisions of Conditions 11 and 25 and be approved in writing by the Commander before the commencement of any construction project. In addition, the designs for all Lessee connections to the Base's utilities (Utility Designs) shall comply with applicable State or local construction standards or in the absence of any, with Department of Defense/Air Force (DoD/AF) construction standards, and be subject to review and approval by the Commander. DoD/AF construction standards are available through the office of the Commander. The Lessee shall submit any Alterations Plans and Utility Designs to the Commander for approval. Any additional information needed by the Government to complete its review shall be provided promptly by the Lessee upon receipt of any Government request.

18.3. The Government review process for either a construction project or a utility connection will be completed within thirty (30) days of receipt of all plans and specifications required by the Government for its review. In the event problems are detected during the review, immediate notice will be provided by telephone to the Lessee or its representative designated in writing for the purpose. Approval will not be unreasonably withheld.

18.4. All Alterations shall be made in accordance with the approved Alterations Plans and Utility Designs and without cost to the Government. The Lessee shall not proceed with excavating, demolition, or construction until it receives written notice from the Government that the Alteration Plans and/or Utility Designs are acceptable to the Government. The Lessee shall allow no disposal

of excavated material except in approved areas and with the express written consent of the Commander.

18.5. All matters of ingress, egress, contractor haul routes, or other access on or across Base land not included in this Lease shall be coordinated with the Government through the Commander. All excavating, demolition, and construction activity shall be accomplished during periods (including hours of the day) acceptable to that officer.

18.6. The Commander is authorized to grant approvals and consents under this Condition.

18.7. Any disapproval may be reviewed by the Director, AFCEC/CI, at the written request of the Lessee, but that review is discretionary. A request by the Lessee for review will be submitted to the Commander, who will forward it through channels with comments within ten (10) business days after receipt of the request.

19. Utilities and Services

19.1. The Lessee shall provide utility connections to connection points as detailed in the construction design documents and plans. The Government will connect the ARFF to existing or new Government installed utilities on Eglin AFB. Utility costs during both construction and operation of the ARFF are the responsibility of the Government.

20. Notices

20.1. Whenever the Government or the Lessee shall desire to give or serve upon the other any notice, demand, order, direction, determination, requirement, consent, approval, request, or other communication pertaining to this Lease or the Leased Premises, each notice, demand, order, direction, determination, requirement, consent, approval, request, or other communication shall be given in writing and shall not be effective for any purpose unless it shall be given or served by personal delivery to the Party or Parties to whom the notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication is directed, or by mailing it, in duplicate, to the Party or Parties by certified mail, postage prepaid, return receipt requested, or by generally recognized express courier, at the address identified in Conditions 1.6 and 1.7, or at another address or addresses that the Government or the Lessee may from time to time designate by notice given by certified mail.

20.2. Every notice, demand, order, direction, determination, requirement, consent, approval, request, or communication sent by mail shall be deemed to have been given or served as of the second business day following the date of mailing.

21. Assignments, Subleases, and Licenses

21.1. The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the Leased Premises, nor sublet all or any part of the Leased Premises, nor grant any interest, privilege, or license whatsoever in connection with this Lease, without the prior written consent of the Government. The consent shall not be unreasonably withheld or denied, subject to the provisions of Conditions 21.1.1, 21.1.2, and 21.1.3 below. Any approved assignment by the

Lessee shall be in writing and an executed copy of it shall be delivered to the Government. Any consent by the Government to any act of assignment hereunder shall be held to apply only to the specific transaction authorized, and the consent shall not be construed as a waiver of the duty of the Lessee to obtain consent to any other assignment.

21.1.1. Any assignment or sublease granted by the Lessee shall be consistent with all of the terms and Conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to the Lessee or any assignee or sublessee. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No assignment or sublease of this Lease shall relieve the Lessee of any of its obligations hereunder.

21.1.2. The Lessee shall furnish the Government, for its prior written consent, a copy of each agreement of sublease or assignment it proposes to execute. The consent may include the requirement to delete, add, or change provisions in the sublease instrument as the Government shall deem necessary to protect its interests. Consent to any sublease or assignment shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the Parties under this Lease. Consent or rejection or any required changes shall be provided within ten (10) business days of receipt of the proposed agreement.

21.1.3. Any agreement of sublease or assignment must include the provisions set forth in Conditions 11 and 26 of this Lease and expressly provide that: (a) the sublease or assignment, as the case may be, is subject to all of the terms and Conditions of the Lease; (b) the sublease shall terminate on the expiration or earlier termination of the Lease; and (c) in case of any conflict between any provisions of this Lease and any provisions of the agreement of sublease or assignment, this Lease will control. A copy of this Lease must be attached to the agreement of sublease or assignment.

22. Reserved

23. Disputes

23.1. Any dispute between the Government and the Lessee arising under or related to this Lease which the Parties are unable to resolve by negotiation shall be decided by the Director, AFCEC/CI. The Director shall reduce his or her decision in writing and mail or otherwise furnish a copy to the Lessee. The decision of the Commander ("Decision") shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of the Decision, the Lessee furnishes the Director, by certified mail, a written appeal of the Decision addressed to the Secretary of the Air Force ("Secretary").

23.2. The Secretary shall render a decision by a date mutually agreed upon by the Parties. The decision of the Secretary or the Secretary's authorized representative shall be final unless appealed to a court of competent jurisdiction in a timely manner, consistent with Condition 23.3 below. In connection with any appeal to the Secretary, the Lessee and the Government shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

23.3. The Lessee or the Government, after exhausting the administrative remedies specified in Condition 23.2 above, may:

23.3.1. Pursue any remedy available to it under the law; or

23.3.2. Before or in conjunction with pursuing any remedy which is available to it under law, by mutual agreement, submit the dispute to an alternative dispute resolution procedure authorized by the Administrative Dispute Resolution Act of 1996 (5 U.S.C. §§ 571-583).

24. General Provisions

24.1. Covenant Against Contingent Fees. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability, or, in its discretion, to require the Lessee to pay, in addition to the lease rent or consideration, the full amount of the commission, percentage, brokerage, or contingent fee.

24.2. Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

24.3. Non-Discrimination.

24.3.1. As used in this Condition, the term "facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Lease.

24.3.2. The Lessee agrees not to discriminate against any person because of race, color, religion, sex, handicap or national origin in furnishing, or refusing to furnish, to that person the use of any facility, including all services, privileges, accommodations, and activities provided on the Leased Premises. This does not require the furnishing to the general public the use of any facility customarily furnished by the Lessee solely to tenants or to Air Force military and civilian personnel, and the guests and invitees of any of them.

24.4. Gratuities. The Government may, by written notice to the Lessee, terminate this Lease if it is found, after notice and hearing by the Secretary of the Air Force, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment regarding the awarding or amending, or the making of any determinations related to the performing of that agreement; provided that the existence of the facts upon which the Secretary of the Air Force or his/her duly authorized representative makes a finding shall be an issue and may be reviewed in any competent court. In the event this Lease is terminated, the Government shall be entitled to pursue the same remedies against the Lessee as it could pursue in the event of a breach of this Lease by the Lessee, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages (in an amount as determined by the Secretary of the Air Force or his/her duly authorized representative) that shall be not less than three (3), nor more than ten (10), times the costs incurred by the Lessee in providing any gratuities to any officer or employee. The rights and remedies of the Government provided in this article shall not be

exclusive, and are available to it in addition to any other rights and remedies provided by law or under this Lease.

24.5. No Joint Venture. Nothing contained in this Lease will make, or will be construed to make, the Parties partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee is that of landlord and tenant. Nothing in this Lease render, or be construed to render, either of the Parties liable to any third Party for debts or obligations of the other Party.

24.6. Records and Books of Account. The Lessee agrees that the Comptroller General of the United States, the Auditor General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Lease, have access to, and the right to examine, any books, documents, papers, and records of the Lessee involving transactions related to this Lease.

24.7. Failure of Government to Insist on Compliance. The failure of the Government to insist in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or a relinquishment of the Government's rights to the future performance of any such terms, covenants or Conditions, but the obligations of the Lessee regarding future performance shall continue in full force and effect.

24.8. Headings or Titles. The brief headings or titles preceding each condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Lease.

24.9. Counterparts. This Lease is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other, and that is deemed one and the same instrument as the other.

24.10. Personal Pronouns. All personal pronouns used in the Lease, whether used in the masculine, feminine, or neuter gender, will include all other genders.

24.11. Entire Agreement. It is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Lessee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease. This instrument may only be modified or amended by mutual agreement of the Parties in one writing signed by each of the Parties.

24.12. Recording. The Lessee shall not record this Lease, or any memorandum thereof, in any public office without the express prior written consent of the Government, which consent shall not be unreasonably withheld or denied for good cause shown by Lessee for recording said Lease.

24.13. Time of the Essence. Time is of the essence as to the Lessee's performance of its obligations contained in this Lease.

24.14. Effectiveness. The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each Party.

25. Restrictions on Use of Leased Premises

25.1. The Lessee shall not install any new drinking water or other wells in any location on the Leased Premises without the prior written approval of the Government.

25.2. The Lessee shall not conduct any subsurface excavating, digging, drilling, or other disturbance of the surface in Areas of Special Notice as depicted on Exhibit E to this Lease without the prior written approval of the Commander in accordance with Condition 18. Requests for approval will be made in accordance with Condition 18. Exhibit E may be updated from time to time as appropriate. The Lessee will be provided a copy of the updated Exhibit E promptly after completion of each update.

25.3. Prior to beginning any Alterations, other construction or construction-related work, excavating, demolition, or restoration, the Lessee shall determine whether asbestos is present. The Lessee shall not occupy or conduct any activities in any, or part of a, facility as described in Condition 5 if the facility or facilities that, at the inception of this Lease, contain damaged or deteriorated ACM, as that term is defined in Condition 11.6 of this Lease, until any damaged or deteriorated ACM has been remediated in accordance with Conditions 11.5 and 11.6.

26. Reserved

27. Amendments

27.1. This Lease may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each of the respective Parties. Amendments to this Lease executed on behalf of the Government must be signed at the level of Director, AFCEC/CI, or higher.

28. Government Control of Base

28.1. The use and occupation of the Leased Premises shall be subject to the general supervision and approval of the Commander and to reasonable rules and regulations that the Commander may prescribe from time to time.

28.2. The Lessee acknowledges that it understands that the Base is an operating military installation and that Lessee's operations may from time to time be hampered by temporary restrictions on access, such as identity checks and auto searches. The Lessee further acknowledges that the Government strictly enforces Federal laws and Air Force regulations concerning controlled substances (drugs) and agrees that the Government will not be responsible for lost time or costs incurred due to delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to or unavailable at their work stations, or delay arrival of parts and supplies.

29. Liens and Mortgages

29.1. The Lessee shall not engage in any financing or other transaction creating any mortgage lien upon the Leased Premises; place or suffer to be placed upon the Leased Premises any other lien or other encumbrance; or suffer any levy or attachment to be made on the Lessee's interest in the Leased Premises. Any mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition and constitute a failure to comply with the terms of this Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

29.2. The Government acknowledges that the Lessee has entered into a Master Indenture of Trust, dated as of August 1, 2003 (the "Master Indenture") with JP Morgan Chase Bank as trustee, as to which The Bank of New York currently serves as successor trustee (the "Trustee") and a First Supplemental and Second Supplemental Indenture to Master Indenture of Trust, dated as of August 1, 2003 and December 1, 2007 respectively (the "Supplements" and, with all future Supplements entered into pursuant to the Master Indenture, and with the Master Indenture, collectively, the "Indenture"). Under the Indenture, the Lessee has pledged and granted a first lien on certain Revenues as defined therein to secure bonds issued under the Indenture to finance and refinance a portion of the Pre-Existing Improvements and certain rental car service facilities, and may in the future issue additional debt pursuant to the Indenture secured on a parity with the outstanding indebtedness by a parity lien on the Revenues. The Government acknowledges and agrees that the obligations of the Lessee under this Lease, including its obligations under Conditions 11.3 and 15.2, shall be payable solely from the Revenues as defined in the Indenture, which payment shall be secured by a lien on and pledge of the Revenues, which pledge and lien are junior and subordinate to the lien and pledge securing all Bonds (as defined in the Indenture) and Additional Bonds (as defined in the Indenture) and Subordinated Indebtedness (as defined in the Indenture) issued or to be issued under the Indenture.

29.3 Government acknowledges (i) Lessee will from time to time in the future continue to issue Additional Bonds and Subordinated Indebtedness under the Master Indenture pursuant to other supplemental trust indentures entered into from time to time further pledging the Revenues and other revenue realized by Lessee from rentals, fees and charges to secure payment of such Additional Bonds and Subordinated Indebtedness, and (ii) neither the Master Indenture, the Supplemental Trust Indentures, nor any future supplemental trust indenture entered into by Lessee pursuant to Section 28.2 above shall in any way be considered a financing transaction, mortgage or security interest prohibited by any provision contained in this Lease.

30. Reserved

31. Reporting to Congress

31.1 This Lease is not subject to the reporting requirements of 10 U.S.C. § 2662.

32. Exhibits

32.1. Five (5) exhibits are attached to and made a part of this Lease, as follows:

- Exhibit A - Description of Leased Premises**
- Exhibit B - Map of the Leased Premises**
- Exhibit C - Physical Condition Report**
- Exhibit D - Environmental Condition Report**
- Exhibit E - Areas of Special Notice**

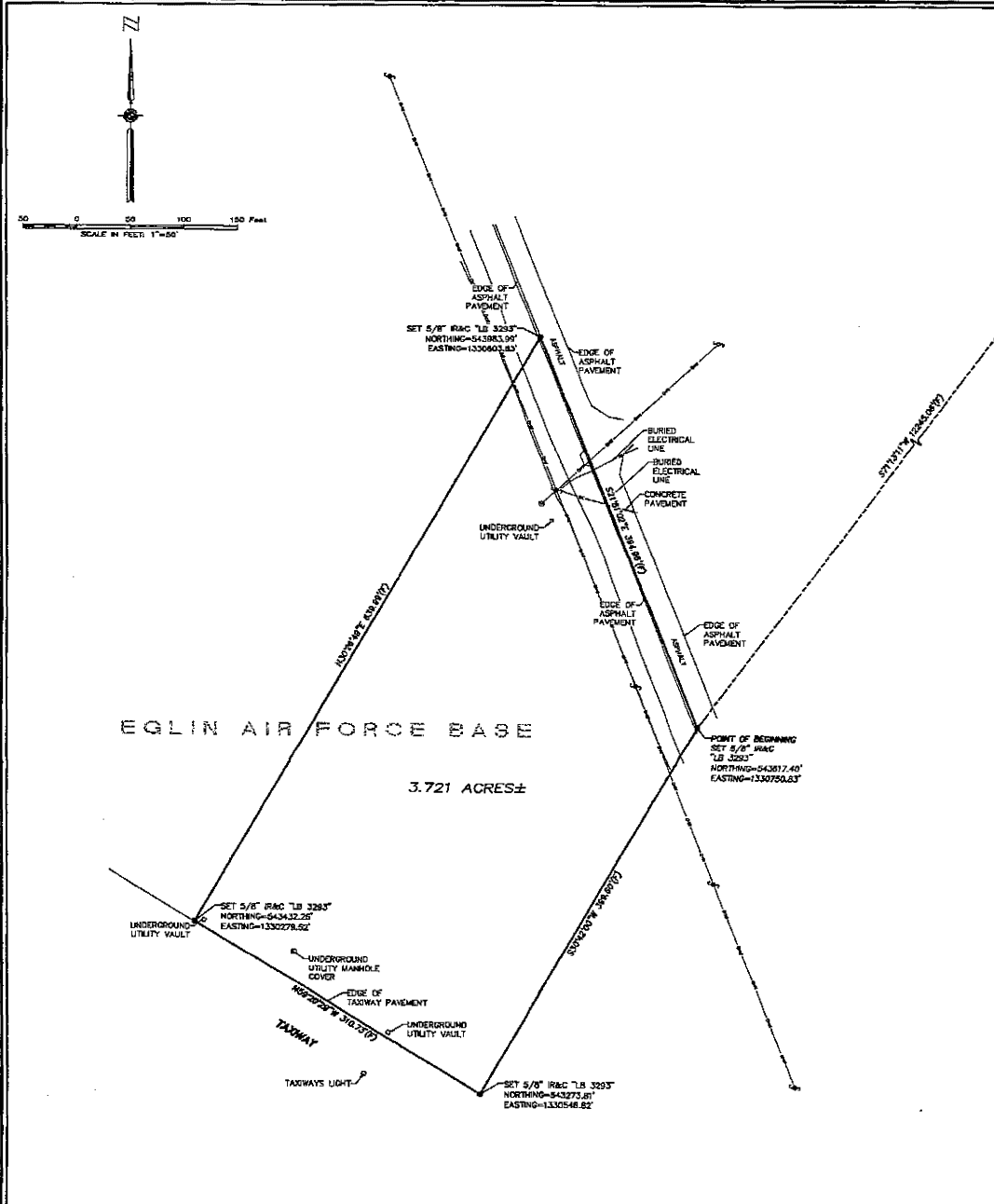
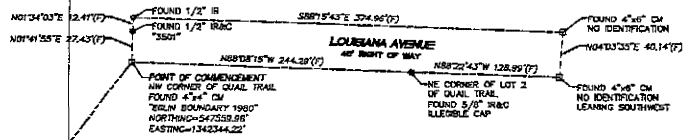
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REVISIONS	
NO.	DESCRIPTION

DATE		BY	
REVISION	DATE	NAME	TITLE



Exhibit A/B



ABBREVIATIONS AND SYMBOLS
 IR = FOUND 5/8" CONCRETE MONUMENT WITH IRON ROD PROTECTED,
 IRAC = IRON ROD AND CAP
 (F) = VALUE OBTAINED FROM FIELD SURVEY

GENERAL NOTES
 THE SEARCHED BOUNDARY HEREON HAS BEEN EXTENDED TO THE NEAREST CORNER OF THE SUBJECT PARCEL AS BEING NORTH 30 DEGREES 20 MINUTES 40 SECONDS EAST.
 FLORIDA NORTH ZONE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), REFERENCED TO THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) VIRTUAL REFERENCE STATION (VRS) SOLUTION.
 THIS SURVEY IS CERTIFIED TO AVCON, INC.

LEGAL DESCRIPTION
 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 23 WEST, TALLAHASSEE NEROPAL DISTRICT, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT A 4 INCH BY 4 INCH CONCRETE MONUMENT LOCATED AT "EGLIN BOUNDARY LINE" WHICH IS ON THE BOUNDARY OF A TRACT OF LAND OWNED BY THE UNITED STATES OF AMERICA AT EGLIN AIR FORCE BASE AND AT THE WESTERN CORNER OF QUAIL TRAIL AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 32 OF THE PUBLIC RECORDS OF DEALDOSA COUNTY, FLORIDA, LYING NORTH 88 DEGREES 20 MINUTES 15 SECONDS WEST, A DISTANCE OF 144.28 FEET TO A 5/8 INCH IRON ROD AND ILLUSTRATED CAP MARKING THE NORTHEAST CORNER OF LOT 2 OF QUAIL TRAIL FROM SAID POINT OF COMMENCEMENT, FROM SAID POINT OF BEGINNING, RUN SOUTH 88 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 336.00 FEET TO A 5/8 INCH IRON ROD AND CAP STAMPED 15 3025; THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS WEST, A DISTANCE OF 310.75 FEET TO A 5/8 INCH IRON ROD AND CAP STAMPED 15 3025; THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS WEST, A DISTANCE OF 310.75 FEET TO A 5/8 INCH IRON ROD AND CAP STAMPED 15 3025; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS EAST, A DISTANCE OF 336.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.721 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES DESCRIBED ABOVE ARE OBTAINED BASED ON THE FLORIDA NORTH ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), REFERENCED TO THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) VIRTUAL REFERENCE STATION (VRS) SOLUTION.

SURVEYOR'S CERTIFICATE
 I, SUBRO
 BEING A SURVEYOR IN THE STATE OF FLORIDA, LICENSE NO. 8787
 HAVE MADE A PERSONAL AND ORIGINAL, FAITHFUL AND ACCURATE SURVEY OF THE ABOVE DESCRIBED PARCEL OF LAND.

**DEPARTMENT OF THE AIR FORCE
USE OF PROPERTY ON EGLIN AIR FORCE BASE, FLORIDA
PHYSICAL CONDITION REPORT (PCR)**

Exhibit C

Date of Report: 17 Dec 2013 Instrument Type & No: Easement: USAF-AFMC-FTFA-14-2-0030

Instrument Start Date: TBD Date Possession Taken: TBD

Activity: Air Field Fire Station Total Area for New Instrument: 3.7 ACRES

DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:

The property consists of 3.7 acres of land with 0 building(s) which are owned by Eglin Air Force Base. Property is located on Eglin Air Force Base, Okaloosa County, Florida.

Said land/property is in excellent /good/ fair / poor condition.

Remarks:

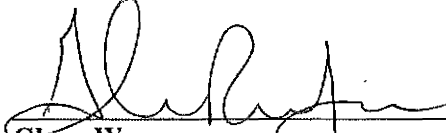
Property is in good condition
No noticeable problems

JOINT AGREEMENT ON CONDITION OF PROPERTY

We, the undersigned, surveyed and inspected the condition of the property identified above. We agree that as of the date of survey, the condition of said property is as described herein.



Tracy Stage
Deputy Director, NWFRA



Glenn Wagner
Realty Specialist, Eglin AFB

Exhibit D – Environmental Condition Report

(To be added by Department of the Air Force)

Exhibit E – Areas of Special Notice
(To be added by Department of the Air Force)

THIS LEASE is executed by the Lessee this 17th day of December, 2013

OKALOOSA COUNTY

By


Chairman, Board of Commissioners,

Okaloosa County

Attest:

Dary J. Stafford



State of Florida :
County of Okaloosa :

IN WITNESS WHEREOF, I have set my hand by authority of the Secretary of the Air Force,
this 20th day of Dec, 2013.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BY: Connie M. Lotfi
CONNIE M. LOTFI
Acting Director/
Installations Directorate

OPERATING AGREEMENT

For

AIRCRAFT RESCUE AND FIREFIGHTING FACILITY

LEASE AGREEMENT

AT

EGLIN AIR FORCE BASE

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This Operating Agreement "Agreement" is made effective as of this 13 day of Feb 2014, between Department of the Air Force (the "Government") and Okaloosa County, Florida (the "Lessee") a political subdivision created under the laws of the State of Florida. The Government and the Lessee may be referred to jointly as the "Parties" and each separately as a "Party". Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease (as defined below).

1.0 PURPOSE

This Agreement implements the terms and conditions of Lease USAF-AFMC-FTFA-14-2-0030 (the "Lease") entered into on 26 Dec, 2013, by the Government and the Lessee for the purposes of the construction and maintenance of an Aircraft Rescue and Firefighting Facility (ARFF) on approximately four (4) acres on Eglin Air Force Base ("Eglin AFB").

2.0 GENERAL OBLIGATIONS OF THE PARTIES

2.1. The Lessee shall construct the ARFF on the leased premises pursuant to approved construction plans dated June 2013. The Lessee shall obtain all required permits and shall construct facility at no cost to the Government.

2.2 The Lessee shall provide utility connections to connection points as detailed in the construction design documents and plans. The Government will connect the ARFF to existing or new Government installed utilities on Eglin AFB. Utility costs during both construction and operation of the ARFF are the responsibility of the Government.

2.3 The Lessee shall, after completion of the ARFF, maintain the "Building Systems" at no expense to the Government. Building Systems include all mechanical, electrical, plumbing and structural systems and components of the facility constructed by Okaloosa County. The Government will maintain the landscaping, provide routine facility maintenance including maintenance of utilization equipment attached to the mechanical, electrical, plumbing, Westnet First-In Alerting Smart Station System and will provide required janitorial services. The Government will also maintain all specific systems associated with the firefighting mission of the facility that were installed by and funded by the Government.

2.4 The Lease incorporates this Agreement by reference. In the event of any conflict between the provisions of the Lease and those of this Agreement, the provisions of the Lease will govern.

3.0 OPERATIONAL REQUIREMENTS

3.1 Upon Lessee's completion of construction of the ARFF Facility pursuant to the terms of the Lease, Government shall:

- 3.1.1 Provide and maintain the ARFF equipment required to equip the ARFF to provide ARFF Services as required under the terms of Part 139 of the Federal Aviation Regulations, as specified in Condition 3.1.4 below, and such additional fixtures, furnishings and equipment as are necessary to properly furnish and equip the ARFF, including security and communications equipment.
- 3.1.2 Provide the materials and supplies necessary to provide the required ARFF Services, including extinguishing agents and firefighting equipment and clothing necessary to equip personnel.
- 3.1.3 Provide the required ARFF personnel and equipment at the ARFF at all times during scheduled civil aircraft operations' hours at the Airport.
- 3.1.4 All ARFF Services, including the provision of ARFF equipment, staffing and supplies provided for the Airport, shall be provided at the level required and are subject to inspection under Part 139 of the Federal Aviation Regulations or in accordance with such substitute requirements and standards for such services, equipment and supplies as may otherwise be agreed to by the United States Air Force and the Federal Aviation Administration. All ARFF Services (including all ARFF equipment, manpower and supplies (including extinguishing agents) shall be provided to Lessee and the Airport at no additional cost other than the payment of the joint-use fees provided for in the JUA.

4.0 TERM

This Agreement shall be effective from the date of execution by the Parties and shall terminate upon the expiration or earlier termination of the Lease.

5.0 REPRESENTATIVES

5.1 The authorized representative for the administration of and the amendment of this Agreement on behalf of the Government is the Installation Commander, Eglin AFB, Florida ("Commander"). Except as otherwise specifically provided, any reference in the Operating Agreement to "Commander" shall include his or her authorized representative and any duly appointed successor.

5.2 The authorized representative for the administration and amendment of this Agreement on behalf of the Lessee is the Airports Director of Okaloosa County, Florida.

6.0 MANAGEMENT REVIEW COMMITTEE

The Lessee and the Government have previously established a Management Review Committee to discuss issues related to the Northwest Florida Regional Airport Master Lease. This Committee will also address issues with the ARFF Lease and this Operating Agreement.

7.0 ACCESS TO LEASED PROPERTY

The Government and the Lessee will have access to the Lease Premises and the ARFF as required to fulfill requirements under the Lease.

8.0 TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect during the Lease term. The Agreement may be amended or modified only by mutual agreement of the Government and Lessee in writing and signed by both parties

9.0 NOTICES AND DISPUTES

Notices and disputes concerning this Agreement shall be governed by Conditions 20 and 22 of the Lease.

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth below their respective signatures.

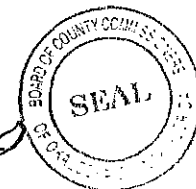
UNITED STATES AIR FORCE

By: 

Date: 13 FEB 14

OKALOOSA COUNTY, FLORIDA

By: 



Chairman, Okaloosa County Board of County Commissioners

Date: 12-17-13



CA # 28

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Greg Kisela
SUBJECT: L15-0420-AP: Acknowledgment of Exhibit D & Exhibit E
DEPARTMENT: Purchasing
BCC DISTRICT: 2

STATEMENT OF ISSUE: Request acknowledgment of Exhibit D, Environmental Condition Report and Exhibit E, Areas of Special Notice. (L15-0420-AP) (District: 2)

BACKGROUND & ANALYSIS: On December 17, 2013, the Board approved the negotiated Lease Agreement and Operating Agreement with the United States Air Force for the flight line fire station. The Lease Agreement with the United States Air Force was sent to and signed by the Chairman, and at the time it was acknowledged through the documents attached that Exhibit D, Environmental Condition Report, and Exhibit E, Areas of Special Notice, would be added upon completion by the Air Force at a later date; the Air Force has since provided those documents and staff is requesting the Board acknowledge the Exhibits.

OPTIONS: Approve/Deny

RECOMMENDATION: Staff recommends the Board acknowledge via approval of this agenda item Exhibit D, Environmental Condition Report and Exhibit E, Areas of Special Notice.



Greg Kisela, Purchasing Director 6/9/2017

RECOMMENDED BY:



John Hofstad, County Administrator 6/14/2017

APPROVED BY:

John Hofstad, County Administrator

SCANNED

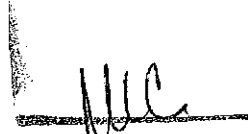


Exhibit D – Environmental Condition Report

(To be added by Department of the Air Force)

U.S. Air Force Environmental Baseline Survey

Flight Line Fire Station EBS

RCS 13-356



Oct 2013/Perkins

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Executive Summary

Okaloosa County has partnered with Eglin AFB to construct a Fire Station on Eglin property. The Fire Station lease is a requirement when Air Force property is utilized even though the station will be manned and utilized by Eglin AFB Personnel. Okaloosa County will fund the construction of the fire station and lease the property from Eglin which creates the necessity for this EBS.

Section 1.0 Purpose of the Environmental Baseline Survey

An Environmental Baseline Survey is the formal process by which the USAF documents any known contamination, the extent of the contamination and the nature of any contamination on real property under USAF control. Property to be transferred, sold, purchased or easements to USAF property are to be examined in accordance with *Air Force Instruction 32-7006, Environmental Baseline Surveys in Real Estate Transactions, 25 April 1994, ASTM E 1527-05 and ASTM E 1528-06.*

1.1 Boundaries of the Property and Survey Area

No legal description of the property was submitted for inclusion in this report. The requested property is for a 3.79 acre parcel. The assigned location is within the bounds of this study. The study had to assume a driveway, sidewalk, parking area and outside storage area. The area studied was assumed to potentially be bounded by the Fire Department Burn Pit to the south, cleared grassy areas to the east and west and a taxiway to the north.

Figure 1 is the Eglin map of the proposed area outlining the available area as observed during the field inspection. The blue outline is 635x330x365x465', approximately 3.79 acres.

The area of the survey includes the one IRP site within 500' and the adjacent activities at the Fire Department Burn Pit as drawn.

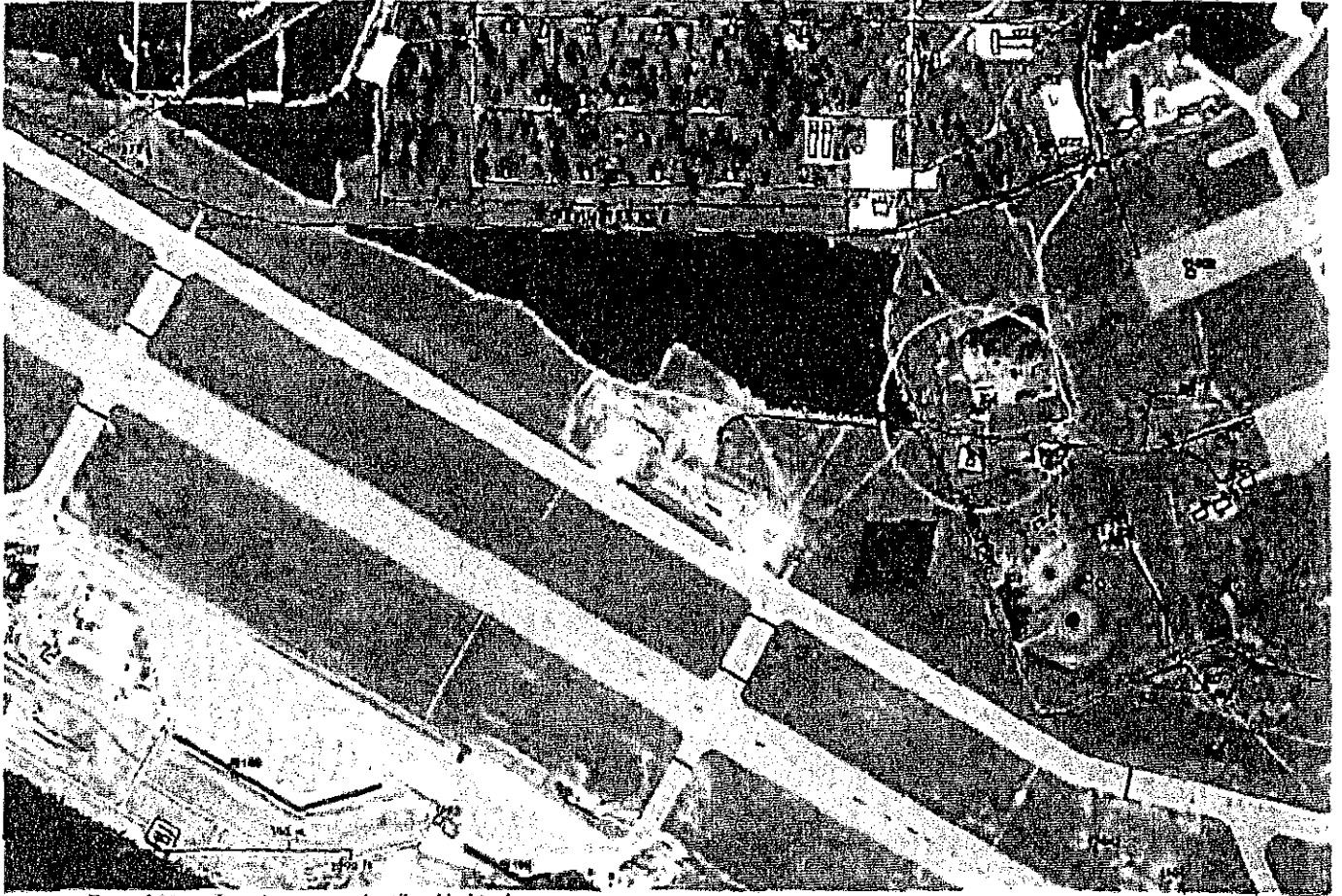
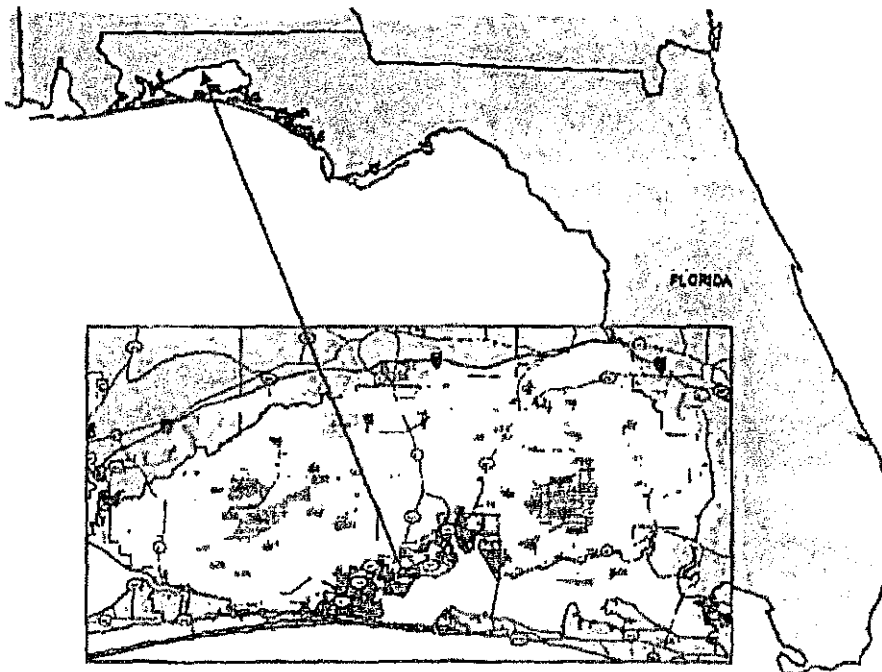


Figure 1 Map of maximum area (outlined in blue)



Esri and the Viewpoint

0 1000 2000

Figure 2 Overview map

Section 2.0 Survey Methodology

EBS surveys are completed by on-site visits to include walking and driving slowly in, over and around the subject property. The field observers are to note any soil discoloration, debris, structures, pipes in the ground or other clues to the location of potential ground contamination. Storage tanks, industrial areas, storage structures, buildings of all types, parking areas, roadways and drainages are areas of particular interest. Soil sampling may be done if any discoloration, past activities, or interviews indicate the probability of contamination. ASTM E 1527-05 and ASTM E 1528-06 have checklists and recommendations that are consulted. AFI 32-7066, *Environmental Baseline Surveys in Real Estate Transactions* (1994), is the source document for USAF EBS practices and procedures.

Operators, residents and persons otherwise associated with the site are sought for interview. If such persons have operator knowledge as defined by RCRA, they can provide expert testimony as to the disposition of processes that may have taken place on or near the site. Casual observer data such as statements by a passing hunter are of less value unless other factors are also present such as multiple witnesses, photos or evidence found as indicated on-site.

As a practice, digital photos are taken at the site of points of reference or interest. Digital photography is valuable in that it easily adapts to the report format, clearly shows visible contamination, water flow, solid waste and vegetative distress. Also the condition of roads and structures are visually recorded.

Additional data is taken from the Eglin ArcIMS GIS database. Available data includes general mapping, easements, IRP sites and descriptions, UXO areas and much more. The data is recognized as general in nature requiring field verification, expert testimony and operator records and statements.

Eglin Environmental, cultural, biological, Hazardous Material, Spill Response, and IRP managers are consulted and documented on AF form 813, *Request for Environmental Assessment* (attached), for any data they may have regarding the parcel in question. Additional interviews or clarifications may be sought and documented.

2.1 Approach and Rationale

The Eglin Range was private homesteads that were bought prior to 1910 by the US Forest Service as part of the Choctawhatchee National Forest. The US Army took possession in 1940, expanding the US Army Valparaiso Bombing and Gunnery Range which became Eglin Field. The past uses of the property are consistent with the current use. The EBS must document and disclose any hazards discovered concerning past use.

2.1.1 Description of Documents Reviewed

Eglin GIS database was extensively reviewed. Documentation available only to Eglin Cultural Resources and Florida SHPO was reviewed by them and no findings were reported.

Documents:

- Base Realignment and Closure Commission (BRAC) EIS 2005
- Water data report
- Water quality report
- Herbicide and insecticide report

2.1.2 Property Inspections

The area was examined by GIS, aerial photography and by on-site walking of the area. The on-site inspection was conducted 26 September 2013 by Terry Perkins (96 CEG/CEEA), who walked and photographed the areas.

2.1.3 Personal Interviews

Interviews of Eglin parties were conducted via e-mail. The Installation Restoration Program (IRP) Office was questioned in detail about nearby IRP sites.

Per e-mail with Tim Langley (Tank Program Mgr.) No tanks on the subject property

Per e-mail with Robert Stippich (Spills Program Mgr.) No spills on subject property

Per e-mail with Stephen Kauffman (Special Waste Mgr.) No concerns with subject property

Per e-mail with Russell Brown (Water Program Mgr.) No water concerns at the subject property

Per e-mail with Leon Johnson (IRP Mgr.) the nearest sites of concern are:

- State Site 119 a Land Use Control site contaminated with VOCs, TCE, and PHs. Associated land and ground water use is restricted. Closed site.
- AOC 89 is associated with a ST-115 and FT-28. These two sites have land use restrictions on residential housing development and ground water use.

2.1.4 Sampling

No sampling was conducted. The area was investigated under the IRP area surveys. Background and area results are available through the IRP office. Mr. Johnson did not indicate any contamination was present on the proposed site. No contamination was noted in the field investigation.

Section 3.0 Findings for Subject Property

3.1 History and Current Use (chain of title)

The area was part of the area ceded to the Army in 1938. Okaloosa County property records reflect the use as Military and list no previous owner. It is part of the 346.17 acre parcel 30-15-22-0000-0001-0000 as listed on the Okaloosa County website <http://webgis.co.okaloosa.fl.us/okaloosagis/viewer.htm>.

3.2 Environmental Setting

The area is a combination of maintained grass area and paved roadway. The surrounding area is cleared of woody vegetation with forested (overgrown) strips along margins and drainages. The area is mixed use: Industrial/light Industrial with administrative offices. There are no residences in the vicinity.

3.3 Hazardous Substances

By definition *hazardous substances* are substances that are toxic, reactive, ignitable or corrosive. Petroleum is regulated separately and not classified as a hazardous substance. It is therefore addressed separately, not redundantly.

3.3.1 Hazardous Materials and Petroleum Products

No measurable petroleum spills or materials are known or suspected at this site as defined.

3.3.2 Hazardous and Petroleum Waste

No hazardous or petroleum wastes were noted on the subject property. No staining or discoloration was discovered.

3.4 Installation Restoration Program (IRP) Contamination

As stated in the interview with Mr. Johnson, the area of the proposed lease is not contaminated. However there is one area nearby that has known contamination.

- State Site 119 a Land Use Control site contaminated with VOCs, TCE and PHs. Associated land and ground water use is restricted. Closed site.
- AOC 89 is associated with a ST-115 and FT-28. These two sites have land use restrictions on residential housing development and ground water use.

3.5 Storage Tanks

Tim Langley, Tank Manager (96 CEG/CEVC Compliance Branch), confirmed there are no records of storage tanks on this property. There are two aboveground tanks on the adjacent properties that previously supported the Fire Department Burn Pit. One tank is empty and closed, the other contains Propane.

3.5.1 Aboveground Storage Tanks

There are no tanks at the subject parcel site. No historical evidence exists indicating that tanks or any abandoned tanks were ever on the parcel. Two aboveground tanks were previously used at the adjacent properties. The area directly across the roadway historically was used as an aircraft burn simulation pit to train firefighters and the fuel source was aviation fuel (JP-8). One of the two aboveground tanks currently housed on this location is Propane.

3.5.2 Underground Storage Tanks

No underground tanks were observed at this site. No evidence exists of historic or abandoned tanks in the area.

3.5.3 Pipelines, Hydrant Fueling, Transfer Systems

There are no petroleum pipes, fueling systems or transfer systems at this site. No evidence exists of historic or abandoned petroleum pipes, fueling systems or transfer systems in the area.

3.6 Oil/Water Separators

There are no oil equipment or installed devices present on the proposed lease.

3.7 Pesticides

All pesticides and herbicides are applied by licensed and trained individuals. No spills or historic events are known to have occurred on the proposed lease.

3.8 Ordnance (UXO)

Unexploded Ordnance (UXO) is any munition or portion of a munition inert or explosive discovered or potentially present. Once an item is evaluated and declared inert or expended by a qualified expert it can be reclassified as scrap metal. Dangers presented by UXO include the possibility of reactive materials in quantity sufficient to inflict harm. The quantity necessary to meet this definition may be quite small. Conversely, large bore cannon shells and air-dropped munitions with fully functional fuses and high explosives intact may be encountered on Eglin ranges. All UXO is treated as the highest level of explosive until it is determined otherwise.

Eglin ArcIMS GIS database information lists a portion of this area as having probable UXO contamination. UXO in this area would have a high probability of originating from the Ammo Storage Areas approximately one-half mile to the east of the subject parcel.

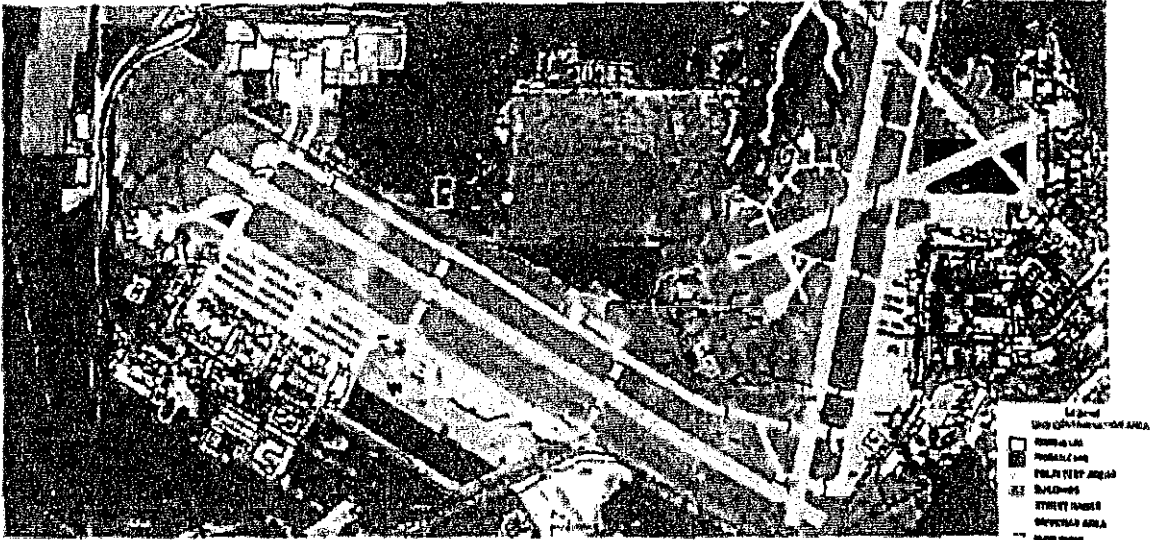


Figure 3 UXO map

3.9 Medical or Biohazardous Waste

No medical or biological waste was noted nor do records show any to have been disposed of at this site.

3.10 Radioactive Wastes

No radioactive waste was noted nor do records show any to have been disposed of at this site.

3.11 Solid Waste

No evidence exists to show the subject area was utilized for solid waste disposal. Note the UXO probability does not define the area as a UXO disposal site. Such discovery would be attributable to incidental UXO safety margins.

3.12 Ground Water

There are ground water testing sites (monitoring wells) in this area. No groundwater is utilized at this area for irrigation or drinking.

3.13 Wastewater Treatment

Wastewater was not treated at this site. There is a lined water holding pond that is used in conjunction with the nearby propane firefighting training pit. The water is recirculated, filtered and reused over and over.

3.14 Drinking Water Quality

Mr. Craig Bennett, 96 AMDS (Bio-Environmental) stated in his interviews there are no drinking water sources in the project area. Water could be supplied from the Eglin water system if needed.

3.15 Asbestos

There is no evidence of any asbestos on the project property.

3.16 Polychlorinated Biphenyls (PCB)

No PCB use or release is suspected.

3.17 Radon

Eglin is a low radon area (sandy soil). No radon has been observed in this area

3.18 Lead-Based Paint

There is no evidence to support the presence or past use of lead-based paint on the project area.

Section 4.0 Findings for Adjacent Properties

The Fire Department Burn Pit is the largest nearby operation with the potential to contaminate the lease site. The Eglin Fire Department utilizes the lot as a training simulator for aircraft fire fighting. The Fire Pit requires a fuel source to create real world fires which are then extinguished by firefighters.

4.1 Land Uses

Industrial/light industrial/administrative. The area is not agricultural or residential.

4.2 Surveyed Properties

All investigated properties are under Eglin control.

Section 5.0 Applicable Regulatory Compliance Issues

No regulatory compliance issue currently directly impacts the proposed lease.

5.1 List of Compliance Issues

For the granting of the EBS no compliance issues are raised.

5.2 Description of Corrective Actions

No actions are required.

5.3 Estimates of Various Alternatives

This does not apply.

Section 6.0 Conclusions

6.1 Facility Matrix

No matrix is required.

6.2 Property Categories Map (if more than one category)

The proposed lease of 3.79 acres or less is a Category 1 site and is surrounded by Category 4 remediated sites (see appendix B - maps). Expansion of this site beyond the indicated line will require a re-categorization to include the subject parcel area.

6.3 Resources Map

There are no commercial or economical natural resources in this area. The resource is the military industrial area itself.

6.4 Data Gaps

Data gaps are known missing information, known insufficient or limited information or suspected holes in given information.

No known data gaps exist.

Section 7.0 Recommendations

No specific additional or new recommendations or mitigations have been revealed by this investigation.

It is recommended that the EBS process show this to be a Category 1 site. The lease instrument should state the condition of the property at the time of the study.

Section 8.0 Certifications

96 CEG/CEIA has conducted a record review and a site inspection to determine there are no out of limit contamination sources on this parcel. Also, the proposed land area has been examined to determine the following:

The condition of the property will not create health or safety risks when used as intended. The allowable activities did not introduce hazardous material or petroleum products on the property.

No material alteration or change in the physical condition of the property will occur if the property is held by the Air Force, such that the Air Force could be deemed an owner/operator of the facility under the *Comprehensive Environmental Response, Compensation and Liability Act*.

The described property use meets the conditions identified in paragraph 2.1.2.1 of the *Air Force Instruction 32-7066* (25 April 1994) to qualify as Category 1. The information contained within is based on records made available and to the best of my knowledge is correct and current.

Certification of the Environmental Baseline Survey

The Environmental Analysis Section of the 96th Civil Engineer Group has conducted this Environmental Baseline Survey on behalf of the Air Force. The Analysis Section has reviewed all appropriate records made available and conducted visual site inspection of the subject parcel and adjacent properties following an analysis of information during a records search. The information contained with the survey report is based on records made available and, to the best of my knowledge, is correct and current as of 11 Oct 2013.

CERTIFIED BY: Terry L. Perkins
TERRY L. PERKINS, GS-09
Environmental Protection Specialist
Environmental Analysis Section (96 CEG/CEIA)

DATE: Oct 21, 2013

CERTIFIED BY: Maria D. Rodriguez
MARIA D. RODRIGUEZ, GS-14
Chief, Environmental Management Division (96 CEG/CEIE)

DATE: 29 OCT 2013

Certification of Polychlorinated Biphenyls (PCB) Clearance

A records search and on-site inspection indicate that this parcel has not been exposed to PCB materials or equipment.

CERTIFIED BY: Terry L. Perkins
TERRY L. PERKINS, GS-09
Environmental Protection Specialist
Environmental Analysis Section (96 CEG/CEEA)

DATE: Oct 21, 2013

CERTIFIED BY: Maria D. Rodriguez
MARIA D. RODRIGUEZ, GS-14
Chief, Environmental Management Division (96 CEG/CEIE)

DATE: 29 Oct 2013

Certification of No Contamination

This real property contains no known hazardous substances as that term is defined in the *Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601)*, as amended, or other contamination as specified by the *Resource Conservation and Recovery Act of 1976*, the implementing Environmental Protection Agency regulations (40 CFR Parts 261, 262, 263, and 751), and the Federal Property Management Regulations (41 CFR Part 101-47). A complete search of agency files revealed that no hazardous substance has been stored for more than one year, is known to have been released, or been disposed of on the real property described below.

CERTIFIED BY: Terry L. Perkins
TERRY L. PERKINS, GS-09
Environmental Protection Specialist
Environmental Analysis Section (96 CEG/CEIEA)

DATE: Oct 21, 2013

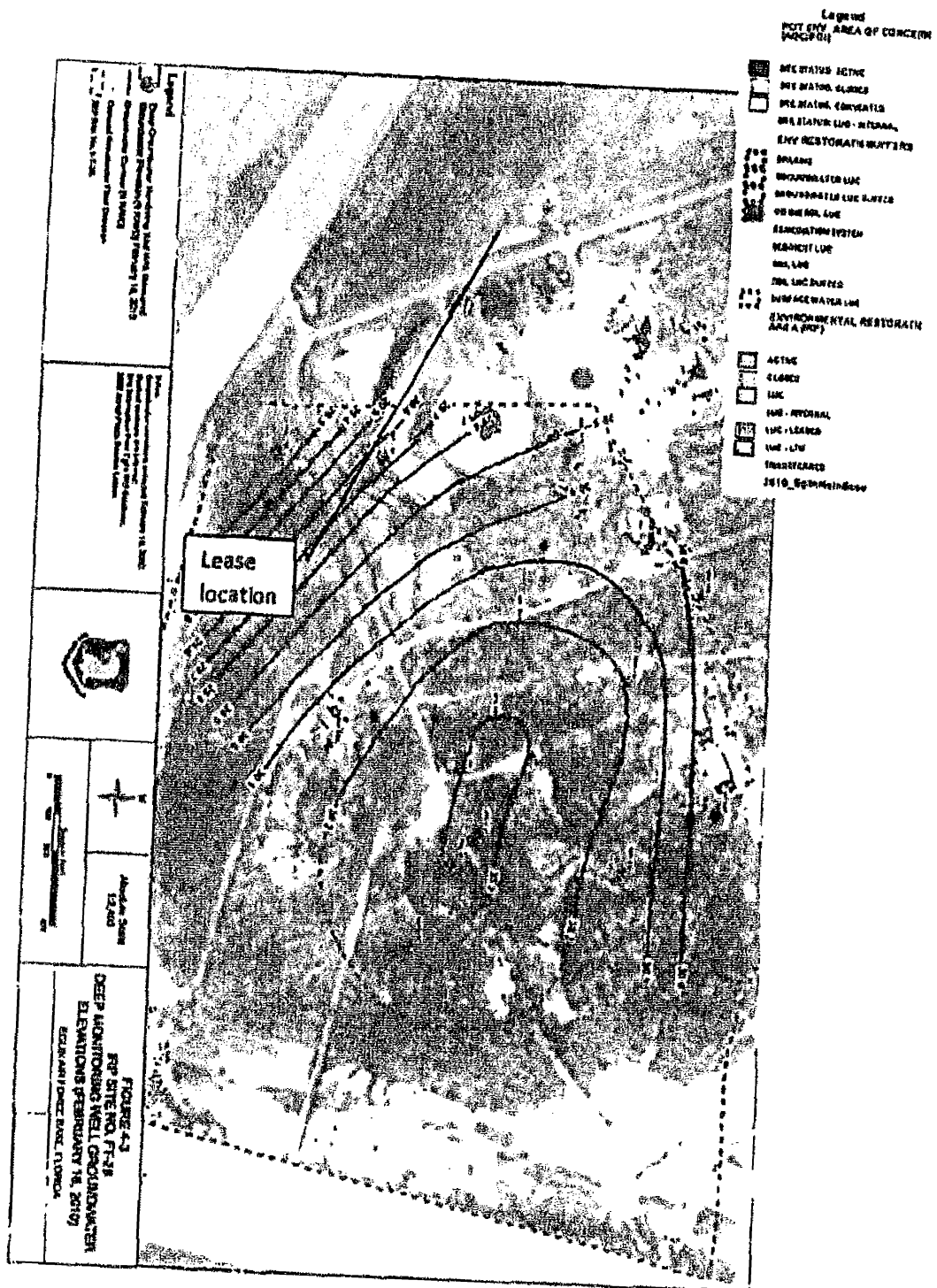
CERTIFIED BY: Maria D. Rodriguez
MARIA D. RODRIGUEZ, GS-14
Chief, Environmental Management Division (96 CEG/CEIE)

DATE: 29 OCT 2013

Appendix A: Terms

AFB	Air Force Base
AFI	Air Force Instruction
ASTM	American Society for Testing and Materials
CERCLA	<i>Comprehensive Environmental Response, Compensation and Liability Act</i>
EOD	Explosive Ordnance Disposal
ERP	Environmental Restoration Program; also IRP (Installation Restoration Program)
ESS	Explosive Safety Survey
IRP	Installation Restoration Program
PCB	Polychlorinated Biphenyls
USACE	United States Army Corps of Engineers
UXO	Unexploded Ordnance Disposal

Appendix B: Maps



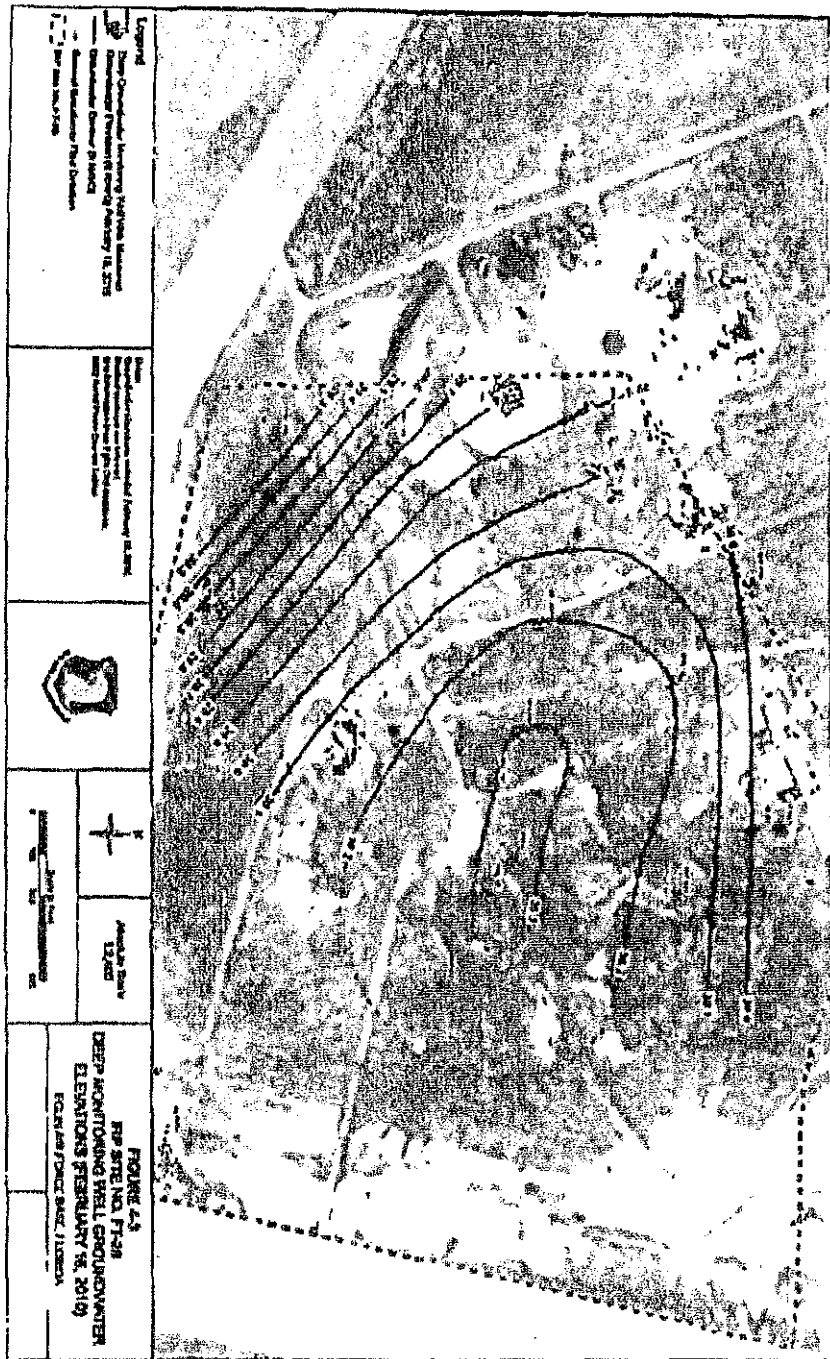
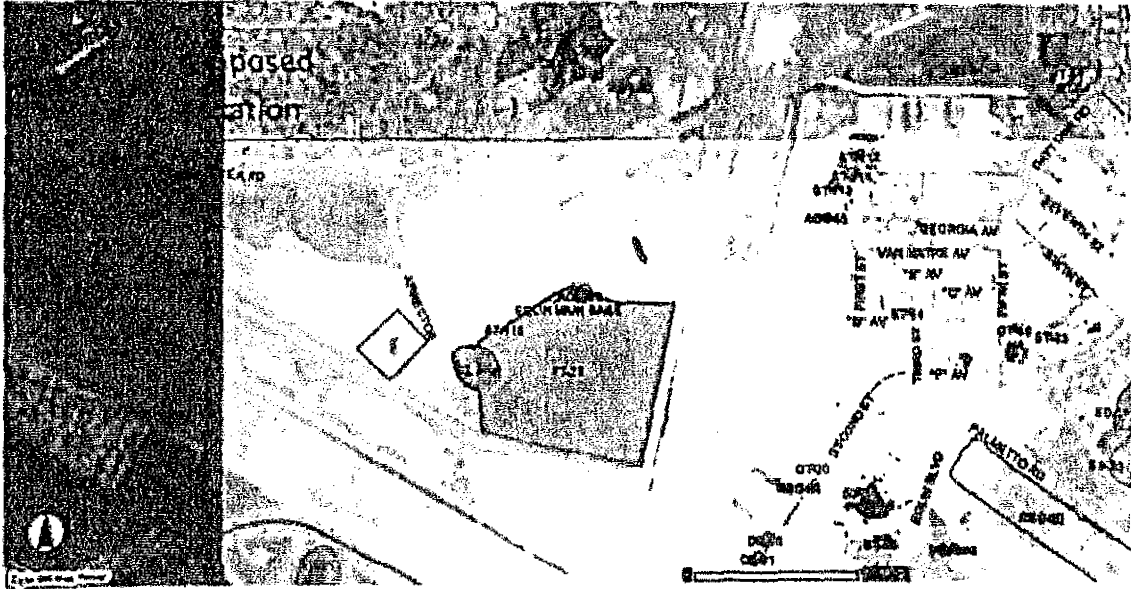


Figure 4 Map of area of concern (AOC)



F denotes Fire Station Location

Appendix C: Aerial and Site Photos

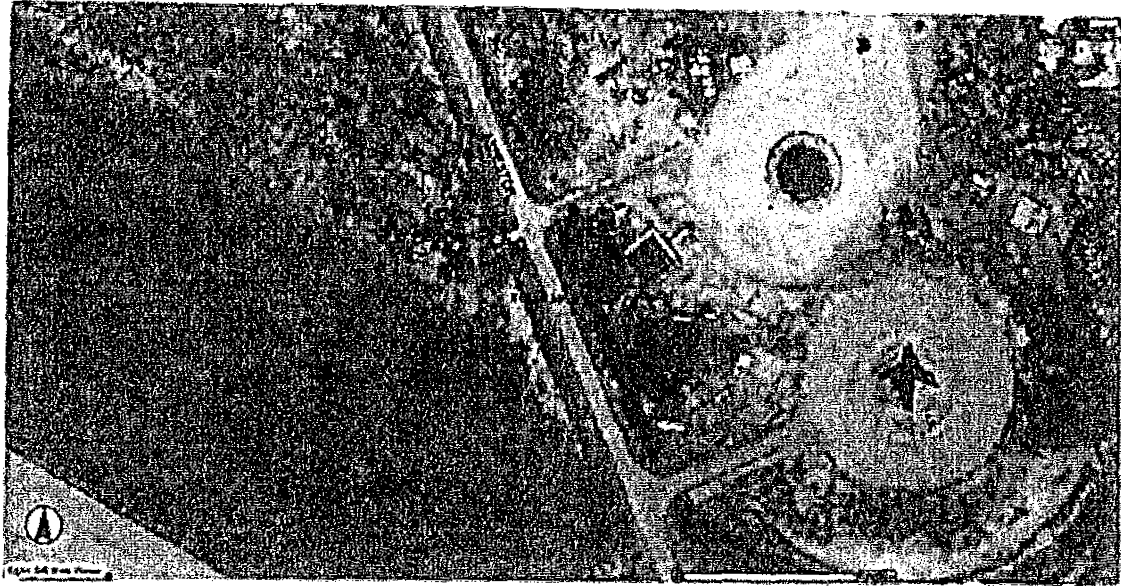
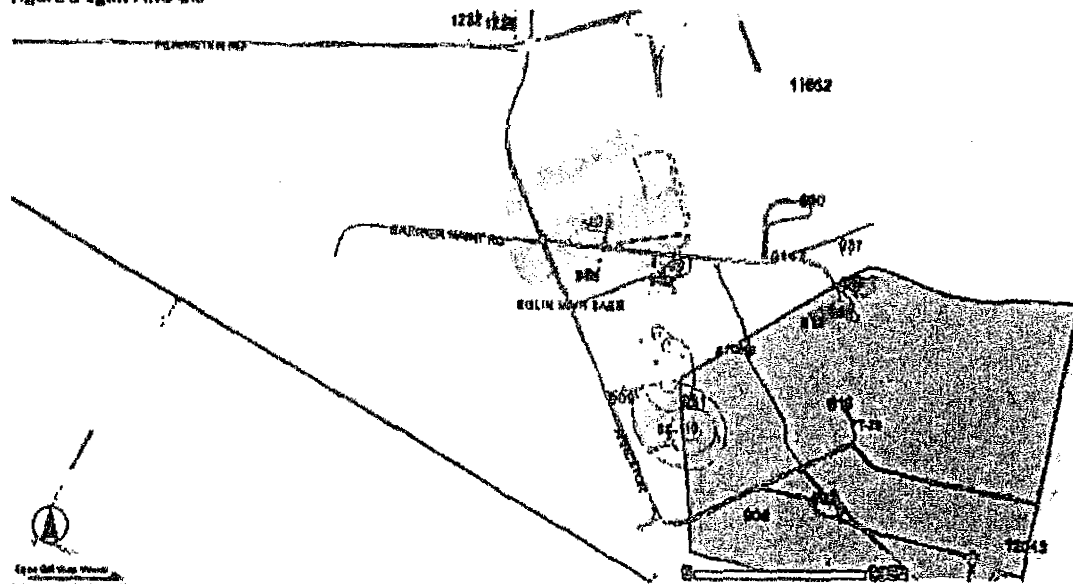


Figure 5 Eglin ARC GIS



2010 ADC Adjacent Property SS-119

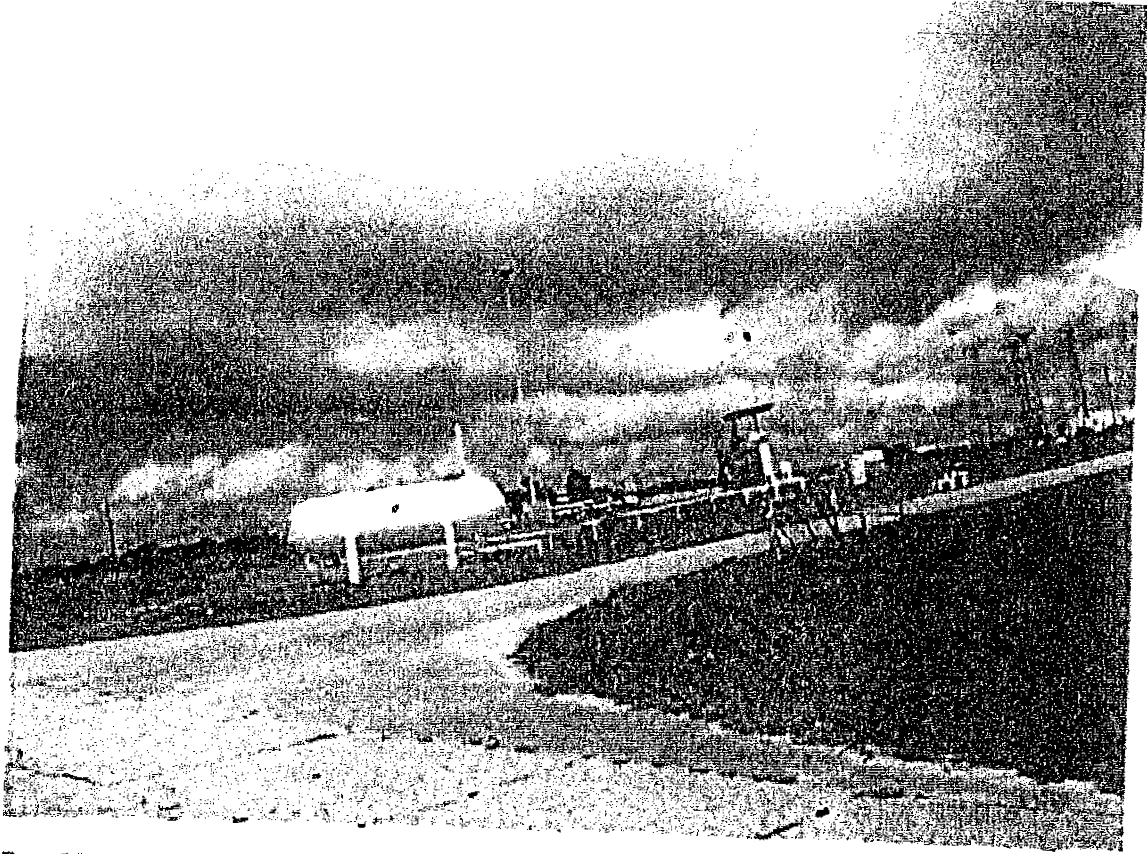


Figure 8 Structures (Propane Tank) adjacent to parcel proposed for use (Mr. Perkins)

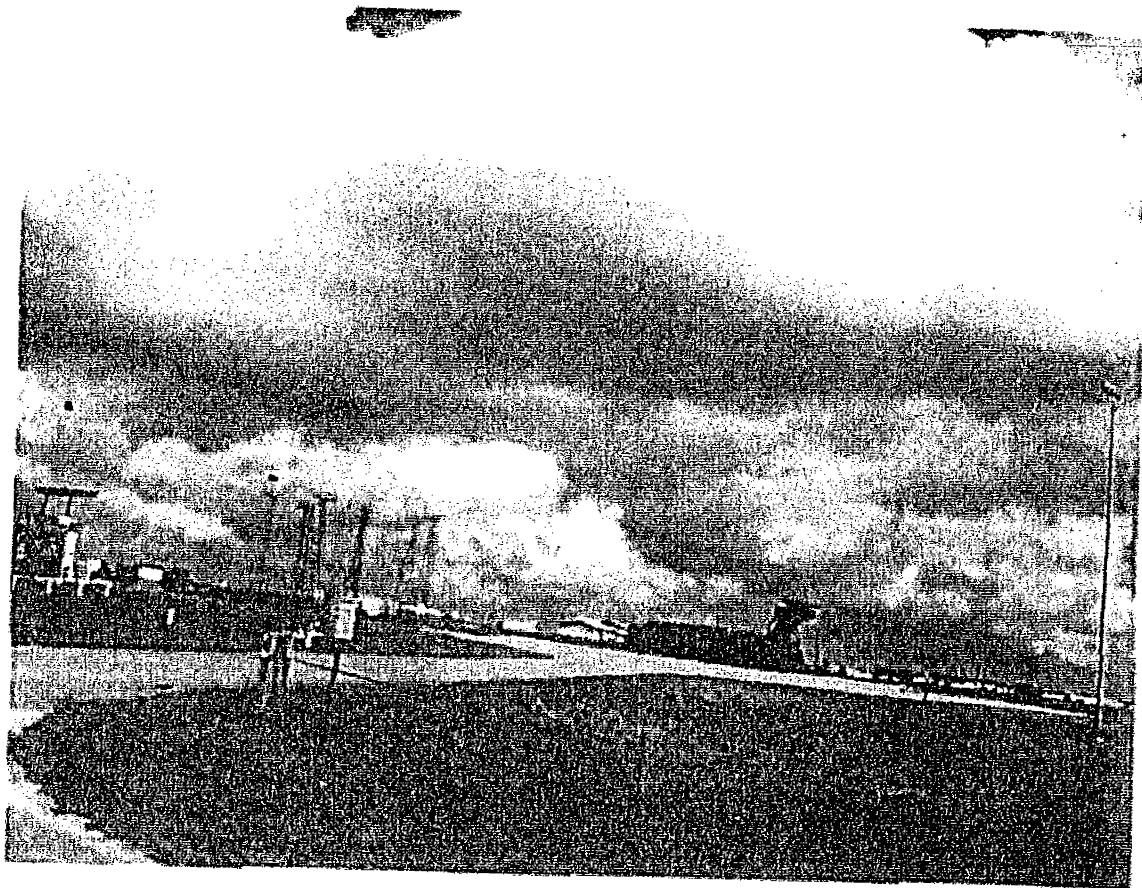


Figure 7 AOC IRP Site No. FT-28 (Mr. Parkins)

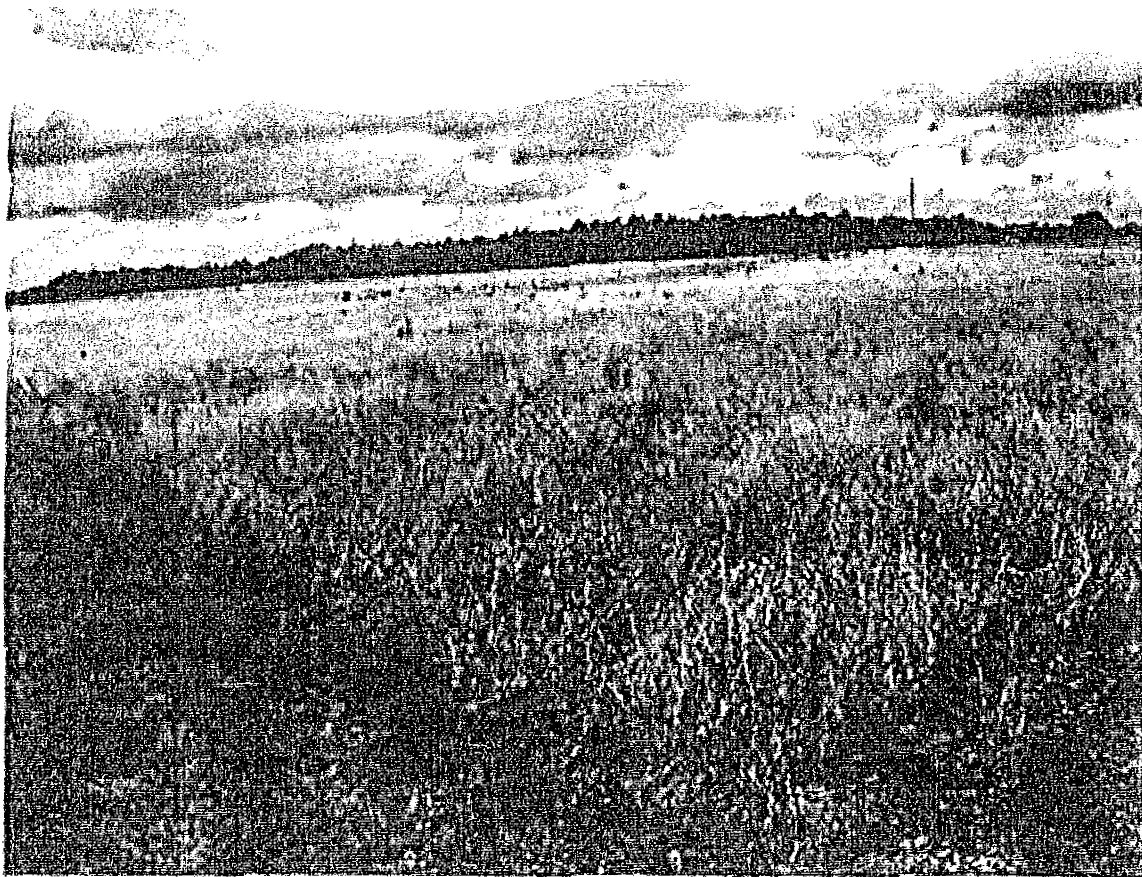


Figure B Proposed Location with wooded area in background (Mr. Perkins)

Appendix D: References

AFI 32-7066 *Environmental Baseline Surveys in real Estate Transactions* (25 April 1994)

AFI 32-9003 *Granting Temporary Use of Air Force Real Property* (19 August 1997)

AF Form 813, RCS 13-356 (attached)

ASTM E 1527 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (1 Nov 2005), Copyright ASTM international

Appendix E: Interviews

Per e-mail with Craig Bennett (Bioenvironmental Health) Drinking water will be provided via Eglin Water Wells which are free from contaminants.

Per e-mail with Alex Franco (Flight Safety) A flight safety concern is the proximity of the proposed location to the vertical landing (VL) pad off of TWY H about 1000 feet NE of the firestation. I just want to ensure that the fire station doesn't impinge on any imaginary surfaces associated with the VL pads.

Per e-mail with Ms. Lynn Shreve (Cultural Resource Mgr.) There are no Cultural concerns with the parcel.

Per e-mail with Mr. Tim Langley (Tank Program Mgr.) There are no known tanks on the subject property.

Per e-mail with Mr. Robert Stippich (Spills Program Mgr.) No history of spills on subject property.

Per e-mail with Mr. Stephen Kauffman (Special Waste Mgr.) No concerns with subject property.

Per e-mail with Mr. Russell Brown (Water Program Mgr.) No water concerns at the subject property.

Per e-mail with Mr. Leon Johnson (IRP Mgr.) the nearest sites of concern are: (Within proximity)

- **State Site 119 a Land Use Control site contaminated with VOCs, TCE, and PHs. Associated land and ground water use is restricted. Closed site.**
- **AOC 89 is associated with a ST-115 and FT-28. These two sites have land use restrictions on residential housing development and ground water use.**

Appendix F: AF Form 813 Request for Environmental Assessment

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS		Report Control Symbol					
		RCS: 13-358					
INSTRUCTIONS: Section I to be completed by Proponent. Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate form number(s).							
SECTION I - PROPONENT INFORMATION							
1. TO (Environmental Planning Function)		2. FROM (Proponent Organization and functional address symbol)		2a. TELEPHONE NO.			
98 CEG/CEVSP		GS-11 Glenn Wagner 98 CEG/CEAR		872-4344 x			
3. TITLE OF PROPOSED ACTION							
Flight line Fire Station Lease							
4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)							
(see attached)							
5. DESCRIPTION OF ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action)							
(see attached)							
6. UNIT ENVIRONMENTAL COORDINATOR (Name and Grade)		6a. SIGNATURE		6b. DATE			
Civ Dwight Barrong		ELECTRONICALLY SIGNED		8/5/2013			
SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY (Check appropriate box and describe potential environmental effects including cumulative effects) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect)				+	0	-	U
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)					X		
8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)					X		
9. WATER RESOURCES (Quality, quantity, source, etc.)					X		
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity distances, bird/wildlife aircraft hazard, etc.)					X		
11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)					X		
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, threatened or endangered species, etc.)					X		
13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)					X		
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)					X		
15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)					X		
16. OTHER (Potential impacts not addressed above.)					X		
SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION							

17.	<input checked="" type="checkbox"/>	PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX); 19 (see attached for description); OR
	<input type="checkbox"/>	PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.
18. REMARKS		
(see attached)		
19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION (Name and Grade)		19 a. SIGNATURE
Thomas L. Chavers, GS-13		\\ ELECTRONICALLY SIGNED \\
		19 b. DATE
		8/21/2013

AF FORM 813, 19990801 (EP-V1)

THIS FORM CONSOLIDATES AF FORMS 813 AND 814.

PAGE OF PAGE(S)

4.0 PURPOSE AND NEED FOR ACTION

Need to execute lease for construction of a flight line fire station. Lease will be to Okaloosa county who will utilize the site for the construction of a fire station. The fire station will be built using FAA grant funds and will be equiped and manned by Eglin AFB. Lease must be accomplished prior to Oct 2013 to obtain FAA funding.

5.0 DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES

5.1 Description of the Proposed Action

Real estate instrument preparation. Lease to Okaloosa County for fire station adjacent to flight line. RCS 13-331 has been completed for utility work required for construction. RCS 12-655 has been completed for construction of the station.

5.2 Description of Alternatives

No action.

17.0 CATEX DESCRIPTION (if any)

A2.3.19 Granting easements, leases, licenses, rights of entry, and permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded in accordance with this attachment. The EPF must document application of this CATEX on AF Form 813.

18.0 REMARKS

CATEX 19 provided that: (1) An EBS or Waiver may be required. (2) Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion for this proposed action will expire 5 years from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years, a new AF Form 813 must be submitted. (3) No comments on the lease but construction will have comments. Take reasonable precautions to minimize fugitive particulate (dust) emissions during any ground disturbing/construction/renovation activities IAW Chapter 62-296 Florida Administrative Code (FAC)(Rule 62-296). Contact Harry Fortenberry 882-7677 if you have further questions. If emergency generators, boilers, or other sources of air pollutants will be associated with this facility, coordinate with the 96 CEG/CEVC Air Quality Program Manager Mr. Harry Fortenberry, 882-7677 - a Title V permit revision may be required.

Complete the appropriate registration form(s) at the following website, https://em.eglin.af.mil/emc/emce/emcea/aqpweb/inventory_forms.asp and return completed form(s) to Mr. Fortenberry BEFORE source installation. Ensure generator engines are certified to meet 40 CFR Part 60 Subpart IIII - Standards of Performance for Stationary Compression Ignition Internal Combustion Engines or CFR Part 60 Subpart JJJJ - Standards of Performance for Stationary Spark Ignition Internal Combustion Engines. (4) No comments or concerns for providing lease agreement. However, requirements on RCS 13-331 and RCS 12-856 will need to be met prior to start of projects. POC: Jeremy Preston, 96 CEG/CEVSN, 883-1153 or Amanda Robydek, 96 CEG/CEVSNW, 882-8395. (5) Coordinate lease with Eglin Weapons Safety Office (96 TW/SEW). Lease must address restrictions for POV access to the fire station via explosives hazard zones encompassing Perimeter Road. If you have any questions contact Michael Burke, AAC/SEW, 882-7381. (6) Ensure Okaloosa County obtains all required water quality permits to construct the new fire station (drinking water, wastewater, stormwater and any new wells that may be necessary). Coordinate all permits with Russell Brown, 96 CEG/CEVC, 882-7660.

Appendix G: Environmental Professional Qualifications

ASTM E 1527 12.14 specifies the documentation of the environmental professional's qualifications in the appendix.

Mr. Perkins's qualifications include:

- Graduate of the 6 week Fuels Management Course (1979) Chanute AFB, IL.
- Worked as Fuels Distribution Operator at Kadena AB, Okinawa JP, 1979-1982.
- Three years of Fuels Hydrant Pumping System Operations and Management at Grand Forks AFB, ND, 1982-1983.
- Fuels Issue, Storage and Receipt supervisor at Castle AFB, CA, from 1983-1987.
- Hazwopper certification 2002-2008 at Eglin AFB, FL.
- Required to maintain a CDL with Tanker and Hazmat endorsements while operating Tanker Trucks at Eglin AFB, FL, from 2002-2008.
- Spill Response certification course 2002
- ECAMP Inspection team member (Internal) Eglin AFB, FL, 2011.
- NEPA analyst and Environmental Baseline Survey team member Eglin AFB.
- Conducted 3 Environmental Baseline Surveys while performing NEPA duties at Eglin AFB, FL from 2008-2013.
- Incident Investigator from 1987-2001

Mr. Perkins's experience in industrial and military spill prevention, safety mishap prevention expertise, combined with extensive environmental and inspection experience, qualifies him to identify potential spill sites or historic fill, spill or environmentally suspect sites. He is therefore a "qualified environmental professional."

Exhibit E – Areas of Special Notice
(To be added by Department of the Air Force)

Exhibit E – Areas of Special Notice

As of the date of lease execution, there are no Areas of Special Notice on the lease property. The Lessee will be notified if this changes during the period of the lease.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L15-0420-AP</u>	Tracking Number: <u>2443-17</u>
Contractor/Lessee Name: <u>USAF</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Acknowledgment of Exhibit D & Exhibit E</u>	
Date/Term: <u>12/19/2038</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Ø</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>STAGE</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Date: 6/6/2017
Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:


Risk Manager or designee

Date: 6/6/2017
Laura Porter or Krystal King

County Attorney Review

Approved as written:

See Approval dated

Date: 6/6/17

County Attorney: _____
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 06, 2017 12:03 PM
To: Matthew Young
Cc: Lynn Hoshihara; Greg Kisela
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Looks good Matthew!

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Tuesday, June 06, 2017 12:26 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Greg Kisela
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Attached is the revised June 20th Agenda for your approval, Ms. Parsons.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 ; Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Monday, June 05, 2017 12:04 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Greg Kisela
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

Good morning! I hope you all had a great weekend.

Ms. Parsons, I have attached a draft of the Agenda request that will correct, as I was informed, the ongoing error listed below. Thank you again for your assistance.
Have a great day.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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: Matthew Young
Sent: Wednesday, May 31, 2017 2:26 PM
To: 'Mindy Kovalsky' <mkovalsky@okaloosaclerk.com>; Marcella B. Eubanks <meubanks@okaloosaclerk.com>
Cc: Greg Kisela <gkisela@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

This discrepancy from 2013-2014 seems to be never ending...

Going through these antiquated files, I have found no e-mails stating Eglin would not sign an amendment.

Let me propose this discussed thought and see if you all concur. Since I was not here during this time, would it be *easier* to find the "missing" documentation that was omitted prior to the BCC signing, and submit the aforementioned documentation to the BCC on an upcoming meeting as a *ratification*? Will that resolve this matter?

The rabbit trails have looped back on themselves at Eglin, judging by the e-mails below.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Tuesday, May 30, 2017 8:52 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Marcella B. Eubanks <meubanks@okaloosaclerk.com>
Cc: Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Good morning,

I am following up on this.

What has Purchasing decided to do?

I know you were looking for an email stating that they would not sign an amendment. Has that been located?

Has legal been contacted for verification on if this lease can proceed without an amendment to include all missing documentation that was not provided to the BOCC for review prior to their signing?

Please advise.

Thank you,
Mindy



Mindy Kovalsky
Accountant, Okaloosa County Clerk of Courts
Tel: (850) 689-5000 x 4383
mkovalsky@okaloosaclerk.com | www.okaloosaclerk.com
302 N. Wilson Street, Suite 203, Crestview, FL 32536



How am I Doing?

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-----Original Message-----

From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Wednesday, March 22, 2017 10:13 AM

To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com>; Marcella B. Eubanks
<meubanks@okaloosaclerk.com>
Cc: Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: FW: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

Please see below.

Respectfully,

-----Original Message-----

From: WAGNER, GLENN GS-11 USAF AFMC 96 CEG/CEIAP [<mailto:glenn.wagner@us.af.mil>]
Sent: Wednesday, March 22, 2017 8:07 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Matthew,

Eglin is not aware of any reason this lease needs any amendment or modification. If there is still a change that the County feels needs to be made, please let me know and we will process it, but it will take several months due to all the reviews etc. that would be required.

Thanks,
Glenn

Glenn Wagner
Realty Specialist
Eglin AFB, FL
850-882-9046

-----Original Message-----

From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Wednesday, March 22, 2017 7:54 AM
To: WAGNER, GLENN GS-11 USAF AFMC 96 CEG/CEIAP <glenn.wagner@us.af.mil>
Subject: FW: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

Good morning, Mr. Wagner.

Here is the e-mail traffic I was discussing with you earlier. Simply put, I need to know whether or not the agreement needs to be modified. Thank you for your assistance with this matter, Sir.

Respectfully,

From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Tuesday, March 21, 2017 3:15 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>
Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com>
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Good afternoon.

I just wanted to follow up and see where we were on this issue?

Please advise.

Thank you,

Mindy

<<http://www.okaloosaclerk.com>>

Mindy Kovalsky

Accountant

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4383 | Fax: (850) 689-5882 <[tel:\(850\)20689-5000x204383](tel:(850)20689-5000x204383)> | <[tel:\(850\)20689-5882](tel:(850)20689-5882)>

mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

www.okaloosaclerk.com <<http://www.okaloosaclerk.com>>

302 N. Wilson Street, Suite 203 | Crestview, FL 32536

<<https://www.google.com/maps/place/602B+North+Pearl+Street,+Crestview,+FL+32536>>

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From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]

Sent: Thursday, March 02, 2017 8:56 AM

To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >

Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Importance: High

I have not found the e-mail yet, Ma'am. I've been going through some of the old binders to try and locate any record of it. No luck just yet. I understand Mr. Wagner, on Eglin has been busy, too.

Respectfully,

From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]

Sent: Thursday, March 02, 2017 8:41 AM

To: Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >

Cc: Matthew Young <myoung@co.okaloosa.fl.us <<mailto:myoung@co.okaloosa.fl.us>> >

Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Good morning, Greg.

I am following up on the emails below.

Have you found the email yet?

Has legal made a determination on the next step and what constitutes a "complete" document in this case?

Please advise.

Thank you,

Mindy

<http://www.okaloosaclerk.com>

Mindy Kovalsky

Accountant

,

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4383 | Fax: (850) 689-5882 <[tel:\(850\)20689-5000x2043832020Fax:20\(850\)20689-5882](tel:(850)20689-5000x2043832020Fax:20(850)20689-5882)>

mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

|

www.okaloosaclerk.com <<http://www.okaloosaclerk.com>>

302 N. Wilson Street, Suite 203 | Crestview, FL 32536

<<https://www.google.com/maps/place/602B+North+Pearl+Street,+Crestview,+FL+32536>>

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From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]
Sent: Monday, February 20, 2017 1:01 PM
To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >
Cc: Matthew Young <myoung@co.okaloosa.fl.us <<mailto:myoung@co.okaloosa.fl.us>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

I understand better after reading the e-mail. We will chase it down.

From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Monday, February 20, 2017 12:59 PM
To: Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >
Cc: Matthew Young <myoung@co.okaloosa.fl.us <<mailto:myoung@co.okaloosa.fl.us>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Thank you, Greg.

However, reading this, it does not appear that he said they wouldn't do it, but more that he was looking for clarification on why this was necessary?

Thoughts?

<<http://www.okaloosaclerk.com>>

Mindy Kovalsky

Accountant

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4383 | Fax: (850) 689-5882 <tel:(850)%20689-5000%20x%204383%20|%20Fax:%20(850)%20689-5882>

mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

www.okaloosaclerk.com <<http://www.okaloosaclerk.com>>

302 N. Wilson Street, Suite 203 | Crestview, FL 32536

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From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]

Sent: Monday, February 20, 2017 12:49 PM

To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >

Cc: Matthew Young <myoung@co.okaloosa.fl.us <<mailto:myoung@co.okaloosa.fl.us>> >

Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Mindy: The below e-mail from Glen Wagner is the end of the "rabbit trail" on the lease. We have made contact with Mr. Wagner on other enhanced use issues and let me see if we can resolve the unanswered questions on this lease.

Matthew: See me on this issue.

Greg Kisela

Purchasing Director

Okaloosa County BCC

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-----Original Message-----

From: WAGNER, GLENN GS-11 USAF AFMC 96 CEG/CELAP [<mailto:glenn.wagner@us.af.mil>]

Sent: Monday, October 24, 2016 12:41 PM

To: Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >; HOPKINS-SOHA, ELAINE E GS-12 USAF AFMC 96 CEG/CENMP <elaine.hopkins-soha@us.af.mil <<mailto:elaine.hopkins-soha@us.af.mil>> >

Subject: RE: ARFF Lease

Zan,

I'm the person to talk to about the lease. Can you tell me why you believe the exhibits D and E were submitted to you after signature? I show exhibit D being the EBS and it was done in Oct 2013 and not sure why you wouldn't have gotten it right away. I don't see an exhibit E on the document, can you tell me what that is? Also, it was signed by the director of AFCEC so any amendment will have to go to that level to be signed. It will take

several weeks, months to get that completed even though it's just a housekeeping amendment.

Glenn Wagner

Realty Specialist

Eglin AFB, FL

850-882-9046

From: Greg Kisela

Sent: Monday, February 20, 2017 12:28 PM

To: 'Mindy Kovalsky' <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >

Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Mindy: I believe it was an e-mail from Glen Wagner. I will look for it.

Greg Kisela

Purchasing Director

Okaloosa County BCC

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From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Monday, February 20, 2017 12:26 PM
To: Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >; Greg
Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Greg,

Do you know if the USAF emailed her directly or was this a verbal conversation?

If they emailed her their unwillingness to sign the amendment, would you please forward that to me so that I may include that in the file?

Thanks,

Mindy

<<http://www.okaloosaclerk.com>>

Mindy Kovalsky

Accountant

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4383 | Fax: (850) 689-5882 <[tel:\(850\)20689-5000](tel:(850)20689-5000)&[204383](tel:(850)20689-5882)&[20689-5882](tel:(850)20689-5882)>

mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

www.okaloosaclerk.com <<http://www.okaloosaclerk.com>>

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From: Marcella B. Eubanks
Sent: Thursday, February 16, 2017 1:13 PM
To: Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >; Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

Hmmm, interesting. I guess Purchasing will work with County Legal on what constitutes a “complete” final document.

Please let us know when you have that worked through completion that we may further process this file to include the required “Recording”.

Please also keep in mind this involves multiple funding streams including grant funds.

Thank you, Mindy/Greg for continuing to work this issue.

<<http://www.okaloosaclerk.com>>

Marcella B. Eubanks

Contracts and Grants Manager, CPM

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4381 | Fax: (850) 689-5882 <tel:(850)%20689-5000%20x%204381%20|%20Fax:%20(850)%20689-5882>

meubanks@okaloosaclerk.com <mailto:meubanks@okaloosaclerk.com>

|
www.okaloosaclerk.com <http://www.okaloosaclerk.com>

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From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]
Sent: Thursday, February 16, 2017 12:51 PM
To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <mailto:mkovalsky@okaloosaclerk.com> >
Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com <mailto:meubanks@okaloosaclerk.com> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Mindy: I spoke to Zan on this lease and she told me she had e-mailed the Eglin representative late last year and they were unwilling to process an amendment. They believed the document reflected the needs of Eglin correctly.

Greg Kisela

Purchasing Director

Okaloosa County BCC

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From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Thursday, February 16, 2017 11:54 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >
Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014
Importance: High

Good afternoon, Greg.

I was wondering if you had an update on this amendment?

Please advise.

Thank you,

Mindy

<<http://www.okaloosaclerk.com>>

Mindy Kovalsky

Accountant

Okaloosa County Clerk of Courts

Tel:

(850) 689-5000 x 4383 | Fax: (850) 689-5882 <tel:(850)%20689-5000%20x%204383%20|%20Fax:%20(850)%20689-5882>

mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

www.okaloosaclerk.com <<http://www.okaloosaclerk.com>>

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From: Marcella B. Eubanks

Sent: Friday, January 06, 2017 10:12 AM

To: Greg Kisela <gkisela@co.okaloosa.fl.us <<mailto:gkisela@co.okaloosa.fl.us>> >

Cc: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >

Subject: FW: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

<<http://www.okaloosaclerk.com>>

Marcella B. Eubanks

Contracts and Grants Manager, CPM

Okaloosa County Clerk of Courts

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From: Zan Fedorak [<mailto:zfedorak@co.okaloosa.fl.us>]

Sent: Monday, October 24, 2016 10:25 AM

To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <mailto:mkovalsky@okaloosaclerk.com> >

Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com <mailto:meubanks@okaloosaclerk.com> >

Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

The amendment has been forwarded to Eglin representatives. I'll keep you posted.

Thanks

Zan

From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]
Sent: Friday, September 09, 2016 8:36 AM
To: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us <<mailto:lhoshihara@co.okaloosa.fl.us>> >; Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >
Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >; Parsons, Kerry <KParsons@ngn-tally.com <<mailto:KParsons@ngn-tally.com>> >; Charles Powell <cpowell@co.okaloosa.fl.us <<mailto:cpowell@co.okaloosa.fl.us>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Thank you, Lynn.

Zan, can you tell me when you are planning on taking this to the Board? September 20th?

Please advise.

Thanks,

Mindy

From: Lynn Hoshihara [<mailto:lhoshihara@co.okaloosa.fl.us>]
Sent: Wednesday, September 07, 2016 5:11 PM
To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >
Cc: Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >; Parsons, Kerry <KParsons@ngn-tally.com <<mailto:KParsons@ngn-tally.com>> >; Charles Powell <cpowell@co.okaloosa.fl.us <<mailto:cpowell@co.okaloosa.fl.us>> >
Subject: Re: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Attached is the revised amendment.

Lynn M. Hoshihara

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From: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >
Sent: Tuesday, September 6, 2016 12:53 PM
To: Zan Fedorak
Cc: Marcella B. Eubanks; Parsons, Kerry; Lynn Hoshihara; Charles Powell
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Good morning,

I am following up on the issue of the ARFF lease. I know there has been further dialogue on this, however, I have not heard of any information pertaining to when this amendment will be going to the board.

Can you please tell me when you are taking this to the board?

Please advise.

Thank you,

Mindy

From: Lynn Hoshihara [<mailto:lhoshihara@co.okaloosa.fl.us>]
Sent: Friday, August 12, 2016 12:32 PM
To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >
Cc: Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >; Parsons, Kerry <KParsons@ngn-tally.com <<mailto:KParsons@ngn-tally.com>> >
Subject: Re: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Yes, the highlighted words need to be removed. Thanks for catching that Mindy. I'll send out a revised version shortly.

On Aug 12, 2016, at 11:22 AM, Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> > wrote:

Good morning,

Thank you, Lynn for the full update. I do have one question pertaining to the amendment that you attached. Where it says "In Witness Whereof, the parties hereto have executed the renewal and amendment as of the day and year first written". Should the highlighted language be removed from the Amendment?

Thank you,

Mindy

From: Lynn Hoshihara [<mailto:lhoshihara@co.okaloosa.fl.us>]
Sent: Wednesday, August 10, 2016 3:37 PM
To: Mindy Kovalsky <mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>> >; Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >; Marcella B. Eubanks <meubanks@okaloosaclerk.com <<mailto:meubanks@okaloosaclerk.com>> >
Cc: Parsons, Kerry <KParsons@ngn-tally.com <<mailto:KParsons@ngn-tally.com>> >
Subject: RE: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Good afternoon,

Attached is a draft Amendment No. 1 to the ARFF lease with Eglin. The issues raised by Contracts & Grants, and our responses to same, are as follows:

- 1) Exhibits D and E were provided after the Board signed the lease.
 - The attached amendment will incorporate Exhibits D and E
 - Zan, please make sure Purchasing or the Airports includes the appropriate exhibits
- 2) The date on the first page of the lease does not state a "date made."
 - Unless otherwise stated in the Lease, the effective date will be upon full execution of the Lease. In this case, the County signed on December 17th, but the AFB did not sign until December 20th. Therefore, the effective date of the Lease is December 20, 2013.
 - I have clarified the effective date in the attached amendment.
- 3) On the operating agreement, the description of who was signing for the Air Force was covered with white

out. Therefore, we have no way of confirming who signed.

- In my opinion, this does not affect the validity of the operating agreement. However, I recommend that Zan get confirmation from the AFB as to the signatory's identity for record-keeping purposes only.

Thanks,

Lynn

From: Mindy Kovalsky [<mailto:mkovalsky@okaloosaclerk.com>]

Sent: Tuesday, August 09, 2016 9:18 AM

To: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us <<mailto:lhoshihara@co.okaloosa.fl.us>> >; Zan Fedorak <zfedorak@co.okaloosa.fl.us <<mailto:zfedorak@co.okaloosa.fl.us>> >

Subject: USAF-AFMC-FTFA-14-2-0030 ARFF Lease from 2013-2014

Importance: High

Good morning.

This Lease originally went to the board in December 2013.

I am following up on the lease stated above. This situation has been ongoing since the end of 2013/beginning of 2014.

Correspondence with both purchasing and legal in May indicated that an amendment was being prepared for the board to sign including the missing attachments and dates. Please see attached correspondence. To date, there has been no follow up information provided as to what is being done with this lease. Last correspondence received was in May 2016.

Please provide an update as soon as possible as to where this lease is in the amendment process.

Thank you,

Mindy Kovalsky

<image001.png>

Mindy Kovalsky

Accountant

Okaloosa County Clerk of Circuit Court

Contracts and Grants

302 N. Wilson Street, Suite 203

Crestview, FL 32536

Tel: (850) 689-5000 x 4383

Fax: (850) 689-5882

My new email address is mkovalsky@okaloosaclerk.com <<mailto:mkovalsky@okaloosaclerk.com>>

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