

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2015

Contract/Lease Control #: L15-0421-AP

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: FAA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2015

Term: 09/30/2035

Description of Contract/Lease: MOA DTFAEN-15-L-00147

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

2 m a l i a

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LIS-0421-AP Tracking Number: 1267-15
 Grant Funded: YES ___ NO X
 Contractor/Lessee Name: MOA
 Purpose: FAA Request to combine four leases into one
 Date/Term: 9-30-35
 Amount: N-A
 Department: AP
 Dept. Monitor Name: Norman / Finier
 Document has been reviewed and includes any attachments or exhibits.

1. GREATER THAN \$50,000
 2. GREATER THAN \$25,000
 3. \$25,000 OR LESS

Purchasing Review

Procurement requirements are met:
[Signature] Date: 1-29-15
 Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
[Signature] Date: 2-2-15
 Risk Manager or designee Kay Godwin or Krystal King

County Attorney Review

Approved as written:
[Signature] Date: 2-2-15
 County Attorney Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

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

To Dave 2/2/15

**LEASE # L15-0421-AP
FAA
MOA (DTFAEN-15-L-00147)
EXPIRES: 09/30/2035**

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFAEN- 15 - L - 00147

Geographical Location: Crestview, Florida

This agreement is made and entered into by the **Board of Commissioners, Okaloosa County Bob Sikes Airport**, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **October 1, 2015** and continuing through **September 30, 2035**. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

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

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

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

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

2. CONSIDERATION (Aug- 02):

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

3. PURPOSE (Apr-05):

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

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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4. FAA FACILITIES (Apr-05)

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

5. TITLE TO IMPROVEMENTS (Apr-05):

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

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

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

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

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

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

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

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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9. NON-RESTORATION (Oct-96):

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

10. NOTICES (Oct-96):

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

AIRPORT:

**BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY
BOB SIKES AIRPORT
1701 STATE ROAD 85 NORTH
ELGLIN AFB, FL 32542**

FEDERAL AVIATION ADMINISTRATION:

**FEDERAL AVIATION ADMINISTRATION
SOUTHERN REGION, ALO-620
1701 COLUMBIA AVENUE
COLLEGE PARK, GA 30337**

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease number **DTFAEN- 15 - L - 00147**. Land Lease **DTFA06- 01 - L - 03354, DOTFA82SO-12977, DTFA06-98-L-17661, DTFA06-98-L-17662** is hereby terminated.

12. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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13. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.


14. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

15. SIGNATURES (Apr-04):

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

LESSOR:


Nathan O. Boyles



Date: Feb. 19, 2015

BOARD OF COMMISSIONERS, OKALOOSA COUNTY

UNITED STATES OF AMERICA:


Stacie Huelsbeck

Date: 3/4/2015

STACIE HUELSBECK

REAL ESTATE CONTRACTING OFFICER

1.3.3 No Cost Land on an Airport Memorandum of Agreement

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Dated January 16, 2015

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAEN- 15 - L - 00147

BOB SIKES AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	(CEW) ASOS	Support	14017	Previous Lease # DTFA06-01-L-03354
2	(CEW) LOC	17	12499	Previous Lease # DOTFA82SO-12977
3	(CEW) VASI	17/35	12335	Previous Lease # DTFA06-98-L-17661
4	(CEW) GS	17/35	12846	Previous Lease # DTFA06-98-L-17662

CERTIFICATE OF AUTHORIZATION

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I, Nathan D. Boyles, certify that I am the Chairman.
(Name) (Title)

of the Okaloosa County BOCC named in the foregoing agreement; and that
(State, County, Municipality, or other Public Authority)

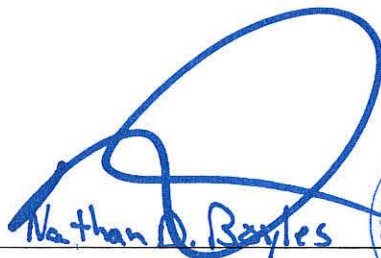
Nathan D. Boyles who signed said agreement on behalf of the
(Name)

Okaloosa County BSAP was then Chairman
(State, County, Municipality, or other Public Authority) (Title)

of said Okaloosa County BOCC. That said agreement was duly signed for and on
(State, County, Municipality, or other Public Authority)

behalf of Okaloosa County BSAP by authority of its governing body, and is
(State, County, Municipality, or other Public Authority)

within the scope of its powers.


Nathan D. Boyles



(CORPORATE SEAL)

NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Okaloosa

On this, the 19th day of February, Two Thousand Fifteen

before me, Mary Carson a Notary Public in and for the

County of Okaloosa, State of Florida, duly

commissioned and qualified, personally appeared, Nathan D. Boyles known to me to be the person described in and whose name is subscribed to the attached instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal, at my office the day and year in this certificate first written above.

By: Mary L. Carson



My Commission Expires: _____