

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 9/19/07

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton  
Phone: 292-3518

---

AGENDA ITEM WORDING: Approval of supplemental lease agreement with the Federal Aviation Administration for office space at the Key West International Airport.

---

ITEM BACKGROUND: Lease is for the term of 10/1/06 through 9/30/07, with one year options to 9/30/11.

---

PREVIOUS RELEVANT BOCC ACTION: Approval of lease agreement dated August 21, 2001.

---

CONTRACT/AGREEMENT CHANGES: Extends term to 9/30/11, and adjusts rent to current Rates & Charges.

---

STAFF RECOMMENDATION: Approval

---

TOTAL COST: None

BUDGETED: n/a

COST TO AIRPORT: None

SOURCE OF FUNDS: n/a

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: \$8,112.72 - 10/06-9/07  
\$10,845.45 – commencing 10/07

APPROVED BY: County Attorney X    OMB/Purchasing X    Risk Management X

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

/bev  
AO  
11/06

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract #

Contract with: Federal Aviation Administration

Effective Date: 10/1/06

Expiration Date: 9/30/11

Contract Purpose/Description: Supplemental agreement for office space at the Key West International Airport

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/ Stop)

for BOCC meeting on: 9/19/07

Agenda Deadline: 9/4/07

**CONTRACT COSTS**

Total Dollar Value of Contract: Revenue producing

Current Year Portion: n/a

Budgeted? n/a

Account Codes: n/a

Grant: n/a

County Match: n/a

**ADDITIONAL COSTS**

Estimated Ongoing Costs: n/a  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>8/30/07</u>	( ) (X)	<u>PTH</u>	<u>8/30/07</u>
Risk Management	<u>8/27/07</u>	( ) (X)	<u>M. Slom</u> for Risk Management	<u>8/27/07</u>
O.M.B./Purchasing	<u>8/27/07</u>	( ) ( )	<u>[Signature]</u> for OMB	<u>8/28/07</u>
County Attorney	<u>1/1</u>	( ) ( )	<u>Pedro Mercado</u> County Attorney	<u>8/27/07</u>

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHERN REGION, ASO-53

Supplemental Agreement No. 1  
Lease No.: DTFA06-02-L-00365  
Facility: AFSSC Office Space  
Location: Key West, FL

THIS SUPPLEMENTAL AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between BOARD OF COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter called the Lessor, and the United States of America, acting by and through the DEPARTMENT OF TRANSPORTATION, Federal Aviation Administration, Southern Region, P.O. Box 20636, Atlanta, Georgia 30320, hereinafter called the Government;

WHEREAS, it is the desire of the parties to amend said Lease Number DTFA06-02-L-00365 dated August 21, 2001, whereby the Lessor leases to the Government Approximately 231 square feet of net usable space located on the second floor of the Terminal Building, Key West International Airport, Key West, Monroe County, Florida.

NOW THEREFORE, the parties hereto covenant and agree that said lease contract is hereby amended as follows without change in the terms and conditions specified therein, unless herein provided effective as of the date first written above.

Article 3 is deleted in its entirety, and the following is substituted therefore:

3. RENEWAL

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30<sup>th</sup> day of September, 2011; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

Article 4 is amended as follows:

4. CONSIDERATION

Rent in the amount of \$8,112.72 for the rental term of 10/01/06 through 09/30/07 at the rate of 35.12 square feet shall be payable to the Lessor in arrears.

Rent in the amount of \$10,845.45 per year, or \$903.78 per month shall be payable to the LESSOR at the end of each month in the amount of \$676.06 per month, without the submission of invoices or vouchers. Subject to available appropriations. The applicable annual rental rates beginning October 1, 2007, to the premises covered by this lease are \$46.95 per square foot for space. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Checks will be made payable to:

Board of Commissioners of Monroe County, Florida  
c/o Director of Airports,  
Key West International Airport  
3491 South Roosevelt Boulevard,  
Key West, Florida 33040

010111

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHERN REGION, ASO-53

Supplemental Agreement No. 1  
Lease No.: DTFA06-02-L-00365  
Facility: AFSSC Office Space  
Location: Key West, FL

**All other terms and conditions of the lease remain unchanged.**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

LESSOR:  
**Board of County Commissioners  
of Monroe County, Florida**

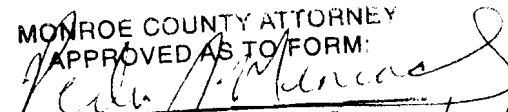
UNITED STATES OF AMERICA  
**Department of Transportation  
Federal Aviation Administration**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Real Estate Contracting Officer  
Title

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date 8/21/07

COURT

FEDERAL AVIATION ADMINISTRATION  
LAND LEASE

U.S. Department  
of Transportation

Lease No. DTFA06-02-L-00365  
Facility: AFSSC  
Location: Key West, Florida

LEASE

Between

BOARD OF COMMISSIONERS OF MONROE COUNTY, FLORIDA

and

THE UNITED STATES OF AMERICA

THIS LEASE made and entered into this 21st day of August, 2001 by and between the Board of Commissioners of Monroe County, Florida whose address is Board of Commissioners of Monroe County, Florida c/o Director of Airports, Key West International Airport, 3491 South Roosevelt Blvd., Key West Florida 33040 for itself or its, successors, and assigns, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

Approximately 231 net usable square feet of office space located on the second floor of the terminal building, Key West International Airport, Key West, Monroe County, Florida. The space is identified as Room No. 202.

2. TERM

To have and to hold said premises with their appurtenances for the term beginning October 1, 2001 through September 30, 2002, subject to termination and renewal rights as may be hereinafter set forth.

3. RENEWAL

This lease may, at the option of the Government, be renewed from year to year upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2006.

4. CONSIDERATION

The Government shall pay the Lessor rental for the premises in the amount of \$6,179.25 per year. Payments shall be made in arrears at the end of each month without the submission of

invoices or vouchers, subject to available appropriations. Rent for a lesser period shall be prorated.. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made. Checks will be made payable to:

Board of Commissioners of Monroe County, Florida  
c/o Director of Airports  
Key West International Airport  
3491 South Roosevelt Blvd.  
Key West Florida 33040

#### 5. TERMINATION

The Government may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing. Said notice shall be sent by certified or registered mail.

#### 6. RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the space, which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all improvements made to the space by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing. Notwithstanding the foregoing, the Government shall take reasonable care of the premises and shall, in the event it damages, destroys or fails to reasonably maintain the same, compensate the Lessor for Lessor's additional costs resulting therefrom.

#### 7. ALTERATIONS.

The Government shall have the right during the existence of this lease to make non-structural alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Notwithstanding the foregoing, no alteration, attachment or erection shall occur without the prior written approval of the Lessor's Airport Director, which approval shall not be unreasonably withheld or delayed; and, in addition, upon any removal of any of such alteration, fixtures or signs, if the removal damages or mars the premises in any manner, the same shall be restored by the Government at its cost prior to the end of the lease term.

#### 8. SERVICES AND FACILITIES

The Lessor shall furnish to the Government, as part of the rental consideration, the following:

(a) **HEATING, AIR CONDITIONING AND VENTILATION (HVAC):** The Lessor shall furnish heating, air conditioning and ventilation systems that provide for the comfortable occupancy of the leased premises. Temperatures shall be thermostatically controlled to maintain temperature not lower than 70 degrees Fahrenheit during the heating season and not higher than 78 degrees Fahrenheit during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the Government's hours of operation.

(b) **HVAC MAINTENANCE:** The Lessor shall provide all preventive and periodic maintenance and repair of Lessor's HVAC equipment.

(c) **ELECTRICITY:** The Lessor shall pay for electrical power serving the leased premises, including without limitation, electrical power for the operation of lights, communication, equipment and office machines.

(d) **LIGHTING:** The Lessor shall provide operational lighting fixtures including ballasts for any fluorescent units, light bulbs and tubes within the leased premises.

(e) **DRINKING FOUNTAINS:** The Lessor shall furnish all equipment for a system to supply chilled potable clear drinking water within reasonable proximity of the leased premises.

(f) **TOILET FACILITIES:** The Lessor shall provide operational toilet facilities for women and operational toilet facilities for men within reasonable proximity of the leased premises.

(g) **DISPOSAL SERVICE:** The Lessor shall provide solid waste disposal services for the leased premises.

(h) **PEST CONTROL:** The Lessor shall provide extermination and pest control services to the leased premises.

(i) **SECURITY:** The Lessor shall provide security to prevent illegal entry, loitering or unauthorized entry to the leased premises.

(j) **PAINTING:** The Lessor shall accomplish interior repainting and redecoration of the leased premises not less than once every five years of Government occupancy under this lease.

(k) **WINDOW COVERINGS:** The Lessor shall provide standard window coverings, i.e. blinds or draperies, for all exterior windows within the lease premises including repair and replacement of such as may be required.

(l) **PARKING:** The Lessor shall provide, at no additional cost to the Government, a minimum of one parking space for official Government vehicles. FAA employee and visitor parking shall be at or within close proximity of the Terminal Building, Key West International Airport, Key West, Florida.

## **9. SECURITY CHECKS FOR CONTRACTORS IN LEASED SPACE**

In accordance with FAA security order 1600.69, Facility Security Management Program, the Lessor shall provide a level of security that reasonably deters unauthorized entry to the leased premises during non-duty hours, and deters loitering or disruptive acts in and around said leased premises during duty hours.

In addition, consistent with Appendices 9 and 10 of FAA order 1600.1D, Personnel Security Program, personnel information shall be submitted to the Government for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who perform work on the leased premises under the following situations:

(a) If the cumulative work activities for any employee (i.e. janitorial, construction contractors, etc.) is expected to exceed 180 calendar days during a 1-year period, the lessor shall forward to the Government:

(1) a quarterly report listing by full name in alphabetical order with the date of birth and social security number of all contractor personnel who had access to FAA facilities, resources and sensitive information anytime during the report period.

(2) two (2) completed fingerprint cards (FD-258). All fingerprint cards shall be printed in black ink or typewritten with all answerable question blocks completed, and shall be signed and dated.

(3) completed Questionnaire for Public Trust Position (SF-85P). The SF-85P shall be completed (all questions answered) in accordance with the instruction sheet.

(4) and completed identification card application (DOT F1681) with appropriate pictures.

(b) If the cumulative work activities for construction-type work with a cumulative duration of less than 180 calendar days over a 1-year period, the Government shall be provided only the completed employee

fact sheet (Records Check Request form) outlined in paragraph a(2) above. If local facility security measures require employees to display Government-issued picture identification badges, then the Lessor shall furnish to the Government completed identification card application (DOT F1681) outlined in paragraph a (1).

The Lessor is required to provide to the Government the required personnel information for existing employees within 10 calendar days after acceptance of this clause. Upon receipt of the information from the Lessor, the Government will conduct personnel security checks of those contractor employees outlined in paragraph a (1). The Government shall advise the Lessor, in writing, if a contractor employee is found to be unsuitable for access to FAA leased premises. Upon receipt of the written determination, the "unsuitable" employee will be immediately removed from the Government leased premises. Further, the Lessor will provide the FAA the required personnel security information for any new contractor employee hired after the date of acceptance of this clause within 10 calendar days.

#### 10. ERECTION OF SIGNS.

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility so long as prior thereto written approval from the Lessor's Airport Director is obtained, which approval shall not be unreasonably withheld or delayed. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

#### 11. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto. As provided in Paragraph 5 above, the Government shall take reasonable care of the premises to not unduly damage or cause wear therein, and shall, in the event of a lack of care causing undue damage or wear, reimburse the Lessor's additional costs resulting therefrom upon being invoiced therefor.

#### 12. DAMAGE BY FIRE OR OTHER CASUALTY.

If the premises are totally destroyed by fire or other casualty or are destroyed to such an extent as to render them unusable, then this Lease shall terminate effective as of such casualty and the Government shall vacate the premises as soon as reasonably possible. So long as the Government promptly vacates the premises following the casualty, no rentals shall accrue after the casualty. In case of partial destruction or damage to the premises by fire or other casualty so as to presently render the premises untenable, as determined by the Government, the Government may terminate this Lease effective fifteen (15) days following the Government's provision of written notice thereof to the Lessor; and, if so terminated, no rentals will accrue to the Lessor after such partial destruction or damage, so long as the Government vacates the premises at the end of such fifteen (15) day period. If the Government does not elect to terminate this Lease as a result of partial damage, the rental payable hereunder shall be reduced proportionately to the extent of the reduced tenantability, as evidenced by a supplemental agreement to be signed by the parties hereto, and effective from the date of such partial destruction.

#### 13. APPLICABLE CODES AND ORDINANCES.

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at Lessor's own expense, to obtain all necessary permits and related items.

#### 14. INSPECTION OF PREMISES.

At all times after receipt of offers, prior to or after acceptance of any offers, or during any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met. Additionally, the Government reserves the right, upon reasonable notice, to inspect and perform bulk sampling and analysis of suspected asbestos containing materials and to monitor the air for asbestos fibers in the space offered or under lease as well as other areas of the building deemed necessary by the Contracting Officer. Also, the Government shall have the right to inspect the premises for any leaks, spills, or other potentially hazardous conditions, which may involve tenant exposure to Polychlorinated Biphenyls (PCBs).

#### 15. NOTIFICATION OF PCB HAZARDOUS CONDITION.

The Lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions, which involve PCBs in any area of the building.

#### 16. TERMINATION—ERRONEOUS REPRESENTATION CONCERNING POLYCHLORINATED BIPHENYLS (PCBs).

If it is determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with EPA regulations, or alternately the Government may terminate the lease. This is in addition to other remedies available to the Government.

#### 17. WARRANTY OF SPACE.

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement.

(b) If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action as might be required by the Toxic Substance Control Act.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the Government or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an

abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

#### 18. CLAUSES INCORPORATED BY REFERENCE.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.203-3	GRATUITIES.
52.203-5	COVENANT AGAINST CONTINGENT FEES.
52.203-7	ANTI-KICKBACK PROCEDURES.
52.233-1	DISPUTES.

#### 19. DEFINITIONS.

- (a) The terms "contract" and "Contractor" shall mean "lease" and "Lessor", respectively.
- (b) If the lease is a sub-lease, the term "Lessor" means the sub-lessor.
- (c) The term "Lessor shall provide" means the Lessor shall furnish and install.
- (d) The term "Contracting Officer" shall mean any person who, either by virtue of his/her position or by appointment in accordance with prescribed regulations, is vested with the authority to enter into and administer contracts and make determinations and findings with respect thereto, or with any part of such authority.
- (e) The term "Contracting Officer Representative" shall mean the designated person to act as the authorized representative of the Contracting Officer, and whose scope and limitation of authority must be in writing.
- (f) The term "beneficial occupancy date" (BOD) shall be the date as stated in Article 2, or some other date mutually agreed upon between the Lessor and the Government. The parties hereto shall enter into a supplemental agreement effectuating the actual BOD if other than stated in Article 2.

#### 20. FAILURE IN PERFORMANCE.

The covenant to pay rent and to provide any service, utility, maintenance, or repair required under this lease are dependent. If the Lessor, upon notice from the Government, and within a reasonable time, fails to provide any of these items, the Government may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments. Alternately, the Government may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer. These remedies are not exclusive and are in addition to any other remedies, which may be available under this contract or in the law. Any determination by the Contracting Officer must be reasonable. In the event the Government fails to perform its obligations hereunder, the Lessor may terminate this Lease thirty (30) days after having provided written notice to the Government of such failure, without cure occurring within such period. The Lessor shall have all rights and remedies provided by the law to a landlord with a defaulting tenant, as against the Government, if it is in default.

#### 21. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein bind the Government and the Lessor and the Lessor's successors, and assigns.

22. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other:

TO LESSOR: Board of Commissioners of Monroe County, Florida  
C/o Director of Airports  
Key West International Airport  
3491 South Roosevelt Blvd.  
Key West, Florida 33040

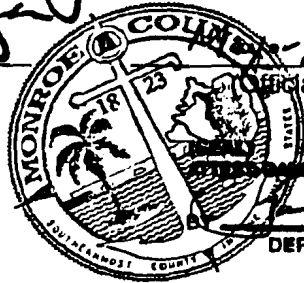
TO GOVERNMENT: FEDERAL AVIATION ADMINISTRATION  
SOUTHERN REGION, ASO-55M  
P.O. Box 20636  
Atlanta, Georgia 30320-0631  
Tel: 404-305-5770 Facsimile: 404-305-5774

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

ATTEST:

MONROE COUNTY BOARD OF COMMISSIONERS

George R. Neugebauer  
BY: \_\_\_\_\_  
Signature) 7.18.01 Chairman  
Official title)



Annika Hancock  
DEPUTY CLERK

UNITED STATES OF AMERICA

BY: Derald Simon  
(Signature)

REAL ESTATE CONTRACTING OFFICER  
(Official title)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: Robert N. Wolfe  
ROBERT N. WOLFE  
DATE 6-26-0