

**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 storage space at the Key West International Airport.

ITEM BACKGROUND: Lease is for the term of 10/1/07 through 9/30/08, with one year options to 9/30/12.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease agreement dated October 1, 2002.

CONTRACT/AGREEMENT CHANGES: Extends term to 9/30/12, and adjusts rent to current rates.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: n/a

COST TO AIRPORT: None
COST TO PFC: None
COST TO COUNTY: None

SOURCE OF FUNDS: n/a

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: \$11,397.36

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: 10/1/07

Expiration Date: 9/30/12

Contract Purpose/Description: Supplemental agreement for storage 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		Reviewer	Date Out
		Yes	No		
Airports Director	<u>8/30/07</u>	()	(X)	<u>Peter Horton</u> Peter Horton	<u>8/30/07</u>
Risk Management	<u>8/28/07</u>	()	(X)	<u>M. Stevens</u> for Risk Management	<u>8/28/07</u>
O.M.B./Purchasing	<u>8/27/07</u>	()	()	<u>Pedro Mercado</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: _____

Rec. / KWIA

AUG 28 2007

H. J.

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

ORIGINAL

Supplemental Agreement No. 1
Lease No.: DTFA06-03-L-05229
Facility: ATCT Storage
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 DTFA06-03-L-05229 dated October 1, 2002, whereby the Lessor leases to the Government Approximately 454.44 square feet of net usable space located on the second floor of the Terminal Building for Air Traffic Control Tower (ATCT) storage, Key West International, 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 4 is deleted in its entirety, and the following is substituted therefore:

4. 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 30th day of September, 2012; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

Article 6 is amended as follows:

6. RENTAL

Rent in the amount of \$11,397.36 per year, or \$949.78 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. The applicable annual rental rates to the premises covered by this lease are \$25.08 per square foot for space. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to:

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

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

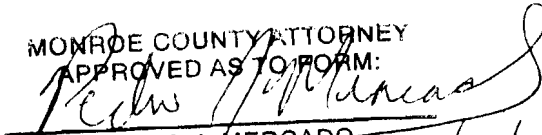
UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

By: _____
Signature

By: _____
Signature

Title

Real Estate Contracting Officer
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 8/27/07

FEDERAL AVIATION ADMINISTRATION LEASE FOR REAL PROPERTY

LEASE NUMBER

DTFA06-03-L-05229

Date of Lease: 10/1/02

1. **THIS LEASE**, entered into by and between Board of Commissioners of Monroe County, Florida whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the Government: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows (10/96):

2. **DESCRIPTION** - The Lessor hereby leases to the Government the following described premises: Approximately 454.44 square feet of net-usable space located on the second floor of the Terminal Building and 300 square feet of land located behind Hangar No. 1, Key West International Airport, Monroe County, Florida. The lease premises is used for Airway Facilities System Support Center (SSC) and Air Traffic Control Tower (ATCT) storage. The lease premises is identified as follows:

Room Name	Square Feet	Location
Equipment	253.82 @ \$14.29 psf	Second Floor
Maintenance Shop	200.62 @ \$14.29 psf	Second Floor
Land for FAA Storage Bldg.	300.00 @ \$.71 psf	Hangar No. 1 - <i>on Longen Ave T915 Area</i>
	754.44 Total	

3. **TERM** - To have and to hold said premises with their appurtenances for the term beginning October 1, 2002 through September 30, 2003, subject to termination and renewal rights as may be hereinafter set forth.

4. **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 30th day of September, 2007; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

5. **TERMINATION** - The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. RENTAL

Rent in the amount of \$558.91 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. The applicable annual rental rates to the premises covered by this lease are \$14.29 per square foot for space and \$.71 per square foot for land on which the Government's storage unit rests. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to :

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

7. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT) (10/96):

Space offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premise, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected the Lessor's expense.

The Building and the leased space shall be accessible to the handicapped in accordance with the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A) and all applicable state and local accessibility laws and regulations.

The leased space shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If environmentally hazardous substances or conditions are found, the Lessor shall immediately correct such conditions, at no cost to the Government.

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hrs. a day, seven days a week. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

8. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

<input type="checkbox"/> HEAT ONLY - _____ DEG	TRASH REMOVAL	GROUNDS MAINT.	INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	XX OTHER
ELECTRICITY	<input checked="" type="checkbox"/> chilled drinking water	SNOW REMOVAL		(Specify below)
<input type="checkbox"/> SPECIAL POWER - NOTED BELOW)	HVAC - 65-70 DEG. F heating and 76-80 DEG. F cooling.	WINDOW WASHING Frequency	PAINTING FREQUENCY	<u>Parking as for airport employees.</u>
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> DAILY TOILET SUPPLIES & CLEANING	CARPET CLEANING	DAILY JANITORIAL SERV. & SUPPLIES	

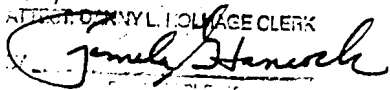
OTHER REQUIREMENTS

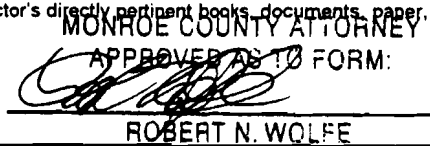
**** See Attachment "A"**

FAA LEASE FOR REAL PROPERTY

9. GENERAL CLAUSES

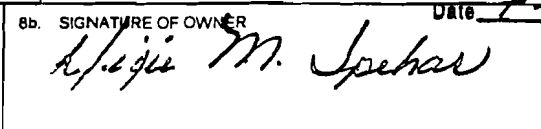
- A. **INSPECTION** - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The FAA shall have the right to perform sampling of suspected hazardous conditions.
- B. **DAMAGE BY FIRE OR OTHER CASUALTY** - If the building is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased space is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due. (10/96)
- C. **MAINTENANCE OF THE PREMISES** - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. (10/96)
- D. **FAILURE IN PERFORMANCE** - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute a default by the Government on this lease. (10/96)
- E. **DEFAULT BY LESSOR** - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following Lessor's receipt of notice thereof from the Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.
(2) If a default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part. (10/96)
- F. **ALTERATIONS** - The Government shall have the right during the existence of this lease to make 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. It is mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the Government shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost. (10/96)
- G. **OFFICIALS NOT TO BENEFIT** - 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. (10/96)
- H. **COVENANT AGAINST CONTINGENT FEES** - The Contractor 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. (10/96)
- I. **ANTI-KICKBACK** - 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 or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)
- J. **PROTEST AND DISPUTES** - All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract, a contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. (10/96)
- K. **EXAMINATION OF RECORDS** - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract. (10/96)

ATTORNEY AT LAW
 JAMES L. HENRICH


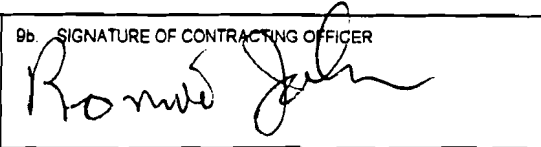
MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:

 ROBERT N. WOLFE
 CHIEF ASSISTANT/COUNTY ATTORNEY

PART III - AWARD (To be completed by Government)

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presents:

8a. NAME AND TITLE OF OWNER (Type or Print) COUNTY COMMISSIONERS OF MONROE COUNTY, FL. Dixie M. Spehar, Mayor	8b. SIGNATURE OF OWNER 	DATE 7-24-03 8c. DATE 07/15/2003 (10/96)
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THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

9a. NAME OF CONTRACTING OFFICER (Type or Print) Ronnie Johnson	9b. SIGNATURE OF CONTRACTING OFFICER 	9c. DATE 8/4/03 (10/96)
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ATTACHMENT "A" TO LEASE NO. DTFA06- 03-L- 05229

1. INSTALLATION OF ANTENNAS CABLES AND OTHER APPURTENANCES.

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government, provided such installations will not be located in such an area or in such a manner as to adversely effect the development, improvement or operation of the Key West International Airport. It is also specifically understood and agreed that in locating antenna wires or other appurtenances on top of the Administration Building, or other portions of the Administration Building, the Government will perform the work, or cause the same to be performed, in such a manner as to hold the County of Monroe harmless from any and all damages that may be sustained through the cancellation of the roofing bond. The Government shall also have the right and privilege to install, operate and maintain such underground power and control cables as will be necessary between the Air Traffic Communications Station and the emergency standby power plant for proper operation of the facility or facilities during periods of commercial power failure.

2. SECURITY.

The Lessor shall provide sufficient security for the premises to prevent illegal or unauthorized entry and loitering. (10/96)

3. NO WAIVER.

No failure by the Government to insist upon performance of any provision of this lease or failure to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future. (10/96)

4. INTEGRATED AGREEMENT.

This lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease. (10/96)

5. COMPLIANCE WITH APPLICABLE LAWS.

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law. (10/96)

6. NON-RESTORATION.

The Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the Government may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the Lessor in writing. (10/96)

7. HOLDOVER.

If, after expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a day-to-day basis not to exceed 90 days. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term. (10/96)

8. NOTICES.

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other). (10/96)

TO LESSOR: Board of County Commissioners of Monroe County, Florida
 c/o Director of Airports
 3491 South Roosevelt Boulevard
 Key West, Florida 33040

TO GOVERNMENT: Federal Aviation Administration
 P. O. Box 20636
 Atlanta, Georgia 30320

General correspondence may be forwarded to the above address via first class mail.

9. HOLD HARMLESS.

The LESSEE shall save harmless the LESSOR for and against all claims for compensatory damages for injury or loss of property or personal injury or death by the negligent or wrongful act or omission of any employee of the LESSEE while acting within the scope of his office or employment under circumstances where the LESSEE, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not extend to claims based upon acts or omissions of the LESSEE's employees for which the LESSEE would not be liable under the Federal Tort Claims Act of 1945 (28 USC 2671 et seq.) as now or hereinafter amended. The LESSOR shall furnish the LESSEE with reasonable notice of any claims made against the LESSEE.