AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: US Department of Transportation Federal Aviation A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: US Department of Transportation FAA and Gunnison County

Term Begins: 6/1/2016 **Term Ends:** 9/30/2035 **Grant Contract #:**

Summary:

Contract between FAA and Gunnison County to lease out 22 sq ft for AWOS Equipment on the first floor of the Airport Operations Building. This is a non-monetary agreement.

Fiscal Impact: Non-monetary

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/30/2015 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 9/30/2015

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 10/6/2015

Revised April 2015

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY

Lease No: DTFAWN-15-L-00118

Geographical Location: Gunnison, CO AWOS Equipment Space

1. THIS LEASE(9/98), entered into by and between COUNTY OF GUNNISON 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 OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises approximately 22 square feet of space in the Airport Administration Building located on the first floor near the ARRF bay shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on 6/01/2016 and continuing through 9/30/2035 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after 30 days by giving at least 30 days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. 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.

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08) Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.
-ELECTRICITY
-SNOW REMOVAL
-GROUND MAINTENANCE
-OTHER SERVICES

7. GENERAL CLAUSES:
a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure 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 premises is untenantable 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.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - 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 will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)
All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)
Protests concerning Federal Aviation Administration Screening Information Requests

(SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)
The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. ELECTRICAL SAFETY (01/15) - The Lessor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

A. 29 CFR 1910, Subpart S, *Electrical and Subpart J Control of Hazardous Energy*

B. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
E. NFPA 70E, *Electrical Safety in the Workplace*
F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

The Lessor must ensure that electrical equipment in leased premises meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26. The Lessor shall ensure that the electrical equipment is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

All hazards associated with electrical equipment must be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols.*

The Lessor must ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, Electrical Safety in the Workplace and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

i. NOTICES (10/96)
All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:
Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
519 Rio Grande Ave,
Gunnison CO 81230

Government:
FEDERAL AVIATION ADMININSTRATION
ATTN: REAL ESTATE BRANCH, ALO-820
1601 Lind Ave SW
Renton, WA 98057

j. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at http://fast.faa.gov
-ANTI-KICKBACK (10/96)
-ASSIGNMENT OF CLAIMS (10/96)
-CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
-COMPLIANCE WITH APPLICABLE LAWS (10/96)
-CONTRACTOR IDENTIFICATION NUMBER -"DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
-COVENANT AGAINST CONTINGENT FEES (8/02)
-DEFAULT BY LESSOR (10/96)
-EXAMINATION OF RECORDS (8/02)
-INSPECTION (10/96)
-LESSOR'S SUCCESSOR (10/96)
-NO WAIVER (10/96)
-OFFICIALS NOT TO BENEFIT (10/96)
-PAYMENT BY ELECTRONIC FUNDS TRANSFER (1/13)
-SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (9/99)
-SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	8b. SIGNATURE OF OWNER	8c. DATE (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE (10/96)