

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Bill Read, Chairman
Commissioner Justin Troller
Commissioner Phillip Walker

FROM: City Attorney's Office

DATE: March 19, 2018

RE: Lease Agreement with the United States on behalf of its designated representative, the U.S. Customs and Border Protection

Attached hereto for your consideration is a Lease Agreement with the United States on behalf of its designated representative, the U.S. Customs and Border Protection (CBP) to rent 3,285 square feet in the General Aviation Facility (Facility) located at 3400 Airfield Drive West. Lakeland Linder Regional Airport (Airport) officially opened its Customs Office in December 2017 to provide customs clearance services that will enable aircraft carrying up to nineteen (19) passengers, excluding the crews, to clear customs in Lakeland. This service is available five (5) days a week, Thursday through Monday from the hours of 11:30 a.m. to 8:00 p.m.

Accordingly, the Airport is seeking approval to enter into a Lease Agreement with the CBP. In addition to the provisions related to leasing the Facility, the Agreement incorporates the operational responsibilities of both parties. The City Commission previously granted its approval for the Airport to retrofit the old terminal facility to meet the CBP's needs, as well as procure the equipment that the CBP required to open its Customs Office.

Upon approval by the City Commission, the Lease will commence on November 13, 2018 and continue for an initial term of one (1) year unless otherwise terminated in accordance with the Agreement. Either party may terminate the Lease for any reason upon 120 days prior written notice. The Lease will be subject to automatic renewals unless either party provides 120 days prior written notice of its intent not to renew prior to the expiration of the initial term or any subsequent renewal terms. In addition, the Airport reserves the right to relocate the CBP by providing 120 days prior written notice of its intent to the CBP.

Pursuant to the Lease Agreement, the CBP will provide one (1) customs officer to work in the Customs Office Thursday through Monday from 11:30 a.m. to 8:00 p.m. In the absence of required customs inspection services on any given day, CBP reserves the right to assign other duties to the officer at another location. However, the customs officer would be required to return to the Airport upon notification of a scheduled aircraft to be cleared for customs.

In exchange for having the CBP provide customs personnel on site at the Airport, the Airport has agreed to provide the Facility to the CBP at no cost and to pay for all operating costs, which will include general maintenance, automated data processing costs, janitorial services and utilities. In addition, the Airport will also pay for the salary cost of the customs officer in the amount of \$140,874 during the first year of the Lease and \$123,438 for any successive renewal terms, subject to changes in salary, benefits or administrative costs. The Airport will also be responsible for any costs associated with upgrading/replacing equipment.

It is recommended that the appropriate City officials authorize this Lease Agreement with the CBP for Facility space and to provide a customs officer to staff the Facility at the Airport five (5) days a week during the initial one (1) year term of the Lease at a cost of \$140,874. All costs associated with this Agreement have been included in the Airport's current year operating budget. No appropriations are required to support this action.

attachment

LEASE NO. HSBP-7117-L-IN0395

On-Airport Lease
Modified GSA FORM L201D (Oct 2016) CBP October 2017

This Lease is made and entered into between

Lakeland Linder Regional Airport – City of Lakeland

(Lessor), whose principal place of business is 3900 Don Emerson Drive, Suite 210, Lakeland, FL 33811 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

3400 Airfield Drive West, Lakeland, FL 33811

and more fully described in Section 1 and Exhibit A together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on _____ and continuing through _____ inclusive for a term of one-year. At the expiration of this term the Lease will automatically renew on a year-to-year basis upon the anniversary of the Lease Term Commencement Date each year thereafter for 19 (**nineteen**) additional years but not beyond _____ unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

The signatory to this Lease for the Lessor represents and warrants that he or she is a duly authorized representative of the Lessor, with full power and authority to enter into this Lease and to bind the Lessor with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Name: Debra K. Totten
Title: Lease Contracting Officer
U.S. Customs and Border Protection
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. General Aviation Facility (GAF) Federal Inspection Services (FIS): **3,285** square feet of FIS Space (the Premises), located at 3400 Airfield Drive West, Lakeland, FL as depicted on the floor plan(s) attached hereto as Exhibit **A**.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **2** parking spaces as depicted on the plan attached hereto as Exhibit **B**. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015)

A. The Government shall pay no rent.

B. This facility has been designated as a user fee facility; Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection (CBP) is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The Lakeland-Linder Regional Airport is designated as eligible for such services under the conditions set forth herein.

C. In exchange for the Government's agreement to locate inspectional personnel on-site, the Lessor shall do the following:

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit D pertaining to information technology services and equipment costs; and,
4. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with **120** days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for **19 YEARS** but not beyond _____, and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
Memorandum of Agreement to Reimburse CBP	3	D
User Fee Memorandum of Agreement	5	E

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. Appurtenant Areas include, but are not limited to, parking areas and space located on the roof of the Building where telecommunications devices may be located.
- B. Building. The building(s) situated on the Property in which the Premises are located.
- C. Contract. Contract and contractor means Lease and Lessor, respectively.
- D. Contractor. Contractor shall mean Lessor.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- G. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- I. Lease Award Date. The date the Lease Contracting Officer (LCO) executes the lease and mails or otherwise furnishes written notification of the executed Lease to the Lessor (date on which the parties' obligations under the Lease begin).
- J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- L. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- M. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- N. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2016)

The Lessor shall have no right to require the Government to restore the Premises and/or Property upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises and/or Property during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises and/or Property regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Notwithstanding the above, all data entered and/or stored in any manner on the equipment used or operated by the Government on or in connection with the Property shall belong to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the Lessor. In the event data inadvertently remains on any of the equipment upon transfer, Lessor shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

2.04 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall bear all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: Lakeland-Linder Regional Airport, 3900 Don Emerson Drive, Suite 210, Lakeland, FL 33811, Attention: Chris Hallstrand, Assistant Airport Director. Chris.hallstrand@lakelandgov.net

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278.

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone, and all telephone notice shall be followed by a written notice as soon as practicable to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Airport Operations After Hours 863-834-4911

The emergency contact and phone number for CBP is: Greg Brown 813-927-0492

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises.

2.08 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the term of this Lease and any renewal periods 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. Nothing herein alters, limits, or waives the Lessor's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation of the Property, the Building, and the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense, with its own personnel, and at its sole discretion, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 FIRE AND CASUALTY DAMAGE

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government

2.12 DEFAULT BY LESSOR

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation required for acceptance of the Premises (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts).
- B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.
- C. Grounds for Termination. The Government may terminate the Lease if:
 - 1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - 2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.
- D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - 1. Circumstances within the Lessor's control;
 - 2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;
 - 3. The condition of the Property;
 - 4. The acts or omissions of the Lessor, its employees, agents or contractors; or
 - 5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

2.13 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them. No prior written or oral agreement, express or implied, shall be construed or relied upon by either party to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, communications by either party that occurred prior to Lease execution shall not be incorporated in the Lease.

2.14 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.15 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all federal, state, and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. Nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition at the Lessor's sole expense. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials, at the Lessor's sole expense. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.17 DELIVERY AND CONDITION

- A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete.
- B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease.

2.18 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days' prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law. Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection.

2.19 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015)

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
3. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
4. FAR 52.222-26, EQUAL OPPORTUNITY (APRIL 2015)
5. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
6. FAR 52.233-1, DISPUTES (MAY 2014)
7. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL2016)
8. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)
9. FAR 42.12, CHANGE OF OWNERSHIP (OCT 2016)

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the Airport Technical Design Standards June 2012 (hereinafter referred to as "CBP Standards") shall apply.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade. Lessor has also agreed to the terms set forth in Exhibit D regarding Lessor's obligation to bear information technology costs.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4

UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)

The Lessor is responsible for providing all utilities necessary for Premises and tenant operations at the Lessor's sole expense. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

- | | | | | |
|--|---|---|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS & STARTERS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <u>Resilient Floors: twice per year clean per the specifications in main corridors and heavy traffic areas and annually in offices and secondary lobbies and corridors. Strip & apply 4 coats of finish to resilient floors in restrooms. Strip & refinish main corridors and other heavy traffic areas. As Required: Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.</u> |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>Twice per year all interior and exterior and other glass surfaces</u> | Space <u>See 4.07 below</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> RESTROOM SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>See 4.07 below</u> | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. <u>3 times weekly: Sweep entrances, lobbies & corridors, spot sweep floors, spot vacuum carpets, clean drinking fountains, sweep and damp mop or scrub restroom, clean all restroom fixtures, Sweep sidewalks, parking areas & driveways (weather permitting).</u> | Frequency <u>Annually shampoo carpets in corridors and lobbies & every 2 years shampoo carpets in all offices and other non-public areas.</u> | <input checked="" type="checkbox"/> PEST CONTROL <u>Pest Control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated pest Management Technique Guide (E402-1001).</u> | |
| <input checked="" type="checkbox"/> SECURITY & MONITORING SERVICES | <input checked="" type="checkbox"/> FIRE | | | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are Thursday through Monday from 1130 to 2000.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

Lessor agrees to provide and maintain the following:

- 1) An intrusion detection system (IDS) that is connected to a 24-hour, staffed, central monitoring station, which in the event of an alarm, will immediately notify the Lessee. This must be a stand-alone system zoned specifically for and under the direct control of CBP;
- 2) A stand-alone video surveillance system that provides the following:
 - a. Exterior View: A sufficient number of camera's to monitor the entire facility perimeter, as well as each access point, ensuring cameras are in a position to capture the image of each individual entering.
 - b. Interior View: Ensure the coverage by cameras of any "strong-rooms" identified by the Lessee.
 - c. Monitoring Station: The operator of the CCTV system shall be capable of providing all command related functions such as pan/tilt/zoom to the cameras, as well as retrieving recorded video.
 - d. Digital Video Recorder: Provide 30-days of internal storage for each camera view. 24-hour time lapse high resolution colored monitoring with 30-day Digital Video Recorder (DVR) capabilities.
- 3) Physical Access Control Systems (PACS): Access points into the facility and strong rooms shall be controlled by card readers under the sole control of CBP using a standalone management platform.
 - a. The PACS **must** comply with Homeland Security Presidential Directive 12 (HSPD-12), Federal Information Processing Standards Publication 201-1 (FIPS 201-1), Government Smart Card Interoperability Specification (GSC-IS V2.1) and GSA Schedule 70 for products and service components.
 - b. Only vendors with a Certified System Engineer ICAM/PACS (CSEIP) can be used to design, purchase and install a PACS equipment. [HTTPS://WWW.SECURETECHALLIANCE.ORG/ACTIVITIES-CSEIP-REGISTRY/](https://www.securetechalliance.org/activities-cseip-registry/)
 - c. Only equipment approved by the Government Services Administration (GSA), and listed on the idmanagement.gov, approved product list (APL) can be used. [HTTPS://WWW.IDMANAGEMENT.GOV/IDM/IDMFICAMPRODUCTSEARCHPAGE](https://www.idmanagement.gov/idm/idmficamproductsearchpage)

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the Property and leased Premises at the Lessor's sole expense. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's sole expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.05 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.15, Compliance with Applicable Law. During the Lease term and any renewal period, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.06 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease and any renewal periods, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.07 MAINTENANCE OF PROVIDED FINISHES

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's sole expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three (3) years.
2. Lessor shall perform cyclical repainting of the Premises every ten (10) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:
 - (i) Backing or underlayment is exposed;
 - (ii) There are noticeable variations in surface color or texture;
 - (iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
 - (iv) Tiles are loose; or,
 - (v) Tears or tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after normal hours as established elsewhere in this Lease.

4.08 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including: bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by CBP to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with CBP. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to CBP or performing work under a CBP contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the CBP firewall and network must use session (or, alternatively, file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum:

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. For Leases, this notice must be submitted to the LCO in writing at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

4.09 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternative products outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed at Lessor's expense, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.10 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The space and ventilation zones serving the space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.18, Failure in Performance.

4.11 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
- C. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to the Premises.
- D. Upon request, the Lessor will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the Lessor, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a Lessor's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, [Questionnaire for Public Trust Positions](#), completed by each person and returned to the Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt of the forms.

ELECTRONIC PROCESS

- A. The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).
- B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.
- C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to:
1. How to Log In;
 2. How to Answer and Create New Golden Questions;
 3. What Additional Documents to Send;
 4. How to Print and Sign two Signature Forms (Certification That My Answers Are True);
 5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
 6. Where to Send.
- D. The Lessor must ensure prompt input, and timely receipt of the following, from its contractor/personnel:
1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device;
 2. Certification That My Answers Are True; and
 3. Authorization for Release of Information.
- E. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation.
- F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the Lessor in writing if a contractor/personnel fails the investigation, and, effective immediately, the individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

- G. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractor/personnel who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five (5) year basis. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

5.02 SECURITY

The Lessor shall ensure that the Premises conform, at the Lessor's sole expense to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 INSURANCE COVERAGE AND LIABILITY

- A. The Government's liability for tort claims is governed by under the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. ("FTCA"). Lessor may seek recovery for claims against the Government for money damages, injury, loss of property, personal injury, or death in accordance with and to the extent permitted by the FTCA. Under the FTCA, the United States is liable for the negligent or wrongful acts or omissions of any employee of the Government while acting within the scope of his/her office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be construed to state or imply that Congress will at a later date appropriate funds sufficient to meet any deficiencies.
- B. The Lessor agrees to protect, indemnify, defend, and hold harmless the Government and its officers, agents, employees, and contractors from any and all damages, losses, suits, liability, claims (including claims and actions relating to injury or death of any person or damage to property), costs and expenses, reasonable attorneys' fees, settlement costs, alternative dispute resolution expenses and costs, and court expenses and costs arising out of or related to the Lessor's performance or failure to perform its obligations under the Lease, the condition or maintenance of the Property, and/or any acts or omissions of the Lessor or the Lessor's officers, agents, employees, and contractors.

5.04 AVAILABILITY OF FUNDS

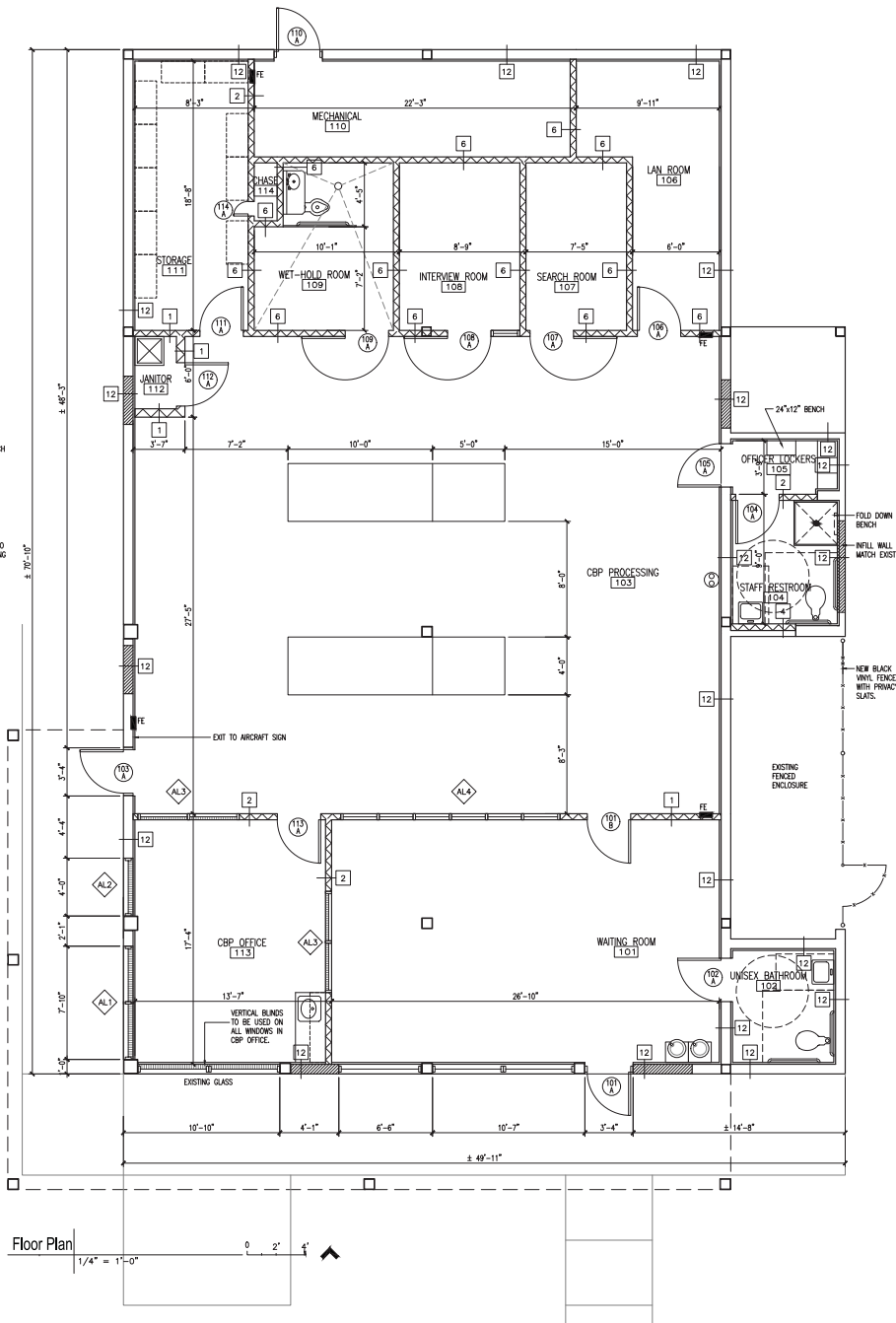
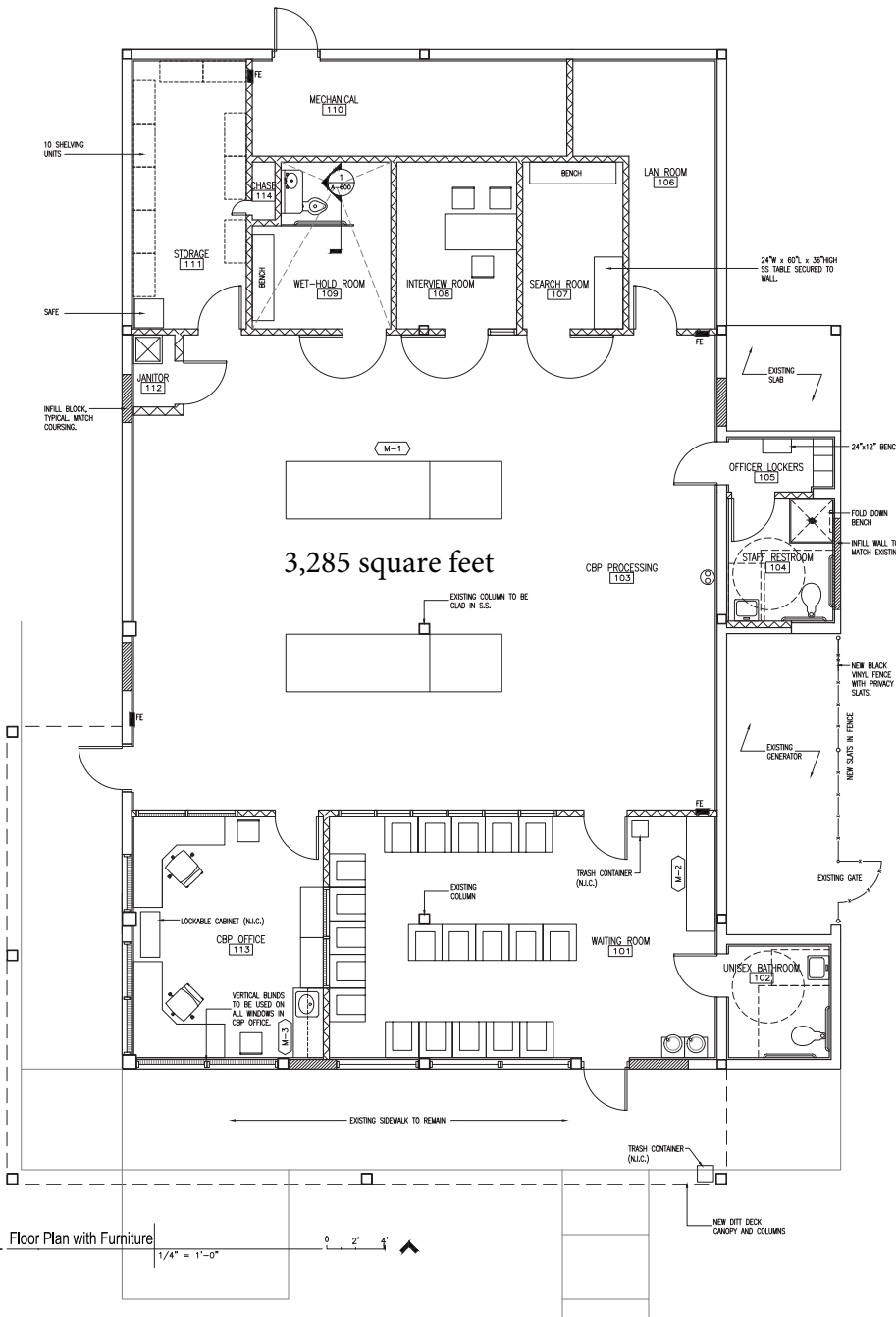
In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 11, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.



U.S. Customs and Border Protection Facility
 3402 Don Ewing Dr
 Lakeland, FL 33811

Floor Plan

REVISIONS:
 ISSUED FOR CONSTRUCTION
 ISSUED FOR PERMIT
 ISSUED FOR BID
 ISSUED FOR BSR DOC. DEV.
 DRAWN BY
 REVIEW BY
 LUNZ FREDER FOWLER ARCHITECTS
 COPYRIGHT 2016 ALL RIGHTS RESERVED
 1525.01

A-101



GOV Parking
2 spaces

CBP Facility
3,285 sq. ft.

Aircraft Parking Ramp

© 2015 Google

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Lease Number HSBP-7117-L-IN0395	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement (“MOA”) outlines the agreement between the below named Authority and CBP in regards to the sponsor’s responsibility to reimburse CBP for costs related to providing the equipment required for the performance of Federal Inspections Services (FIS) at the below named location. The legal authority for CBP to enter into and require such an agreement is found at 8 U.S.C. § 1222-1225 and 1357; 6 U.S.C. § 231; 19 U.S.C. § 2, 482, 1433, 1434, 1448, 1449, 1461, 1459, 1463, 1467, 1499, 1552, 1581, 1644; and 19 C.F.R. §19 and 113.

Airport Authority: Lakeland Linder Regional Airport (LLRA)
Location: 3900 Don Emerson Driver
Lakeland, FL 33811

LAKELAND LINDER AIRPORT AUTHORITY (LLAA) RESPONSIBILITIES

Data and Cabling

LLRA will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing (ADP) Local Area Network (LAN), Data, Information Technology (IT), and Voice and Tactical Communications (TacComm) Systems and equipment according to CBP Office of Information Technology (OIT) provided specifications. LLRA must give CBP two weeks advance notice of all cable pulls so that CBP can be present and observe their installation.

Cost Reimbursement for ADP LAN, Data, IT, Circuit, and Tactical Communication Equipment

LLRA agrees to reimburse CBP for all ADP LAN, Data, IT, Circuit and TacComm equipment and connectivity costs, including equipment ordering, installation, maintenance, and recurring costs required to standing-up and maintaining continuous CBP operations at the LLRA’s Lakeland Linder Regional Airport Federal Inspection Services (FIS) Facility. Estimated ADP LAN, Data, IT, Circuit and TacComm equipment costs total \$134,422.50, which includes a non-recurring cost of \$24,700.00, for CBP to procure the circuit equipment, \$7,200.00 in annual recurring costs, an estimated \$5,000.00 in potential special construct cost, and one time travel costs of \$2,500.00 for TacComm Engineers, as needed for equipment installation. Attached is CBP OIT’s Cost ROM LAK005C that identifies the ADP LAN, Data, IT, Circuit and TacComm equipment for the CBP FIS at Lakeland Linder Regional Airport for which LLRA will reimburse CBP all ADP LAN, Data, IT, Circuit and TacComm equipment and recurring costs.

LLRA will be billed for the actual costs of the ADP LAN, Data, IT, Circuit and TacComm equipment costs, and the one-time and recurring charges for the network, and any required replacement equipment. Recurring out-year network charges for a Verizon 4xT1 or 5M Data Circuit are estimated at \$7,200.00 per year, at \$600.00 monthly.

ADP LAN, Data, IT, Circuit and TacComm Equipment Upgrades

Upgrades to the ADP LAN, Data, IT, Circuit and TacComm equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). LLRA agrees to reimburse CBP costs to upgrade ADP LAN, Data, IT, Circuit and TacComm equipment. CBP will provide LLRA at minimum a 180 advance notice of required upgrades.

LLRA Accounts Payable Information

LLRA Tax Identification Number: 59-6000354
LLRA Bill To Representative: EUGENE CONRAD
LLRA Phone Number: 863-834-3298
LLRA Email Address: EUGENE.CONRAD@LAKELANDGOV.NET
LLRA Address: 3900 DON EMERSON DRIVE, Suite 210
LAKELAND FL 33811

LLRA Voice Communications Services

The LLRA shall be responsible for ordering and funding the telephone equipment, services and line(s) required to establish Voice Communications Services and connectivity for CBP OIT installation and maintenance of the LLRA provided Voice Communications Systems and equipment required at the Lakeland Linder Regional Airport GAF. This requirement is not identified in CBP's OIT Cost ROM LAK005C. LLRA is responsible for directly procuring and providing the required equipment and services, including any monthly costs. CBP will retain possessory ownership of the Voice Communications Systems equipment ordered and installed outside of the CBP LAN/Telecomm Room/Closet by the LLRA until CBP vacates the premises. LLRA will also ensure the continued telephone line(s) connectivity at the Lakeland Linder Regional Airport GAF at no cost to CBP.

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue LLRA a bill for the actual ADP LAN, Data, IT and Circuit Upgrade equipment costs not to exceed \$134,422.50. The CBP NFC will also bill LLRA 90-days prior to the due date for the total \$7,200.00 in recurring out-year network and connectivity charges owed, and any sums owed for future ADP LAN, Data, IT, Circuit and TacComm equipment upgrades and replacements.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection against the LLRA surety.

Equipment Ownership

CBP will retain possessory ownership of all ADP LAN, Data, IT, Circuit and TacComm equipment ordered by CBP and reimbursed by LLRA until CBP vacates the premises. CBP will transfer ownership rights of all ADP LAN, Data, IT, Circuit and TacComm equipment used in CBP operations and reimbursed by LLRA for the Lakeland Linder Regional Airport FIS when CBP vacates the premises.

LLRA Equipment Administrator: CHRIS HALLSTRAND
LLRA Email Address: CHRIS.HALLSTRAND@LAKELANDGOV.NET
LLRA Phone Number: 863 834-5622
LLRA Ship to Address: 3900 DON EMERSON DRIVE, STE. 210
LAKELAND FL 33811

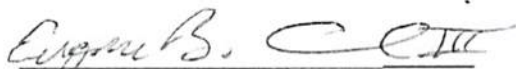
U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for ordering and installing required data equipment and connection(s) from the Lakeland Linder Regional Airport FIS to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT, Circuit and TacComm equipment listed in the attached CBP OIT Cost ROM LAK005C for the Lakeland Linder Regional Airport FIS as required by CBP, the costs of which LLRA shall reimburse CBP. LLRA will incur no additional costs or CBP OIT charged service fees for any required ADP LAN, Data, IT, and Circuit equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.



Signature

gene.conrad@lakelandgov.net

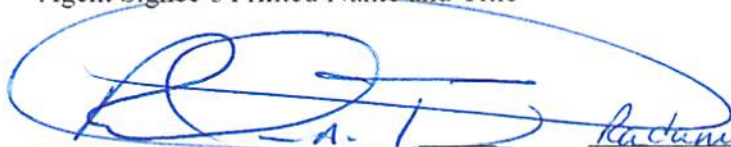
Email Address

4/20/17
Date

Eugene B. Conrad III, C.M.

Director, Lakeland Linder Regional Airport

Agent Signee's Printed Name and Title



Radames A. Torres

Radames.A.Torres@CBP.DHS.GOV

Email Address

Date

4/19/17

Area Port Director, Tampa

Office of Field Operations

U.S. Customs and Border Protection

**U.S. CUSTOMS AND BORDER PROTECTION
MEMORANDUM OF AGREEMENT**

USER FEE FACILITY PROGRAM

Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The purpose of this agreement is to designate the following location and its defined adjoining facilities as eligible for such services under the conditions set forth herein.

Facility Name: **Lakeland Linder Regional Airport**
Location: **3900 Don Emerson Drive**
 Lakeland, FL 33811

The above-named facility shall be considered to be the "person" using U.S. Customs and Border Protection services, as the term is applied in Section 236 of P.L. 98-573. In accordance with the requirements of Section 236(c) of the law, a determination has been made that the volume of business anticipated at the facility, and defined adjoining facilities, is insufficient to justify the availability of unreimbursable inspectional services.

U.S. CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

For purposes of determining reimbursable travel costs, identify the physical address of the proposed U.S. Customs and Border Protection office, if different from the location named above.

 Same as above

U.S. CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

Specify below any other locations (other than the facility itself) at which U.S. Customs and Border Protection services would be expected: (i.e., define all adjoining or adjacent facilities, such as Foreign Trade Zones).

 None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

Service may only be provided at the mutually agreed upon location listed below. A plat highlighting the service boundaries may also be attached.

Lakeland Linder Regional Airport
3900 Don Emerson Drive
Lakeland, FL 33811
See attached approved conceptual design

FACILITY STANDARDS

Entities requesting U.S. Customs and Border Protection services must meet and maintain U.S. Customs and Border Protection facility standards. Facilities that fail to maintain U.S. Customs and Border Protection facility standards will be subject to a 120-day notice terminating this agreement. If applicable, an Agriculture Compliance Agreement must also be maintained.

U.S. CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

U.S. Customs and Border Protection has determined that at the time of the signing of this agreement 1 full-time officer(s) will be required at this facility. U.S. Customs and Border Protection services will be provided as specified below. Any service provided outside these hours may be subject to overtime and/or premium pay. The full cost of overtime service and/or premium pay will be paid by the facility and at the rates prescribed by Section 267 of Title 19, United States Code, as amended. In the event U.S. Customs and Border Protection has to provide a Customs and Border Protection Officer(s) to replace the regularly assigned officer(s) during the established shift by a temporary replacement due to sick leave, annual leave, transfer, travel, and/or training, then the facility agrees to bear any and all costs and expenses associated with such replacement including but not limited to transportation, relocation and/or per diem costs for personnel brought from other locations. The work schedule that has been agreed to is as follows:

Weekly Work Schedule Thursday through Monday

Hours of Service from 11:30 a.m. until 8:00 p.m.

In the absence of required inspectional services, U.S. Customs and Border Protection may assign other duties to the officer at another location.

ADJUSTMENT TO LEVEL OF SERVICE

During circumstances that may arise, U.S. Customs and Border Protection reserves the right to adjust the level of service provided to address high alert security situations, special events or other circumstances as needed. Permission to land may be denied if sufficient personnel are not available. Billing adjustments will be made to reflect adjustments to the level of service.

FACILITY RESPONSIBILITIES

Base Fee

The facility agrees to reimburse U.S. Customs and Border Protection for the full-year cost of each officer. The base fee for each full-time officer is currently \$140,874 for the first year and \$123,438 for succeeding years. This amount is subject to change. All base salary changes will reflect the costs of services being provided which includes all salary and benefit costs, and all administrative overhead costs.

The facility agrees to pay all cost-of-living allowances, if applicable. Fees will be increased for all adjustments and changes in the rate of pay and allowances mandated by legislative and regulatory requirements.

Additional Fees

The facility agrees to reimburse all travel, transportation, relocation, and per diem costs incurred by U.S. Customs and Border Protection in performing regular inspectional duties or for personnel to be brought to the facility from other locations for internal control verifications, special enforcement activities, training, etc., as may be necessary. If authorized by law, relocation costs may be incurred by the facility authority upon termination of the MOA by either party.

The facility agrees to reimburse all ADP costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by U.S. Customs and Border Protection.

Payment of Fees

All of the above-mentioned expenses will be determined in accordance with generally accepted accounting principles and standards. The annual fee will be billed in quarterly installments. The initial payment is due 15 days prior to the service date of this agreement. Any cost-of-living allowance, travel, per diem, transportation, relocation, and any other variable expense will be collected after it is incurred, and will be invoiced as an adjustment to the next quarterly installment.

If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. In the event of termination, all costs incurred by U.S. Customs and Border Protection, which have not been reimbursed, will become immediately due and payable. Interest on unpaid fees will accrue based on current U.S. Treasury borrowing rates. The facility authority may file a protest under 19 U.S.C. §1514 for any charges it believes to be excessive or incorrectly included in the bill provided by U.S. Customs and Border Protection. Any protest must be filed within 180 days of receipt of the bill sent by U.S. Customs and Border Protection. If a protest is filed, the procedures set forth in 19 C.F.R. Part 174 must be followed.

Facilities

The facility authority requesting services must satisfy U.S. Customs and Border Protection facility standards before submission of this agreement. The standards are specified in the Airport Technical Design Standards for Passenger Processing, the Cruise Terminal Design Standards, the Physical Security policy of U.S. Customs and Border Protection and any applicable combination or revision. Prior to submission of this agreement, the U.S. Customs and Border Protection Field Office that oversees the facility will inspect the facility and verify whether the standards are met. Facilities that do not meet facility standards after initial approval will be subject to a 120-day termination notice. U.S. Customs and Border Protection reserve the right to update the facilities standards as necessary.

Secure space must be provided for the U.S. Customs and Border Protection officer to inspect baggage and store seized items. The space provided to and occupied by U.S. Customs and Border Protection personnel must remain under the control of the facility that is entering into this agreement.

ADP Equipment

U.S. Customs and Border Protection have specific requirements for software, computers, printers, file servers, data cabling, and connectivity to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will be responsible for ordering and installing a frame relay data connection from your facility to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will develop the automated equipment configuration, determine the cost for this ADP equipment, and procure and install the ADP equipment based on the number of officers at this facility. The facility will be responsible for the procurement and installation of all data cabling components required for connectivity of the ADP equipment according to OIT provided specifications.

The facility will be billed for the purchase of the ADP equipment, the one-time charges for the network installation, and the annual recurring costs for equipment maintenance and network connectivity. This ADP equipment and network will be covered under U.S. Customs and Border Protection maintenance agreements. Equipment problems and network outages must be reported to the U.S. Customs and Border Protection Help Desk by the Port Director. Upgrades to the ADP equipment will be required on a schedule determined by U.S. Customs and Border Protection (every 3 years). The facility will retain ownership of this equipment.

Third Party Charges

If the facility seeks reimbursement by the individual users of the U.S. Customs and Border Protection services provided, for example air carriers, the facility agrees to set and periodically review its rates to ensure that they are in accord with the U.S. Customs and Border Protection services provided.

SERVICE DATE

Service will begin on a date determined by U.S. Customs and Border Protection. Billing will coincide with the actual start of service.

ANNUAL REVIEW OF AGREEMENT (MOA)

This agreement is subject to annual review. U.S. Customs and Border Protection will conduct an annual review of this agreement to ensure that the requirements are being met. U.S. Customs and Border Protection will issue a termination notice if the annual review indicates that the terms and requirements of this agreement are not being met.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon 120 days written notice for any reason. If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. If national security, defense, safety or other interests are at risk, as determined by the Port Director, the agreement may be terminated immediately without prejudice to the filing of a new application. Notice of termination will be provided in writing setting forth the reasons for such action. Any immediate termination may be appealed in writing within 30 days to the Director, Field Operations where the facility is located.

AUTHORIZATION (TWO COPIES WITH ORIGINAL SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

Eugene B. Conrad III
Airport Director LLRA
Name and Title, Port Authority

Eugene B. Conrad III
Signature

9/9/16
Date

D. M. Kerblank
Commissioner
U.S. Customs and Border Protection

11/16/16
Date