



U.S. Department
of Transportation
**Federal Aviation
Administration**

**Northwest Mountain Region
Western Logistics Service Area**

1601 Lind Avenue, S.W.,
Renton, WA 98057

CERTIFIED MAIL-Return Receipt Requested

May 12, 2016

Mr. Jay Howe, Director
Cochise County Facilities Management
1415 Melody Lane
Building C
Bisbee, AZ 85603

Subject: FAA Memorandum of Agreement (MOA) – DTFAWM-15-L-00126/Antenna and
Rack Space Lease – DTFAWN-16-L-00108

Dear Mr. Howe:

Enclosed are two (2) copies of the above listed MOA and two (2) copies of the Antenna Rack
Space Lease between the United States of America, Federal Aviation Administration, and
Cochise County, a political subdivision of the State of Arizona.

Upon review, if the documents are acceptable as written, please have both sets of copies of the
MOA and Antenna Rack Space Lease signed by the authorizing official, attach the most current
Airport ALP, and return them to the FAA regional office for counter signature. Once finalized,
a fully executed copy will be provided to you for your records.

Raul F. Ramos
Federal Aviation Administration
Real Estate and Utilities Group, ALO-820
1601 Lind Ave S.W.
Renton, WA 98057

If you have any further questions or concerns, feel free to contact Subsystem Technologies Inc.,
FAA contractor, Raul F. Ramos at 425-227-2481, by email at Raul.F-CTR.Ramos@faa.gov or
me at 425-227-1465, by email at Bryana.Pugh@faa.gov. Thank you for your support of the
FAA's mission.

Sincerely,

Bryana Pugh
Real Estate Contracting Officer
Enclosures

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

DTEFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT, 6940 N Air Terminal Rd, Douglas,
AZ 85607

This agreement is made and entered into by COCHISE COUNTY, a political subdivision of the state of Arizona, , and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT, hereinafter referred to as Airport, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

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

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

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

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the BISBEE DOUGLAS INTERNATIONAL AIRPORT.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 10/01/2015 and continuing through 9/30/2035. The parties can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

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

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

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

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

2. CONSIDERATION (Aug- 02):

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

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as BISBEE DOUGLAS INTERNATIONAL AIRPORT, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

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

5. TITLE TO IMPROVEMENTS (Apr-05):

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

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

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

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

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

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

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

9. NON-RESTORATION (Oct-96):

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

10. NOTICES (Oct-96):

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

COCHISE COUNTYBISBEE DOUGLAS INTERNATIONAL AIRPORT

AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603
Phone 520-432-9318

FEDERAL AVIATION ADMINISTRATION:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE AND UTILITIES GROUP, ALO-0820
1601 LIND AVE. SW.
RENTON, WA 98057

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

This agreement supersedes Land Lease number DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502. Land Leases DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502 are hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

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

COCHISE COUNTY

UNITED STATES OF AMERICA,

FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

ATTESTED BY:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy County Attorney

Date: March 10, 2016

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT

<u>NUMBER</u>	<u>FACILITY</u>	<u>R/W NUMBER</u>	<u>GSA CONTROL NUMBER</u>	<u>COMMENTS</u>
1	DUG-VOR		04007	COLLOCATED W/DUG-TACR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER
2	DUG-RCO		04008	COLLOCATED W/DUG VOR-TACR; EQUIPMENT HOUSED IN DUG-NASEB
3	DUG-ASOS		04252	
4	DUG-VASI	17	04134	DUG-ELD FOR POWER
5	DUG-TACR			COLLOCATED WITH DUG-VOR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER

*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

- FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
- FAA Order JO 6850.2B, Visual Guidance Lighting Systems
- FAA Order 6820.10, Siting Criteria for VOR, VOR/DME, and VORTAC
- FAA Order 6560.20B, Siting Criteria for AWOS/ASOS
- FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT
6940 N Air Terminal Rd
Douglas, AZ 85607

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1.3.3 No Cost Land on an Airport Memorandum of Agreement
Revised January 2012

OMB Control No. 2120-0595

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

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

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AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603
Phone 520-432-9318

FEDERAL AVIATION ADMINISTRATION:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE AND UTILITIES GROUP, ALO-0820
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2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

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

COCHISE COUNTY

UNITED STATES OF AMERICA,

FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

ATTESTED BY:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy County Attorney

Date: March 10, 2016

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT

<u>NUMBER</u>	<u>FACILITY</u>	<u>R/W NUMBER</u>	<u>GSA CONTROL NUMBER</u>	<u>COMMENTS</u>
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*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

- FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
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- FAA Order 6560.20B, Siting Criteria for AWOS/ASOS
- FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar

ANTENNA AND RACK SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**COCHISE COUNTY,
A political subdivision of the State of Arizona**

**Lease No. DTFAWN-16-L-00108
DUG, ASOS ACU
Douglas, AZ**

This lease is entered into by and between COCHISE COUNTY, a political subdivision of the State of Arizona, and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT whose address is Airport Manager, 1415 Melody Lane, BLDG C, Bisbee, Arizona 85603 is hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

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

1. DESCRIPTION (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises which shall be related to the FAA's activities in support of Air Traffic operations

Utilized for the Automated Surface Observing System (ASOS)

RACK SPACE:

The Acquisition Control Unit (ACU) located in the ASOS portion of the Equipment Room (10'6" X 8'4") within the Terminal Building.

ANTENNA SPACE:

An UHF Radio Antenna and a Ground to Air (GTA) Antenna located on the top of the Terminal Building located at BISBEE DOUGLAS INTERNATIONAL Airport, Bisbee, Arizona.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

2. **TERM (8/02)** - To have and to hold, for the term commencing on 10/01/2015 and continuing through 09/30/2035 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. **CANCELLATION (8/02)** - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
4. **CONSIDERATION (NO COST) (AUG-02)**: The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
5. **HOLDOVER (7/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.
6. **NON-RESTORATION (10/96)** - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)**
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
 - A. ELECTRICITY
 - B. SNOW REMOVAL
 - C. GROUND MAINTENANCE
 - D. OTHER SERVICES
8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

9. ELECTRICAL SAFETY (01/16) - The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:
- A. 29 CFR 1910, Subpart S, *Electrical*
 - B. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
 - C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
 - D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
 - E. NFPA 70E, *Electrical Safety in the Workplace*
 - F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
 - G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

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

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols* and requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

10. MAINTENANCE OF THE PREMISES (01/16) - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
11. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

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

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

13. **INTERFERENCE (10/08)** - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
14. **HOLD HARMLESS (10/96)** - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

15. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.

- A. ANTI-KICKBACK (7/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
- D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- E. CONTRACTOR IDENTIFICATION NUMBER -"DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
- F. COVENANT AGAINST CONTINGENT FEES (8/02)
- G. DEFAULT BY LESSOR (10/96)
- H. EXAMINATION OF RECORDS (8/02)
- I. INSPECTION (10/96)
- J. LESSOR'S SUCCESSORS (10/96)
- K. NO WAIVER (10/96)
- L. OFFICIALS NOT TO BENEFIT (10/96)
- M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
- N. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (7/14)
- O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

16. NOTICES: All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO THE LESSOR:

COCHISE COUNTY
AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603

Phone: 520-432-9730

TO THE GOVERNMENT:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE & UTILITIES GROUP, ALO-820
1601 LIND AVE. SW
RENTON, WA 98057

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

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

COCHISE COUNTY, A political subdivision of the State of Arizona

BY _____ Board Chairman
Signature Title Date

ATTEST:

By: _____ Date: _____
Arlethe Rios, Clerk of the Board

APPROVE AS TO FORM:

By: _____ Date: _____
Civil Deputy County Attorney

UNITED STATES OF AMERICA

BY _____ Real Estate
Contracting Officer
Signature Title Date

ANTENNA AND RACK SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**COCHISE COUNTY,
A political subdivision of the State of Arizona**

**Lease No. DTFAWN-16-L-00108
DUG, ASOS ACU
Douglas, AZ**

This lease is entered into by and between COCHISE COUNTY, a political subdivision of the State of Arizona, and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT whose address is Airport Manager, 1415 Melody Lane, BLDG C, Bisbee, Arizona 85603 is hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

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

1. DESCRIPTION (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises which shall be related to the FAA's activities in support of Air Traffic operations

Utilized for the Automated Surface Observing System (ASOS)

RACK SPACE:

The Acquisition Control Unit (ACU) located in the ASOS portion of the Equipment Room (10'6" X 8'4") within the Terminal Building.

ANTENNA SPACE:

An UHF Radio Antenna and a Ground to Air (GTA) Antenna located on the top of the Terminal Building located at BISBEE DOUGLAS INTERNATIONAL Airport, Bisbee, Arizona.

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2. TERM (8/02) - To have and to hold, for the term commencing on 10/01/2015 and continuing through 09/30/2035 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
4. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
5. HOLDOVER (7/14) – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.
6. NON-RESTORATION (10/96) - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
 - A. ELECTRICITY
 - B. SNOW REMOVAL
 - C. GROUND MAINTENANCE
 - D. OTHER SERVICES
8. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

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9. ELECTRICAL SAFETY (01/16) - The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:
- A. 29 CFR 1910, Subpart S, *Electrical*
 - B. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
 - C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
 - D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
 - E. NFPA 70E, *Electrical Safety in the Workplace*
 - F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
 - G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

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

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols* and requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

10. MAINTENANCE OF THE PREMISES (01/16) - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
11. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental

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payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

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

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

13. INTERFERENCE (10/08) - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
14. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

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15. **CLAUSES INCORPORATED BY REFERENCE:** The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.

- A. ANTI-KICKBACK (7/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
- D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- E. CONTRACTOR IDENTIFICATION NUMBER - "DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
- F. COVENANT AGAINST CONTINGENT FEES (8/02)
- G. DEFAULT BY LESSOR (10/96)
- H. EXAMINATION OF RECORDS (8/02)
- I. INSPECTION (10/96)
- J. LESSOR'S SUCCESSORS (10/96)
- K. NO WAIVER (10/96)
- L. OFFICIALS NOT TO BENEFIT (10/96)
- M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
- N. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (7/14)
- O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

16. **NOTICES:** All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO THE LESSOR:

COCHISE COUNTY
AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603

Phone: 520-432-9730

TO THE GOVERNMENT:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE & UTILITIES GROUP, ALO-820
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By: _____ Date: _____
Civil Deputy County Attorney

UNITED STATES OF AMERICA

BY _____ Real Estate Contracting Officer
Signature Title Date