

# CITY OF SATELLITE BEACH

CITY COUNCIL  
JULY 23, 2015

SPECIAL MEETING  
7:00 P.M.



**CITY OF SATELLITE BEACH, FLORIDA**

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565 CASSIA BOULEVARD 32937-3116  
(321) 773-4407  
(321) 779-1388 FAX



INCORPORATED 1957

**AGENDA**

**CITY COUNCIL**  
**SPECIAL MEETING**

**SATELLITE BEACH COUNCIL CHAMBERS**  
**565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JULY 23, 2015**  
**7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. DISCUSS/TAKE ACTION ON AGREEMENTS BETWEEN THE CITY OF SATELLITE BEACH AND PATRICK AIR FORCE BASE**
  - LICENSE TO MAINTAIN AND UTILIZE THE SOCCER FIELD**
  - MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT AND USE OF THE PELICAN COAST SOCCER FIELD**
- 3. DISCUSS/TAKE ACTION ON PRESENTATION OF FY 15/16 BUDGET**
- 4. DISCUSS/TAKE ACTION ON SETTING PROPOSED MILLAGE FOR FY 15/16**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.



## CITY COUNCIL AGENDA ITEM

# #2

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### DISCUSS/TAKE ACTION ON AGREEMENTS BETWEEN THE CITY OF SATELLITE BEACH AND PATRICK AIR FORCE BASE

- LICENSE TO MAINTAIN AND UTILIZE THE SOCCER FIELD
- MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT AND USE OF THE PELICAN COAST SOCCER FIELD

To: City Manager Courtney Barker  
From: Recreation Director Kerry Stoms  
Meeting Date: 7/23/2015  
Department: Recreation

**Recommended Action:** Approve Department of the Air Force License and Memorandum of Agreement for use of PAFB property.

**Summary:** The City has been working diligently with representatives from Patrick Air Force Base under the P4 Initiative to enter into an Agreement in which the PAFB soccer field (the recreation field just east of South Patrick Drive) can be used by the City by several youth sport organizations. There are two components to this action: Under the License, the City would maintain and schedule the use of the field; the Memorandum spells out the responsibilities for both parties if the License is approved. It is recommended that both documents be approved by City Council.

The use of this PAFB soccer field is an important component in the City's future project in which the DeSoto Recreation Field is refurbished for a stormwater project. Youth sport leagues currently using the DeSoto field will have to be relocated to the PAFB field.

City Staff and Attorney Beadle have reviewed this License and the Memorandum.

**Budget Impacts:** The addition of the field maintenance will impact the City's Public Works Department.

**Attachments:**

- Department of the Air Force License to City of Satellite Beach to use property located on Patrick Air Force Base
- Memorandum of Agreement between the 45<sup>th</sup> Space Wing and the City

License No. USAF-AFSPC-SXHT-15-2-0495

**DEPARTMENT OF THE AIR FORCE**

**LICENSE**

**TO**

**CITY OF SATELLITE BEACH**

**TO USE PROPERTY LOCATED**

**ON**

**PATRICK AIR FORCE BASE**

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**DEPARTMENT OF THE AIR FORCE**

**LICENSE**

**TO CITY OF SATELLITE BEACH**

**TO USE PROPERTY LOCATED  
ON  
PATRICK AIR FORCE BASE**

**PREAMBLE**

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 8013, hereby grants to the City of Satellite Beach a local governmental division within the county of Brevard and doing business under the laws of the State of Florida, hereinafter referred to as “Grantee”, a License at will for the use of the sports field located at the western end of the Pelican Coast Housing area at Patrick Air Force Base, hereinafter referred to as “Installation,” identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises.” Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties.” For purposes of this License, Grantor includes the United States Government and the Department of the Air Force. The purpose of this License is to allow the Grantee to exercise joint use of the sports field to provide youth sports programs to base and local youth.

**THIS LICENSE** is granted subject to the following conditions.

**BASIC TERMS**

**1. TERM**

**1.0.** The term of this License shall be 5 years commencing 1 September 2015 (“Term Beginning Date”) and ending 31 August 2020 (“Term Expiration Date”), unless sooner terminated by

Grantor. The obligations of Grantee (excluding those of Condition 2), including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Grantee, shall remain in effect after the termination of this License unless otherwise agreed to by the Parties.

## **2. RENT**

**2.1.** The consideration for this license will be the protection, care and maintenance of the Premises.

**2.2.** The use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Department of the Air Force.

## **3. CORRESPONDENCE**

**3.0.** All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Grantor, to 45 CES/CEI, Real Property Officer, 1224 Jupiter St, Patrick AFB, FL 32925-3343, and, if to Grantee, to City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, FL 32937-3116, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service or any recognized delivery service.

## **4. USE OF THE PREMISES**

**4.1.** The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation Commander or his duly authorized representative, hereinafter referred to as "said officer."

**4.2.** In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers,

employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License.

**4.3.** In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time to time and at Grantee's expense, upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within thirty (30) days after any aforesaid notice, the Installation Commander may cause the same to be done at the expense of the Grantee.

## **5. DEFAULT, REMEDIES, AND TERMINATION**

**5.0.** This License may be terminated at will by the Grantor and such termination shall not create any liability on the part of Grantor for Grantee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Grantor.

## **OPERATION OF THE PREMISES**

### **6. EASEMENTS AND RIGHTS OF WAY**

**6.0.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises with due regard for this License.

### **7. CONDITION OF PREMISES**

**7.0.** Grantee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this License.

### **8. MAINTENANCE OF THE PREMISES**

**8.0.** Regarding the Grantee's use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in

protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee's activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

## 9. TAXES

**9.0. Grantee Payment of Taxes.** The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this License may be imposed on the Grantee or the Premises.

## 10. INSURANCE

**10.1. Risk of Loss.** The Grantee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government; provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this License.

**10.2. License Insurance Coverage.** During the entire period this License shall be in effect, the Grantee, at no expense to the Government, will carry and maintain, and as appropriate, require any contractor performing work on the Premises to carry and maintain, the following at no expense to the Government, the following insurance coverages:

10.2.1. Property insurance coverage against loss or damage by open perils or its equivalent, including fire, in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Grantee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by the Grantee as permitted under the provisions of the License).

10.2.1.1. If the Premises are located in an area that is prone to suffer property loss and damage from earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a State or Federal program, in such amounts and with such limitations and retentions satisfactory to the Government.

10.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Premises, including any building thereon and sidewalks, streets, passageways and interior space used to access the Premises. Such insurance must be effective at all times throughout the License Term, with limits of not less than single limit minimum coverage of \$2 million each occurrence and no

aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies,

10.2.2.1. An ISO business auto policy or its equivalent, covering bodily injury, death and property damage arising from covered auto Symbol 1 (“any auto”) or its equivalent, with limits of at least \$5 million each occurrence. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.3. If and to the extent required by law, Workers’ compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers’ liability, with limits of \$1 million each coverage and policy limit.

**10.3. General Requirements.** All insurance required by this License shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this License; (ii) underwritten by insurers authorized to underwrite insurance in the State where the Premises are located, and must have a rating of at least B+ by the most recent edition of *Best’s Key Rating Guide*; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days’ written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. The Government shall appear in all policies as 45 CES/CEI, Real Property Office, 1224 Jupiter Street, Patrick AFB, FL 32925-3343. In no circumstance will the Grantee be entitled to assign to any third party rights of action that the Grantee may have against the Government. The Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Grantee or contractor under this License will constitute a failure to comply with the terms of the License, and the Government shall have the right to terminate the License upon receipt of any such cancellation notice, but only if the Grantee fails to cure such noncompliance to the extent allowed.

**10.4.** Commercial general liability and business auto liability insurance required pursuant to this agreement shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer. Property policies will provide for the Government as a loss payee to the same coverage as the named insured.

**10.5. Evidence of Insurance.** The Grantee shall deliver or cause to be delivered upon execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this License), at the Government’s option, a certified copy of each policy of insurance required by this License, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this License, in a form acceptable to the Government, and including such endorsements necessary.

**10.6. Damage or Destruction of Premises.** In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1. In the event that the Government in consultation with the Grantee determines that the magnitude of damage is so extensive that the Premises cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty (“Extensive Damage or Destruction of Premises”), either Party may terminate this License as provided herein. If this License is terminated, any insurance proceeds received as a result of any casualty loss to the Premises shall be applied to the restoration of the Premises prior to being afforded to the Grantee.

10.6.2. In the event that the Government in consultation with the Grantee shall determine that Extensive Damage or Destruction of the Premises has not occurred, neither Party shall have the right to terminate this License. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Premises as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Premises shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Premises to the reasonable satisfaction of the Government.

10.6.3. Notwithstanding any other provision of this License, the Grantee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this License; provided, however, that if the Grantee’s statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this License, the Grantee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this License when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Grantee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Grantee’s self-insurance is subject, the Grantee’s source of funds to pay any claim from any risk for which insurance is required under this License, and any other information which the Government may require to assess the Grantee’s request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this License.

## **11. ALTERATIONS**

**11.0.** No additions to or alterations of the Premises shall be made without the prior written approval of said officer.

## **12. COSTS OF UTILITIES/SERVICES**

**12.0.** Regarding the Grantee’s use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force.

### **13. RESTORATION**

**13.0.** On or before (or, in the case of abandonment, after) the date of expiration of this License or its termination by the Grantor, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee.

### **CHANGES IN OWNERSHIP OR CONTROL**

### **14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL**

**14.0.** Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 14 as “transfer”), this License or any interest therein or any property on the Premises, or otherwise create any interest therein.

### **15. LIENS AND MORTGAGES**

**15.0.** Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Grantor.

### **ENVIRONMENT**

### **16. ENVIRONMENTAL COMPLIANCE**

**16.1.** In its activities under this License, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

**16.2.** The Licensee shall comply with the Patrick AFB and the 45th Space Wing spill prevention control and countermeasure plan and hazardous materials/wastes plan, or in the alternative, its own such plans for operations on the Premises, provided the plans have been approved by the appropriate regulatory authorities and are acceptable to the Commander.

### **17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT**

**17.1. Asbestos-Containing Materials (ACM).** The Grantee is warned that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain ACM. The Government is not

responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

**17.2. Lead-Based Paint (LBP).** The Grantee recognizes and acknowledges that LBP materials may be present on exterior and interior surfaces of facilities within the Premises or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Premises Improvements. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

**18.1.** Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

**18.2.** Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

## **19. HISTORIC PRESERVATION**

**19.0.** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1. IRP Records.** On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Premises, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Premises. If the Installation has been listed on the National Priorities List (NPL) at the time this License is granted, or is listed subsequent to the granting of this License, the Air Force will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Air Force and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this License, the terms of the FFA

shall govern.

**20.2. No Liability for Interference.** The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Premises. The Grantee agrees that notwithstanding any other provision of this License, the Government shall have no liability to the Grantee should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Premises. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this License or otherwise.

**20.3. Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Premises for the purposes enumerated in this Condition.

20.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP;

20.3.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Premises or to verify any data submitted to the United States Environmental Protection Agency (EPA) or the State environmental department by the Government relating to such conditions; and

20.3.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.3.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.3.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

**20.4. Response or Remedial Actions.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee or its invitees shall have no claim arising from such entries against

the Government or any of its officers, agents, employees, contractors, or subcontractors. In addition, the Grantee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

**20.5. Alterations and Environmental Cleanup.** The Grantee further agrees that it shall deliver to the Government prior written notice accompanied by a detailed written description of all proposals for any Alterations (as defined in Condition 11) that may impede or impair any activities under the IRP, or the FFA if applicable, or are to be undertaken in certain areas of the Premises identified as “Areas of Special Notice” on **Exhibit C** to this License. These Areas of Special Notice consist of either “Operable Units” (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on **Exhibit C**. The notice and accompanying written description of such proposals shall be provided to the Government sixty (60) days in advance of the commencement of any such Alterations. In addition, Alterations shall not commence until Grantee has complied with the provisions of Condition 11. The detailed written description must include the effect such planned work may have on site soil and groundwater conditions and the cleanup efforts contemplated under the IRP and the FFA, if applicable. Notwithstanding the preceding three sentences, the Grantee shall be under no obligation to provide advance written notice of any Alterations that will be undertaken totally within any structure located on the Premises, provided that such work will not impede or impair any activities under the IRP or the FFA, if applicable. However, any work below the floor of any such structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the IRP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this Condition 20.5.

## **21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY**

**21.0.** A Supplemental Environmental Baseline Survey (SEBS) for the Premises dated 12 June 2015, has been delivered to the Grantee and is attached as **Exhibit D** hereto. If provided, the SEBS sets forth those environmental conditions and matters on and affecting the Premises on the Term Beginning Date as determined from the records and analyses reflected therein. The SEBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Premises in determining whether to enter into this License. A separate Environmental Baseline Survey (EBS) for the Premises shall be prepared by the Government, after the expiration or earlier termination of this License (“Final EBS”). Such Final EBS shall document the environmental conditions and matters on and affecting the Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Premises under this License including, without limitation, Paragraphs 13 and 16.

## GENERAL PROVISIONS

### 22. GENERAL PROVISIONS (AIR FORCE PROPERTY)

**22.0.** Any interference with the use of or damage to property under control of the Department of the Air Force, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

### 23. SPECIAL PROVISIONS

**23.0.** RESERVED.

### 24. RIGHTS NOT IMPAIRED

**24.1. Rights Not Impaired.** Nothing contained in this License shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2. Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces Federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Premises at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Premises by the Grantee Parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3. Permanent Removal and Barment.** Notwithstanding anything contained in this License to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Grantee's officers, employees, contractors of any tier, agents, and invitees, if it believes, in its sole discretion, that

the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

**24.4. No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this License shall be construed to diminish, limit, or restrict any right of the Grantee under this License.

## **25. COMPLIANCE WITH APPLICABLE LAWS**

**25.0.** Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to engage in its activity. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

## **26. AVAILABILITY OF FUNDS**

**26.0.** The obligations of Grantor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

## **27. CONGRESSIONAL REPORTING**

**27.0.** This License is not subject to 10 U.S.C. § 2662.

## **28. AMENDMENTS**

**28.0.** This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

## **29. GENERAL INDEMNIFICATION**

**29.1.** Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this License. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

**29.2.** Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee under this License, whether tortious, contractual, or other, except to the extent such damage is the result of gross negligence or willful misconduct on the part of the Grantor.

**30. ENTIRE AGREEMENT**

**30.0.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

**31. CONDITION AND PARAGRAPH HEADINGS**

**31.0.** The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

**32. STATUTORY AND REGULATORY REFERENCES**

**32.0.** Any reference to a statute or regulation in this License shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

**33. PRIOR AGREEMENTS**

**33.0.** This License supersedes all prior agreements, if any, to the Grantee for the Premises, but does not terminate any obligations of the Grantee under such prior Licenses that may by their terms survive the termination or expiration of those Licenses, except to the extent such obligations are inconsistent with this License.

**34. EXHIBITS**

**34.0.** Three exhibits are attached to and made a part of this License, as follows:

Exhibit A – MAP OF PREMISES

Exhibit B – DESCRIPTION OF PREMISES

Exhibit C – AREAS OF SPECIAL NOTICE

Exhibit D – ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION  
OF THE PROPERTY

License No. USAF-AFSPC-SXHT-15-2-0495

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

BY: \_\_\_\_\_  
NINA M. ARMAGNO  
Brigadier General, USAF  
Commander

This License is also executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SATELLITE BEACH

BY: \_\_\_\_\_  
COURTNEY BARKER  
Manager, City of Satellite Beach

**EXHIBIT A—MAP OF PREMISES**

The map or maps attached as this Exhibit A show the Premises.





**EXHIBIT B—DESCRIPTION OF PREMISES**

This 5.08 acre parcel is located in the Northwest corner of Patrick AFB's South housing area. Its boundaries are as follows:

Northwest corner lies on X/Y: 28.19392269922 / -80.6051313625, travel due east 293.50 feet to the northeast corner X/Y coordinates 28.193910626 / -80.6051313625, head due south 398.83 feet to X/Y coordinates 28.1928836736 / -80.6050273432, travel southeast 212.50 feet to X/Y coordinates 28.1925431804 / -80.6045219666, head southwest 128.89 feet to X/Y coordinates 28.1922055093 / -80.6046166476, head 409.74 feet due west to X/Y coordinates 28.1922188822 / -80.6059874511, finally head due north 625.09 feet and end at the northwest corner of the parcel with the X/Y coordinates 28.19392269922 / -80.6051313625.

**EXHIBIT C—AREAS OF SPECIAL NOTICE**

There are no areas of special notice.

License No. USAF-AFSPC-SXHT-15-2-0495

**EXHIBIT D—SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL  
CONDITION OF THE PREMISES**

# Supplemental Environmental Baseline Survey

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License to the City of Satellite Beach, Florida  
USAF-License AFSPC-SXHT-15-2-0495

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Prepared by 45 CES/CEIE

6/12/2015

## **Executive Summary**

An Environmental Baseline Survey (EBS) was certified for the proposed outgrant/privatization of the South Military Family Housing (MFH) area, also known as Capehart Housing, at Patrick Air Force Base (PAFB), Florida, in January, 1999. The purpose of the EBS was to assess and document the existing environmental condition of real property inside the boundary fence in the South MFH on PAFB as requested by the 45<sup>th</sup> Space Wing. In 2000 and 2001, Supplemental EBSs were subsequently certified for additional real property transactions in the subject area.

This Supplemental EBS has been prepared to support a license to the City of Satellite Beach to utilize an existing athletic field (referred to as the "South Patrick Soccer/Football Field") that was formerly in South MFH. The field was included in the scope of the original 1998 EBS and 1999 and 2001 Supplemental EBSs. This Supplemental EBS provides support that there has been no substantial change in existing site conditions or land uses since the original evaluation and surrounding circumstances have not changed.

The scope of this Supplemental EBS includes conducting a visual site inspection, reviewing USAF and other records and documenting any changes in environmental conditions from the original EBS and subsequent Supplemental EBSs (contained in the Appendix A).

This Supplemental EBS was conducted in accordance with United States Air Force Instruction (AFI) 32-7066 *Environmental Baseline Surveys in Real Estate Transactions* (dated January 26, 2015).

## **Assessment of Adjacent Properties**

Land use within a one-mile radius of South MFH is primarily private housing with numerous small businesses. A review of the state environmental records database confirms that there are no currently reported environmental violations at these facilities.

## **Property Categorization**

Appendix B contains the AFI 32-7066 Property Category Definitions.

## **South Patrick Soccer/Football Field**

The EBS in 1999 and Supplemental EBSs in 2000 and 2001 categorized the area as a Category 2 property. Based on this Supplemental EBS, no change to this categorization is recommended.

## **Findings and Recommendations**

Based upon the full scope of this investigation, 45 CES/CEIE finds the following:

South Patrick Soccer/Football Field: No environmental concerns requiring additional investigation were noted in the 1999 EBS and 2000 and 2001 Supplemental EBSs; and no new environmental concerns were noted as a result of this Supplemental EBS.

Based on the findings/conclusions of this Supplemental EBS and supporting documentation, it is recommended that the license of the subject property to the City of Satellite Beach proceed as proposed.

## **Facility Description, Current Use and Changes in Use since the Last EBS**

### **South Patrick Soccer/Football Field**

The subject area was identified as an athletic field in the original EBS and Supplemental EBSs for the site. Due to concerns about safety, the field was improved through a Simplified Acquisition Base Engineering Requirements (SABER) project in 2013. That project consisted of removing the existing sod, re-grading the site, upgrading the irrigation system, and installing new sod to provide a more level field and remove tripping hazards. No hazardous materials or petroleum products were introduced to the site to accomplish the SABER project.

Through the 45 CES/CEIE Exotics Control program, 17 Brazilian pepper trees were treated and removed from the perimeter of the site. A minimal amount of the herbicide glyphosate was applied to the stumps of the trees to prevent regrowth prior to their complete removal. Due to the small amount of herbicide used and its lack of persistence in the environment, there are no environmental concerns associated with this activity.

The current inspection, records review, and interviews substantiate that the following categories of property disclosure for the subject area remain unchanged from the original EBS and Supplemental EBSs:

- Environmental Setting*
- Natural Resources*
- Threatened and Endangered Species*
- Facilities*
- Hazardous Substances*
- Hazardous Materials and Petroleum Products*
- Hazardous and Petroleum Wastes*
- Installation Restoration Program Contamination*
- Storage Tanks*
- Oil Water Separators*
- Pesticides*
- Medical or Biohazardous Waste*
- Ordnance*
- Radioactive Waste Storage*
- Solid Waste*
- Groundwater*
- Wastewater Treatment*
- Collection and Discharge*
- Drinking Water Quality*
- Asbestos*
- Polychlorinated Biphenyls*
- Radon*
- Lead-Based Paint*
- Property Findings and Conclusions*

## **Visual Site Inspection**

### **Methodology and Limiting Conditions**

A review of the subject property was conducted during a physical visual inspection of the properties on May 6, 2015 by Eva Long (45 CES/CEIE) and Tommy Phillips (45 CES/CEIAP).

Only a visual inspection was conducted. No sampling, subsurface investigations or testing was conducted.

### **Observations**

#### **South Patrick Soccer/Football Field**

The subject area is a completely fenced, grassy field with wooden exterior light poles, a scoreboard, soccer goals, and viewer stands. There are two refuse containers at the field that at the time of inspection contained miscellaneous garbage typical for an outdoor venue (cups, plastic drink bottles, for example). The turf at the site is overgrown and unmaintained.

No evidence of recent spills, hazardous materials, petroleum, or debris at the site was observed. No liquid storage containers or drums were observed. There were no signs of distressed vegetation. The paved area to the west and south of the site is in good condition. No new environmental issues were noted. Location maps and photographic documentation of the visual site inspection are included in Appendix C.

### **Records Review**

#### **Spills**

Based on a review of the spill records database, there were no spills recorded for the site since the original EBS and Supplemental EBSs were certified. There are no above ground storage tanks at or immediately adjacent to the site. There are no recorded environmental concerns associated with tanks within the subject area.

#### **USAF Environmental Restoration Program (ERP)**

The Environmental Restoration Program (ERP) directs environmental investigations in the 45<sup>th</sup> Space Wing. Based on a review of ERP records, there are no ERP sites in the subject area. This is consistent with the findings in the original EBS and Supplemental EBSs for the site. The ERP program manager confirms that there are no environmental issues that require further in the subject area.

### **Interviews**

Interview documentation is contained in Appendix D.

**Certifications**

45 CES/CEIE conducted this Supplemental EBS on the South Patrick Soccer/Football field in the former South MFH area. Records were reviewed, interviews were conducted, and a visual site inspection was performed. The information contained in this Supplemental EBS is based primarily on records made available to the preparer and the preparer's professional knowledge. The information contained within this document is correct and current as of June 2015.

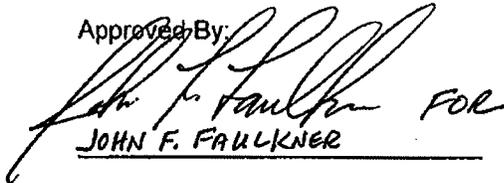
Certified by:

  
\_\_\_\_\_

Date: 6/12/2015

Eva Long  
45 CES/CEIE

Approved By:

  
\_\_\_\_\_ FOR  
JOHN F. FAULKNER

6/12/2015

Patrick S. Giniewski  
Chief, Installation Management Flight

Date

**APPENDIX A**  
**1999 ENVIRONMENTAL BASELINE SURVEY**  
**2000 AND 2001 SUPPLEMENTAL BASELINE SURVEYS**

**FINAL**

**ENVIRONMENTAL BASELINE SURVEY**

**SOUTH MILITARY FAMILY HOUSING**  
**PATRICK AFB, FLORIDA**



Contract No. F08650-98-D-0016  
Delivery Order No. 5002

Prepared For:

45th CES/CEV  
Patrick Air Force Base, Florida

Prepared By:

Vista Technologies Inc.  
42 North Brevard Ave.  
Cocoa Beach, Florida

DECEMBER 1998

## 8.0 CERTIFICATIONS

### 8.1 Certification of the Environmental Baseline Survey for South Military Family Housing, also known as Capehart Housing, Patrick Air Force Base, Florida

Vista Technologies conducted this Environmental Baseline Survey (EBS) on South Military Housing, also known as Capehart Housing, Patrick Air Force Base, Florida, on behalf of the 45<sup>th</sup> Space Wing. All appropriate records were reviewed and visual site inspections of the subject property were conducted. The information contained in this EBS is based primarily on records made available pertaining to the period of Air Force occupation of the subject property, the EDR-Radius Map, and on the preparer's professional knowledge. The information contained within is correct and current as of December 1998.

### 8.2 Certification of PCB Clearance

A records search and an on-site inspection indicate that this property has not been exposed to polychlorinated biphenyl (PCB) materials or equipment.

Certified By:  Date: 28 Dec 98  
JOHN HERRMANN, P.E., Program Manager  
Environmental Support Contract

Approved by:  Date: 6 Jan 99  
JOHN H. MORRILL, Lt Col, USAF  
Range/Base Civil Engineer

# **ENVIRONMENTAL BASELINE SURVEY**

## **SOUTH MILITARY FAMILY HOUSING PATRICK AFB, FLORIDA**



**Contract No. F08650-98-D-0016  
Delivery Order No. 5002**

**Prepared For:  
45th CES/CEV  
Patrick Air Force Base, Florida**

**Prepared By:  
Vista Technologies Inc.  
42 North Brevard Ave.  
Cocoa Beach, Florida**

**REVISED: NOVEMBER 2000**

## 8.0 CERTIFICATIONS

### 8.1 Certification of the Environmental Baseline Survey for South Military Family Housing, also known as Capehart Housing, Patrick Air Force Base, Florida

Vista Technologies conducted this Environmental Baseline Survey (EBS) on South Military Housing, also known as Capehart Housing, Patrick Air Force Base, Florida, on behalf of the 45<sup>th</sup> Space Wing. All appropriate records were reviewed and visual site inspections of the subject property were conducted. The information contained in this EBS is based primarily on records made available pertaining to the period of Air Force occupation of the subject property, the EDR-Radius Map, and on the preparer's professional knowledge. The information contained within is correct and current as of December 1998.

### 8.2 Certification of PCB Clearance

A records search and an on-site inspection indicate that this property has not been exposed to polychlorinated biphenyl (PCB) materials or equipment.

Approved by: Thomas C. Russell Date: 22 NOV 00  
THOMAS C. RUSSELL, P.E., GM-14  
Deputy Range/Base Civil Engineer

**SUPPLEMENTAL  
ENVIRONMENTAL BASELINE SURVEY  
SOUTH MILITARY FAMILY HOUSING  
PATRICK AFB, FLORIDA**



Contract No. F08650-98-D-0016

Prepared For:

45th CES/CEV  
Patrick Air Force Base, Florida

Prepared By:

Vista Technologies Inc.  
42 North Brevard Ave.  
Cocoa Beach, Florida

JANUARY 2001

**8.0 CERTIFICATIONS**

No changes made, refer to the 12/98 EBS.

**8.1 Certification of the Environmental Baseline Survey for South Military Family Housing, also known as Capehart Housing, Patrick Air Force Base, Florida**

Vista Technologies conducted this Environmental Baseline Survey (EBS) on South Military Housing, also known as Capehart Housing, Patrick Air Force Base, Florida, on behalf of the 45<sup>th</sup> Space Wing. Records were reviewed, original interviewees recontacted, and current visual site inspections of the subject property were conducted. The information contained in this EBS is based primarily on records made available pertaining to the period of Air Force occupation of the subject property, the EDR-Radius Map, and on the preparer's professional knowledge. The information contained within is correct and current as of January 2001.

Certified By:

*E. A. Stokes III*

Date: 19 JAN 01

E. ALEXANDER STOKES III, REM, GS-14  
Chief, Environmental Flight

Approved by:

*Thomas C. Russell*

Date: 22 JAN 01

THOMAS C. RUSSELL, P.E., GM-14  
Deputy, Range/Base Civil Engineer

**8.2 Certification of PCB Clearance**

No changes made, refer to the 12/98 EBS.

**9.0 ACRONYMS AND ABBREVIATIONS**

No changes made, refer to the 12/98 EBS.

**APPENDIX B**  
**PROPERTY CATEGORIZATION CODES**

Category 1: An area or real property where no storage, release, or disposal of hazardous substances or petroleum products or their derivatives has occurred into the environment or structures or disposed on the subject property (including no migration of these substances from adjacent properties).

Category 2: An area or real property where only the release or disposal of petroleum products or their derivatives has occurred.

Category 3: An area or real property where release, disposal, or migration or some combination thereof, of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action.

Category 4: An area or real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken.

Category 5: An area or real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred and removal or remedial actions or both, are under way, but all required actions have not yet been taken.

Category 6: An area or real property where release, disposal, or migration or some combination thereof, of hazardous substances has occurred, but required response actions have not yet been initiated.

Category 7: An area or real property that is unevaluated or requires additional evaluation.

**APPENDIX C**

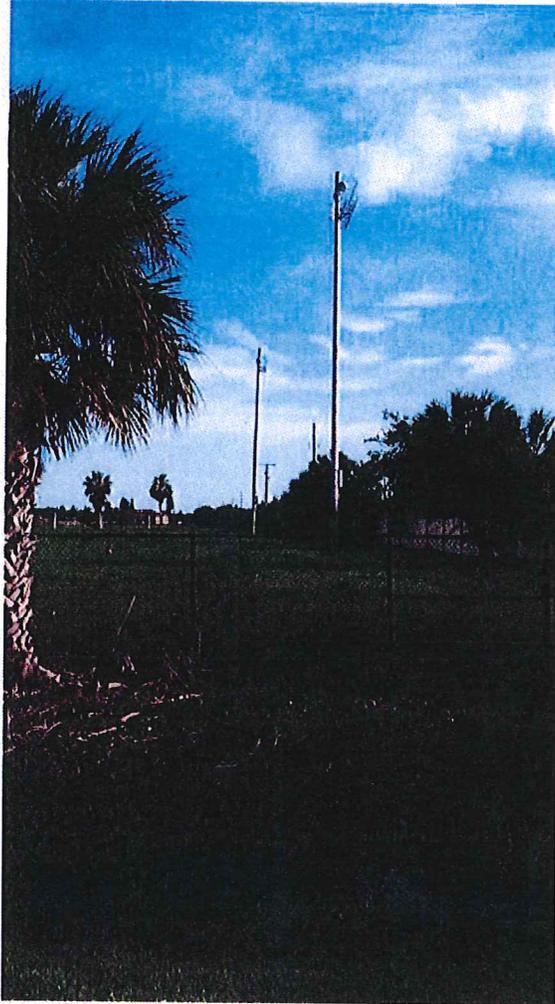
**LOCATION MAP AND SITE INSPECTION PHOTOGRAPHS**



Ballfield, View to north, 6 May 2015  
Wooden light poles exist on the perimeter of the field. The field within the fence consists of overgrown turf, 2 soccer goals, bleachers, and a scoreboard.



Ballfield, View to west, 6 May 2015  
There were two refuse containers at the field with miscellaneous garbage. No spills or hazardous materials/wastes were noted near the containers.



Ballfield, View of the southwest side, 5 May 2015  
A concrete fence borders the site to the west. Electrical poles run between the fence and South Patrick Drive. In the foreground is a small stormwater conveyance outside of the proposed licensed area.

APPENDIX D  
INTERVIEW DATA

Interviewee: John Langett, AFCEC/CZOE, Environmental Restoration Program (ERP)  
Interviewer: Eva Long, 45 CES/CEIE, NEPA Specialist  
Interview date: 05 May 2015

Mr. Langett noted that there are no ERP concerns for South Housing. Mr. Langett stated that the southern-most PAFB active ERP site is the golf course landfills, located approximately 2 miles north of the subject ballfield. As stated in the EBSs for South Military Family Housing, there were no IRP concerns for South Housing in the past (assessment reporting documented in 1992).

Interviewee: Thomas J. Tiedeman, Environmental Support Contractor, Spill Records  
Interviewer: Eva Long, 45 CES/CEIE, NEPA Specialist  
Interview date: 05 May 2015

Based on a review of the spill records database, there were no spills associated with South Housing or the licensed area since the above-referenced EBSs were certified. Additionally, Mr. Tiedeman advised that there are no ASTs at or immediately adjacent to the site. As stated in the EBSs for South Military Family Housing, there were no tank concerns for South Housing in the past.

Interviewee: Mark Dixon, AFCEC/CZOE, (former) Water Compliance  
Interviewer: Eva Long, 45 CES/CEIE, NEPA Specialist  
Interview date: 05 May 2015

Interviewee: SSgt Johntavion Jackson, 45 CES/CENME, SABER POC  
Interviewer: Eva Long, 45 CES/CEIE, NEPA Specialist  
Interview date: 12 May 2015

As stated in the above-referenced EBSs, there were several wells that were in poor condition and almost all of the wells were closed after privatization. SSgt Jackson advised that under the SABER contract an irrigation system was installed at the site and connected to an existing well and pump system. Mr. Dixon noted that upgrades of the well and/or pump system at the site would have to be coordinated through 45 CES/CEIE.

MEMORANDUM OF AGREEMENT BETWEEN  
THE 45TH SPACE WING (45 SW)  
AND  
THE CITY OF SATELLITE BEACH (CSB)  
FOR  
MANAGEMENT AND USE OF THE PELICAN COAST SOCCER FIELD  
AGREEMENT NUMBER FB2520-15XXX-516

This is a Memorandum of Agreement (MOA) between the 45 SW and the CSB. When referred to collectively, the 45 SW and the CSB are referred to as the "Parties".

1. **BACKGROUND:** This MOA stems from the United States Air Force's Community Partnership Initiative.
2. **AUTHORITIES:** This cooperative venture is made possible through the partnership with Satellite Beach community leaders under the United States Air Force's Community Partnership Initiative. This strategic partnership allows parties to find creative ways to leverage existing capabilities and resources. It also provides a key mechanism to focus on achieving increased participation in underutilized facilities by finding shared value. By doing so: quality of life for the general public and installation families increase; operations & maintenance operating costs for 45 SW are reduced for its Pelican Coast soccer field; and excess capacity on the sports field greatly is reduced through joint utilization.
3. **PURPOSE:** The purpose of this document is to achieve mutual agreement of the terms and conditions under which the Parties will work in good faith to develop a partnership whereby the Air Force will provide the CSB long-term, exclusive use of its multi-purpose athletic field (the "Property") so that the CSB can provide youth sports programs to the community at large, to include active duty military members, in the military housing community at no cost to the Government. In entering this agreement, CSB recognizes and acknowledges that the authority to enter into a long-term, exclusive use lease resides with the Deputy Assistant Secretary of the Air Force for Environment, Safety and Infrastructure (SAF/IEE) and not the 45 SW; and that this agreement does not guarantee that the SAF/IEE will approve a long-term lease or warrant any consideration to the CSB if the Parties fail to reach agreement on the lease.

#### 4. RESPONSIBILITIES OF THE PARTIES:

##### 4.1. The 45 SW will:

4.1.1. Issue a Right-of-Entry to the CSB to enter upon the Property for purposes of facility evaluation, surveys, and general maintenance of the Property prior to issuance of a real estate license.

4.1.2. Upon mutual agreement of terms and conditions, issue a real estate license for non-exclusive use of the Property to the CSB to allow CSB to utilize the fields for youth sports programs while seeking SAF/IEE approval of a long-term lease. The period of the license will be for five (5) years.

4.1.3. Submit a request to SAF/IEI for the long-term, exclusive lease of the Property to the CSB for a period of fifteen (15) years.

4.1.4. Relinquish operational control of the Property to the CSB for the purpose of field maintenance, scheduling and use, and infrastructure improvements as deemed necessary by the CSB to provide youth and adult sports programs.

4.1.5. Submit to CSB Recreation Department the PAFB youth sports requirements at least 180 days in advance.

4.1.6. Prepare an environmental baseline survey, if required for the lease document, at its own expense.

4.1.7. Prepare a fair market appraisal of the property for the lease package.

##### 4.2. The City of Satellite Beach will:

4.2.1. Not operate youth programs on the Property until the license is issued.

4.2.2. Incorporate 45 SW youth sports program requirements into its youth recreational program on an as required basis.

4.2.3. Grant 45 SW youth sports program requests on a priority basis when such requests are made 180 days in advance. Program requests made outside of seasonal planning will be considered on a space available basis.

4.2.4. Operate, maintain and sustain the Property and associated sports field playing surface according to American Society for Testing and Materials (ASTM) standards at no cost to the Government.

4.2.5. May demolish, remove and dispose of bleachers, field lights and light poles from Schoebel, T-ball and Major Fields as it deems fit.

4.2.6. Transfer the electricity billing account to CSB and pay all utility costs associated with management and use of the sports field.

4.2.7. Make infrastructure improvements to the field and surrounding area only after securing approval from 45 SW.

4.2.8. Provide, at the CSB's expense, a boundary survey of the lease parcel to the Air Force for inclusion in the lease package.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the 45 SW:

6.1.1.1. Lawrence E. Hornback, (321) 494 – 8090, is the Primary POC

6.1.1.2. Nathalie W. Wilson, (321) 494 – 9096, is the Alternate POC

6.2.1. For the CSB:

6.2.1. Kerry Stoms, (321) 773 – 6458, is the Primary POC:

6.2.2. Courtney Barker, (321) 773 – 4407, is the Alternate POC:

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 45 SW, to:

6.2.1. Chief of Community Services, 610 O'Malley Road, Patrick AFB, FL, 32925

and, if to the CSB, to

6.2.2. Recreation Director, City of Satellite Beach, 1089 S Patrick Dr., Satellite Beach, FL, 32937

6.3 REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4 MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5 DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: The expiration date of this agreement is a date that is 4 years and 364 days from the date of final signature.

## 7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using the party's financial management and accounting policies.

7.2. BILLING: There are no billing requirements between the Parties associated with this agreement.

7.3 PAYMENT OF BILLS: Each party shall satisfy their own obligations with respect to execution of this agreement.

7.4 FINANCIAL SPECIFICS: None

AGREED:

For the 45 SW

For the CSB

\_\_\_\_\_  
NINA M. ARMAGNO  
Brigadier General, USAF  
Commander, 45th Space Wing

\_\_\_\_\_  
COURTNEY BARKER  
City Manager  
Satellite Beach

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## FINANCIAL ATTACHMENT TO (MOA) TEMPLATE

### ATTACHMENT/APPENDIX

To

[use same subject and agreement number(s) from the original MOA title section]

#### Financial details for a reimbursable MOA

1. Reimbursable support: [list sub-paragraphs from section 4 that specify the reimbursable support]
2. Estimated amount of funds to be reimbursed: \$ \_\_\_\_\_,  
Appropriation : \_\_\_\_\_ FY \_\_\_\_\_.
3. Business Partner Network (BPN) Number (if required) 45 SW \_\_\_\_\_,  
[second party] \_\_\_\_\_.
4. Financial Points of Contact:  
  
45 SW:  
  
[second party]:
5. [Add any other financial information that is required by the FMR or any other reference, or is desired to be included in the MOA but is not included in the format of the MOA elsewhere]