

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, March 21, 2018
Council Chambers – City Hall
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, March 21, 2018 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and may also be heard on the radio on 1650 AM.

I. ROLL CALL

MITCHELL FOGEL	CHAIR
CHERYL BUDD	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
GENE FOLDEN	BOARD MEMBER
JACK FOX	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
MELVIN POLLACK	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of February 21, 2018.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon

which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and /or to extend the allotted time per speaker.

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the February 2018 Financial Report.

Consider a Motion for approval of the Financial Report for February 2018.

VIII. TENANT REPORTS AND REQUESTS

A. Atlantic Aviation Extension Request – Temporary Office Building Occupied by Sky One Holdings LLC d/b/a Privaira.

Consider Resolution No. 03-05-18 of the Boca Raton Airport Authority approving the request of Atlantic Aviation to extend the approved term of temporary office space in use by Sky One Holdings LLC d/b/a Privaira for a period not to exceed 18 months.

B. Signature Flight Support Special Event Request.

Consider Resolution No. 03-06-18 of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support to hold a Wings, Wheels and Fashion Special Event benefiting charity on April 21, 2018.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of February 2018.

B. Status Report on the Safety Management System Gap Analysis Project.

C. Security Guard Services – Contract Renewal.

Consider Resolution No. 03-07-18 of the Boca Raton Airport Authority approving renewal of the agreement between the Authority and P.G. Security Inc. d/b/a Platinum Group Security for security guard services at the Boca Raton Airport for the period beginning on May 1, 2018 and ending at midnight on April 30, 2019.

D. Request to approve Supplemental Joint Participation Agreement for Financial Project No. 437956-1-94-01 with the State of Florida Department of Transportation for Airfield Pavement Rejuvenator & Taxiway Connector Work.

Consider Resolution No. 03-08-18 of the Boca Raton Airport Authority accepting the Supplemental Joint Participation Agreement with the State of Florida Department of Transportation for Airfield Pavement Rejuvenator & Taxiway Connector Work.

E. Customs and Border Protection Facility Lease Agreement.

Consider Resolution No. 03-09-18 of the Boca Raton Airport Authority authorizing the Executive Director to execute a lease between the Boca Raton Airport Authority and the U.S. Government for the Boca Raton Airport US Customs and Border Protection Facility, Lease Number HSBP-7117-L-IN0376.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for April 18, 2018 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
February 21, 2018
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Mitchell Fogel	Chair
Cheryl Budd	Vice-Chair
Randy Nobles	Secretary/Treasurer
Gene Folden	Board Member
Jack Fox	Board Member - ABSENT
James R Nau	Board Member
Melvin Pollack	Board Member

COUNSEL

Amy Petrick, Esquire – Lewis Longman Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Robert Abbott, Operations Coordinator
William Urbanek, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, www.bocairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the January 17, 2018 Regular Meeting was made by Ms. Budd and seconded by Mr. Pollack. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

There were no public requests.

FINANCIAL REPORT

Mr. Nobles and Ms. Camilo presented the Financial Report for January 2018.

A MOTION to approve the Financial Report for January 2018 was made by Mr. Folden and seconded by Mr. Pollack. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

There were no tenant reports or requests.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Abbott presented the Noise Abatement/Operations Summary for the month of January 2018.

Mr. Abbott gave an update on the new Noise Monitoring equipment and services being provided by Harris Corporation.

A discussion ensued.

Mr. Nobles inquired as to the avigation easement that the Board has requested of the City of Boca Raton regarding the Boca Midtown Project.

Ms. Bennett provided an update on the City Council meeting and the letters sent to the City Council on the issue. Ms. Bennett also offered details on the avigation easement.

Mr. Folden commented on Ms. Bennett's presentation to the City Council.

Mr. Michael Schneider, Pace Advertising provided an update on the Airport's Community Engagement and Corporate Identity Program.

Mr. Folden requested that a secondary link to information on the City of Boca Raton be added to the Airport's website.

Mr. Bryan gave an update on the various Airport projects. These included: Security Enhancements, ATC Tower Rehabilitation Phase II, Access Road Improvements and the Customs and Border Protection Facility.

A discussion ensued.

Mr. Folden inquired about signage for the Customs and Border Protection Facility, and whether it will need City approval. Ms. Bennett stated that she would follow up on the question.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Fogel discussed the possibility of having a Board Workshop the beginning of April. The consensus of the Board was that the Workshop would be held on April 5, 2018. Mr. Fogel requested that Board Members contact Ms. Bennett directly with topics they would like to include on the agenda. The agenda will be finalized by the Chair.

PUBLIC INPUT

Mr. Neil Haynie provided comments on the meeting.

OTHER BUSINESS

Mr. Folden stated that the recent changes to the Airport's public flight tracking web portal provided by Harris Corp. are great improvement.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, March 21, 2018 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 7:03 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: March 21, 2018
RE: **Financial Report – February 2018**

AGENDA ITEM – VII – A

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the five months ending February 28, 2018.

Total Operating Revenues as of February 28, 2018 were \$1,697,509, an increase of \$156,078 or 10.1% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue during the Presidential visits.

Total Non-Operating Revenues and Capital Contributions as of February 28, 2018 were \$0.

Total Operating Expenses as of February 28, 2018 were \$898,073 a decrease of \$372,317 or 29.3% compared to budget. Significant variances in expenses compared to budget for the five months ending February 28, 2018 are as follows:

- Project expenditures are down \$163,958 or 87.7% to budget, primarily due to the anticipated ATCT Rehabilitation project currently in the design phase.
- Airport Operations expenditures are down \$41,461 or 21.0% to budget, primarily due to expenses being lower than anticipated.
- Legal Service expenditures year to date are detailed below, including a breakdown of costs for board member related matters and capital projects.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
GENERAL	\$ 6,914	\$ 11,408	\$ 2,600	\$ 6,586	\$ 3,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,386
BOARD	\$ 936	\$ 7,854	\$ -	\$ 2,096	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,276
CUSTOMS	\$ 208	\$ 208	\$ -	\$ 780	\$ 910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,106
EMAS	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650

Total Capital Expenditures as of February 28, 2018 were \$427,104. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility, Task 48 – Electrical Vault, and Task 42 – EMAS of the Capital Improvement Program. Of the total \$427,104 in Capital Expenditures, \$2,756 were attributable to project-related legal fees, while \$0 were attributable to Capital Outlay.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Five Months Ending February 28, 2018
 (unaudited)

Summary Results

	FY 2018 Annual Budget	FY 2018 February Actual	FY 2018 February Budget	Variance	
				FY 2018 Actual vs. Budget Dollars	Percent
Operating Revenues	\$ 3,699,435	\$ 1,697,509	\$ 1,541,431	\$ 156,078	10.1%
Operating Expenses	\$ 3,048,934	\$ 898,073	\$ 1,270,389	\$ (372,317)	-29.3%
Operating Income/(Loss) before Depreciation	\$ 650,500	\$ 799,437	\$ 271,042	\$ 528,395	194.9%
Depreciation	\$ 1,486,832	\$ 619,513	\$ 619,513	\$ -	0.0%
Net Operating Income/(Loss)	\$ (836,332)	\$ 179,923	\$ (348,471)	\$ 528,395	-151.6%
Non-Operating Revenues	\$ 359,071	\$ -			
Income/(Loss) before Capital Contributions	\$ (477,261)	\$ 179,923			
Capital Contributions from State and Federal Grants	\$ 3,648,160	\$ -			
Change in Net Position	\$ 3,170,899	\$ 179,923			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Five Months Ending February 28, 2018
(unaudited)

Revenue Summary

	FY 2018 Annual Budget	FY 2018 February Actual	FY 2018 February Budget	Variance	
				FY 2018 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 2,985,111	\$ 1,256,745	\$ 1,243,796	\$ 12,949	1.0%
Fuel Flowage Fees	\$ 475,000	\$ 387,666	\$ 197,917	\$ 189,750	95.9%
Customs Facility Revenue	\$ 108,000	\$ -	\$ 45,000	\$ (45,000)	-100.0%
Interest Income	\$ 58,500	\$ 17,516	\$ 24,375	\$ (6,859)	-28.1%
Other Revenue	\$ 72,824	\$ 35,582	\$ 30,343	\$ 5,239	17.3%
Total Operating Revenues	\$ 3,699,435	\$ 1,697,509	\$ 1,541,431	\$ 156,078	10.1%
FDOT Grants	\$ 359,071	\$ -			
Non-Operating Revenues	\$ 359,071	\$ -			
FDOT Grants	\$ 2,514,615	\$ -			
FAA Grants	\$ 286,480	\$ -			
Capital Contributions from State and Federal Grants	\$ 2,801,095	\$ -			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Five Months Ending February 28, 2018
(unaudited)

Expense Summary

	FY 2018 Annual Budget	FY 2018 February Actual	FY 2018 February Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 996,778	\$ 422,283	\$ 415,324	\$ 6,959	1.7%
Professional Services	\$ 219,800	\$ 56,966	\$ 91,583	\$ (34,617)	-37.8%
Office Operating Expenses	\$ 241,679	\$ 98,873	\$ 100,700	\$ (1,826)	-1.8%
Airport Operations	\$ 474,820	\$ 156,381	\$ 197,842	\$ (41,461)	-21.0%
Insurance Expense	\$ 183,128	\$ 51,711	\$ 76,303	\$ (24,592)	-32.2%
ATCT Facility	\$ 54,432	\$ 16,849	\$ 22,680	\$ (5,831)	-25.7%
Customs Facility	\$ 248,478	\$ 16,381	\$ 103,532	\$ (87,152)	-84.2%
Marketing & Special Events	\$ 180,980	\$ 55,570	\$ 75,408	\$ (19,838)	-26.3%
Projects	\$ 448,839	\$ 23,058	\$ 187,016	\$ (163,958)	-87.7%
Total Operating Expenses	\$ 3,048,934	\$ 898,073	\$ 1,270,389	\$ (372,317)	-29.3%
Capital Outlay	\$ 35,000	\$ -			
Capital Improvement Program	\$ 3,661,644	\$ 427,104			
Total Capital Expenditures	\$ 3,696,644	\$ 427,104			



Boca Raton Airport Authority
Balance Sheet Summary
February 28, 2018
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 1,002,120	Accounts Payable	\$ 606,542
Receivables	\$ 171,704	Due to Other Governments	\$ 146,735
Due From Other Governments	\$ 515,073	Compensated Absences, short-term	\$ 17,857
Money Markets	\$ 1,590	Deferred Rent Income	<u>\$ 158,600</u>
Certificates of Deposit	\$ 3,034,827	Total Current Liabilities	\$ 929,734
Certificates of Deposit, Restricted	\$ 183,707	Non-Current Liabilities	
Other Assets	<u>\$ 103,960</u>	Security Deposits	\$ 167,879
Total Current Assets	\$ 5,012,981	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 494,644	Total Liabilities	<u>\$ 1,097,613</u>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 34,516,235
Project in Progress	\$ 21,197,229	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 2,854,224	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 179,923</u>
Leasehold Improvements	\$ 8,220,981	Total Capital	\$ 41,711,418
Furniture, Fixtures, and Equipment	\$ 2,777,781	Total Liabilities & Capital	<u>\$ 42,809,032</u>
Infrastructure	\$ 13,646,351		
Less Accumulated Depreciation	<u>\$ (18,978,078)</u>		
Total Non-Current Assets	\$ 37,796,051		
Total Assets	<u>\$ 42,809,032</u>		



Memo

To: Mitchell Fogel, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: March 21, 2018

RE: **Atlantic Aviation Extension Request – Temporary Office Building
Occupied by Sky One Holdings LLC d/b/a Privaira**

AGENDA ITEM – VIII - A

Atlantic Aviation is requesting the Authority's approval to extend the approval of the temporary office structure adjacent to Hangar 9 for a period of 18 months.

The Authority approved a request from Atlantic Aviation to construct improvements to Hangar 9 including temporary office space adjacent to Hangar 9 to house then prospective tenant Privaira in August 2015. The approval for the temporary office included a timeframe of two years from occupancy and included significant improvements to the existing office space in Hangar 9, which have been completed. The temporary structure was installed and Privaira began operations in April 2016.

Atlantic Aviation is currently in the process of finalizing plans for significant investment in their facilities at the Boca Raton Airport, but require additional time to complete the planning process. To that end, Atlantic Aviation has submitted a request to extend use of the temporary office building for a period of 18 months.

Airport Management recommends approval of Resolution 03-05-18 approving the request of Atlantic Aviation to extend the approved term of temporary office space in use by, Sky One Holdings LLC d/b/a Privaira for a period not to exceed 18 months.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 03-05-18

A Resolution of the Boca Raton Airport Authority approving a request from Atlantic Aviation to extend the approved term of temporary office space in use by Sky One Holdings LLC d/b/a Privaira for a period not to exceed 18 months.

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, on November 28, 1984, the Authority entered into a Lease and Operating Agreement with Boca Airport Inc. d/b/a Boca Aviation ("Boca Aviation"), and the Lease and Operating Agreement has been amended throughout the years (collectively with all amendments, the "Boca Aviation Lease");

WHEREAS, on March 19, 2014, pursuant to Resolution No. 03-14-14, the Authority, Atlantic Aviation FBO, Inc. and Atlantic Aviation – Boca Raton, LLC ("Atlantic Aviation") entered into a Consent and Recognition Agreement, which recognized the assignment of the Boca Aviation Lease to Atlantic Aviation;

WHEREAS, on August 19th, 2015, the Authority approved a request from Atlantic Aviation for provisional approval of hangar and property improvements to Hangar 9, which included refurbishing the hangar and the addition of approximately 3,600 square feet of office space (the "Hangar 9 Request"), for a new subtenant, Sky One Holdings LLC d/b/a Privaira ("Privaira") including temporary office structure for a period of two years from time of occupancy;

WHEREAS, Atlantic Aviation has requested additional time to finalize an overall development proposal,

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 21st DAY OF MARCH 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves extending the allowable term for the temporary offices in use by Privaira for a period not to exceed 18 months.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary and prudent to effectuate the intent of this Resolution Number 03-05-18.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 03-05-18.**

ADOPTED by the Boca Raton Airport Authority, this 21st day of March 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary & Treasurer

Cheryl Budd
Vice Chair



To: Clara Bennett
Executive Director
Boca Raton Airport

March 13, 2018

From: Richard D. Thacker
Regional Director
Atlantic Aviation

Re: Extension Request

Ms. Bennett,

Atlantic Aviation respectfully requests consideration of extension of tenancy for Privaira Aviation at the Boca Raton Airport. The submitted extension request put forth now is a term of 18 months from date of approval by the Boca Raton Airport Authority Board.

The previous agreement was for Privaira to be the sole occupant of a temporary office complex within the Atlantic leasehold immediately adjacent to Hangar 9. This area would be a supplement to the affixed office space to Hangar 9 and until future development would present Privaira with a more permanent solution. The initial term of this agreement was for a period of two years. Our future plans do include significant investment and development into the Boca Raton Airport, but are not quite finalized at this time. This will in effect push us beyond the approved two year term to which we are seeking relief with the aforementioned extension request.

I am available to both you and the Board to answer any questions regarding the consideration of this request.

Very Sincerely and Respectfully,

Richard D. Thacker
Regional Director
Atlantic Aviation BCT-BHM-OPF-PBI-SUA



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: March 21, 2018
RE: Signature Flight Support Special Event Request – Wheels, Wings & Fashion

AGENDA ITEM – VIII - B

Airport Management has received a request from Signature Flight Support to host a Wheels, Wings, & Fashion special event on Saturday, April 21, 2018.

The event is being organized by Nicholas Castellino of Maine Aviation, a Signature Tenant, in coordination with Luxocita, Monkey in Paradise, and Victor Concepcion. The three hour event will feature static aircraft sponsored by Cirrus Aircraft, a car display, silent auction, and a fashion show. Tickets will be available for purchase by the general public. Proceeds from the event will benefit several charities including LLS, Place of Hope, Children's Rescue Coalition, 211, the Humane Society, and the United Way.

Airport Management recommends approval of Resolution No. 03-06-18 issuing Conditional Approval for Signature to host the Wheels, Wings & Fashion event on Saturday, April 21, 2018 contingent on receipt of the required insurance certificates and acceptable safety, security, and barricade plans.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 03-06-18

A Resolution of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to hold a Wings, Wheels and Fashion Special Event benefiting charity on April 21, 2018.

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, Signature Flight Support Corporation ("Signature"), is a fixed base operator at the Airport pursuant to a Sublease with Premier Aviation of Boca Raton, LLC;

WHEREAS, the Authority received a letter from Signature (the "Request") requesting permission of the Authority to hold a Wings, Wheels and Fashion Special Event benefiting charity;

WHEREAS, the Authority desires to conditionally approve the Request, subject to and contingent upon receipt of insurance policies or endorsements consistent with the Minimum Standards and Rules and Regulations of the Boca Raton Airport, and submission of applicable safety, security and barricade plans (collectively, the "Conditions");

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 21ST DAY OF MARCH 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby conditionally approves the Request, subject to satisfaction of the Conditions.**
- 3. The Authority hereby authorizes the Executive Director to issue a letter of authorization for the Event upon satisfaction of the Conditions.**
- 4. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 03-06-18.**
- 5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 03-06-18.**

ADOPTED by the Boca Raton Airport Authority, this 21st day of March 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Cheryl Budd
Vice Chair**



Signature Flight Support - BCT
3300 Airport Road
Boca Raton Airport
Boca Raton, FL 33431
T +1 561 955 9556

8 March 2018

Mrs. Clara Bennett
Executive Director
Boca Raton Airport Authority
903 N.W. 35th Street
Boca Raton, FL 33431

Dear Clara,

Signature Flight Support would like to host the inaugural Wheels, Wings & Fashion special event scheduled for Saturday 21 April 2018. On behalf of the Nicholas Castellino, Luxocita, Monkey in Paradise and Victor Concepcion we would like to be placed on the BRAA March agenda in order to formally request approval from the Board and Authority to host the event.

Event specifics hereto attached. The goal of this fundraising event is to provide awareness and support of multiple charities; LLS, Place of Hope, Children's Rescue Coalition, 211, Humane Society and United Way. Aircraft that are part of the event will be staged in the hangar and some on the ramp.

The Certificate of Insurance naming both Signature Flight Support and the Boca Raton Airport Authority as additional insured will be provided by Nicholas Castellino and group while Signature Flight Support will provide BRAA a Security & Safety Plan in advance of the planned date of the event.

Should you require additional information, please feel free to contact me at 561 226 3714.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry Madolid".

Garry Madolid
Station Manager
Signature Flight Support



SignatureFlight.com

Luxotica, MIP, Victor R, Lovemark Company

Present

Love is a Lifestyle

Event Overview

- Will feature samples of some of the finest restaurants of the Palm Beaches. We've talked to 8-10 restaurants who are interested.
- Will serve beer, liquor and champagne for our guests. Monkey In Paradise will be the featured Vodka. Heineken, Angel's Envy, Black Coral Rum, Still House Whiskey, Moet and Veuve Clicquot are all interested.
- Silent & Live Auction consisting of Luxury get-a-way trips, and other prizes along with a 50/50 raffle
- Exotic Car Show Static Display
- Entertainment will consist of a fashion show followed by live entertainment and a DJ.
- Cirrus Aircraft is sponsoring the event and will have a static display.
- Aircraft from BCT and PBI will be on display approx. 2-4 jets
- Fashion Show will feature 15 influential ladies representing their charities, who will walk the runway. They will be walking out to The Love Mark Company and Saks 5th Ave

Purpose of event

- The main purpose of this event is to provide awareness to our target demographic for the charities listed below as well raise a considerable amount of money to fund these great organizations. With our target demographic being the wealthiest 5% of Palm Beach County, these are the same individuals who either own private aircraft or charter out of the local airports. We thought that exotic cars and private aircraft would be a great attention draw for this event in conjunction with Signature Flight Support, we think it is an excellent fit to host the event. We plan to do this event annually and make it THE event of the year for this our demographic. It is for a great cause, and let's all parties involved spend some time networking in the circle.

Charities

LLS

Place of Hope

Children's Rescue Coalition

211

Humane Society

United Way

We will have volunteers at the event helping with setting up and we will have a cleaning crew take care of the hangar at the conclusion of the event. We'll also have our own Valet service.

Our event will be a 3hr event. First 2 hours will allow people to walk around the hangar, network, bid on items, try samples of all the restaurants involved. Check out all the exotic cars & jets and meet all the influential ladies walking in the runway for their respective charities. Hour 3 will then go into the program of the event which is the LIVE auction, the fashion show and a LIVE performance. We'll also have a few words from our sponsors.



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: March 21, 2018

RE: **Operations and Noise Abatement Report, February 2018**

AGENDA ITEM – IX- A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of February. This report is derived from the Air Traffic Control Tower operations report. These operations do not include night time flights, as the Air Traffic Control Tower is closed from 11:00 pm - 7:00 am.

During the month of February 2018 there were 6,237 operations reported by the Tower, which is 1 percent (1%) more than the operations reported in February 2017.

There were forty-nine (49) noise calls by seven (7) different households received on the Airport Authority Noise Hotline during the month, mostly related to the Temporary Flight Restriction associated with the two Presidential visits.

Deliveries of Jet A fuel to the Airport in February were six percent (6%) less than February of the previous year. Avgas deliveries were ninety-four percent (94%) more than February of the previous year.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



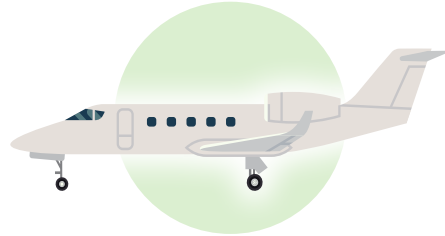
FEBRUARY
2018

FEBRUARY 2018

OPERATIONS REPORT



27%
TRAINING



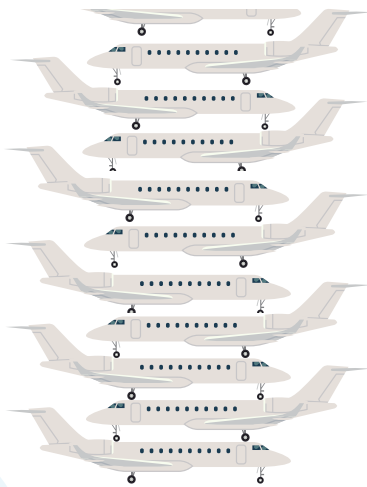
46%
IFR



27%
VFR

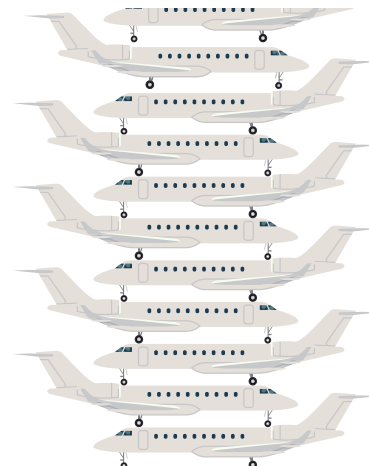
OPERATIONS BREAKDOWN

Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



6,156
FEBRUARY 2017

+1%



6,237
FEBRUARY 2018

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

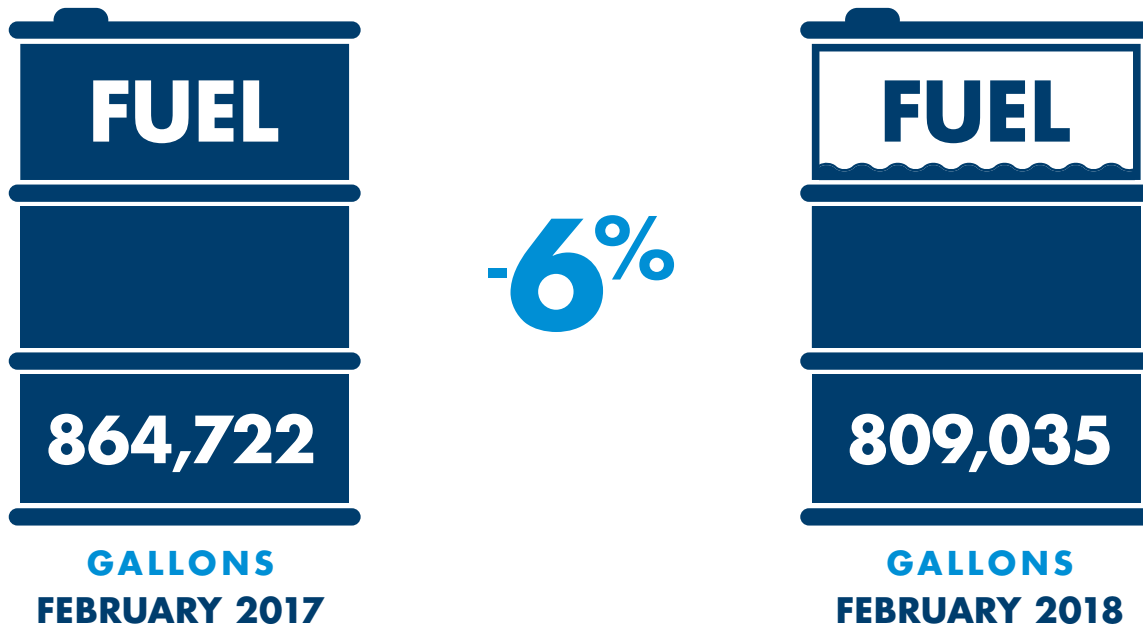
Chart 2: February 2018 operations compared to February 2017 tower operations.

ABBREVIATIONS:

*IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.*

FEBRUARY 2018

OPERATIONS REPORT



JET A FUEL REPORT

Jet A: Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).

Chart 3: Month of February 2018 deliveries of Jet A in gallons compared to February 2017 deliveries of Jet A.



AVGAS FUEL REPORT

Avgas: Aviation gasoline designed for use in piston-engine aircraft.

Chart 4: Month of February 2018 deliveries of Avgas in gallons compared to February 2017 deliveries of Avgas.

FEBRUARY 2018

NOISE ABATEMENT REPORT

NOISE CONCERNS PER QUADRANT

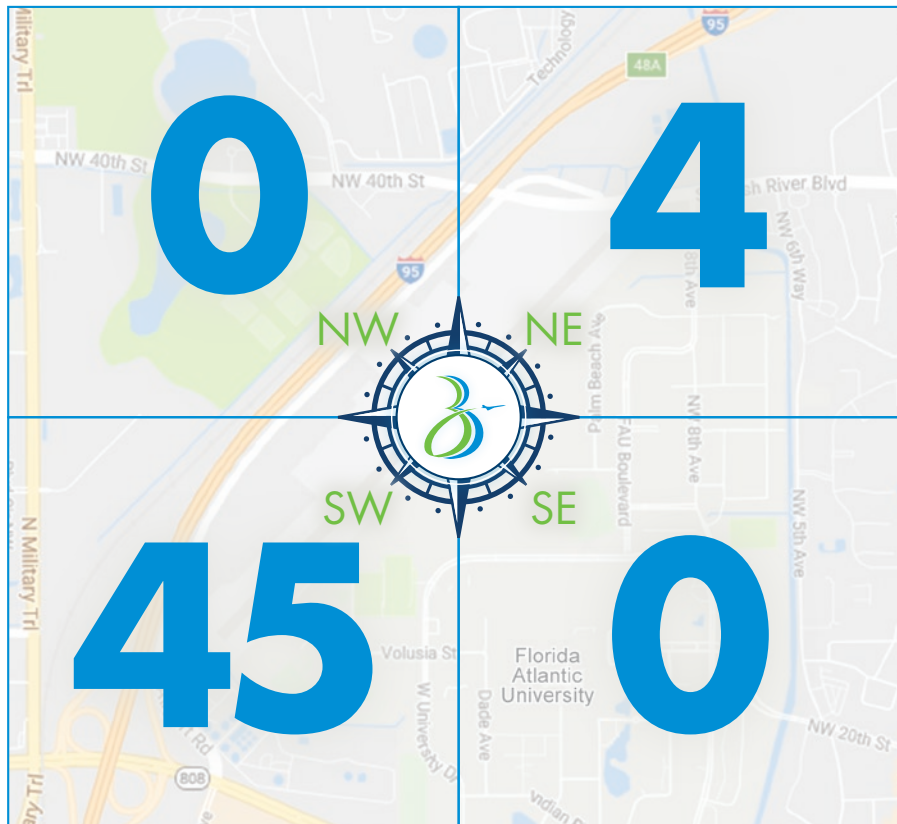
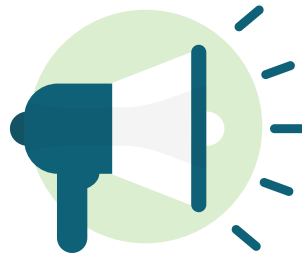


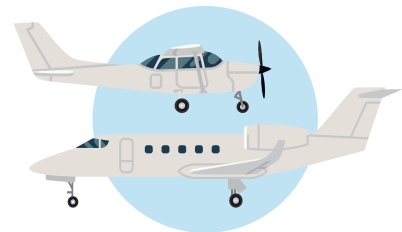
Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



55%
TFR



100%
NOISE



96%
TRAFFIC

TYPE OF CONCERN

Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction (TFR).

FEBRUARY 2018

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW VIOLATIONS

101
VIOLATIONS



41%

DURING TFR

41 OUT OF 101

Chart 7: A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

FEBRUARY 2018

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS BY HOUR

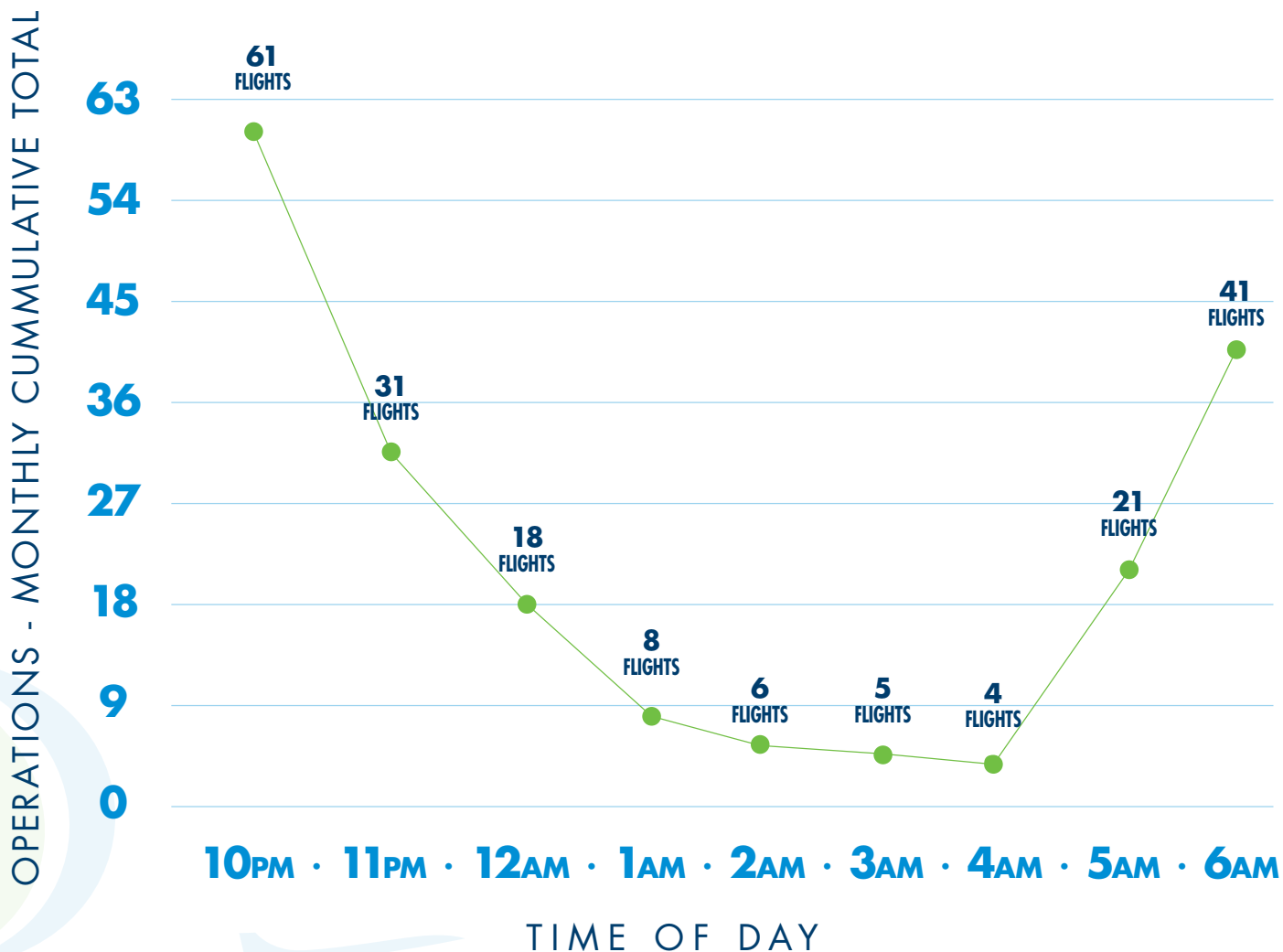


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in February 2018.

FEBRUARY 2018

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

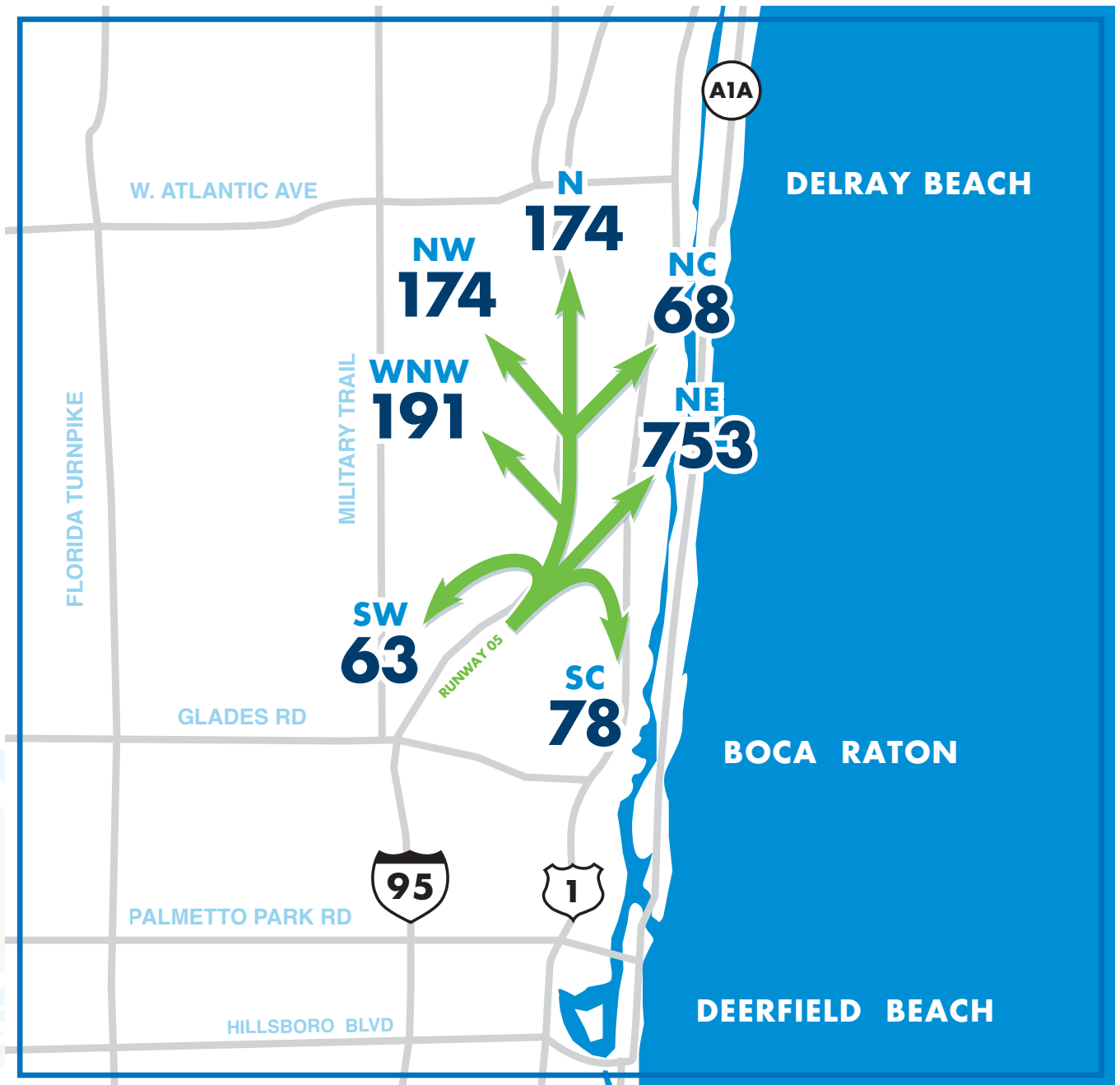


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

FEBRUARY 2018

NOISE ABATEMENT REPORT

NOISE ABATEMENT CALLS

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Aircraft Category	Tail/Flight Number	Aircraft Type	Concern	TFR Related?	Calls Received
Ross	Rosenburg	Wimbledon Villas	C	N/A	N/A	N/A	N/A	N/A	Noise, Traffic, Curfew	Yes: 21 No: 19	40
Cecillia	Guimaraes	Wimbledon Villas	C	A	5	J	N700LH	C750	Noise	Yes	1
Esther	Morrison	Town Place Club Villas	C	A	5	J	N511UP/N408QS	C56X/E55P	Noise, Curfew	Yes	2
Berry	Helfanbein	Wimbledon Villas	C	A	5	J	N725BD	E35L	Noise	No	1
Denis	Popaca	N/A	B	N/A	N/A	N/A	N/A	N/A	Noise, Curfew	Yes	2
Edward	Jensen	N/A	B	N/A	N/A	N/A	N/A	N/A	Traffic	Yes	2
Joel	White	N/A	C	N/A	N/A	N/A	N/A	N/A	Noise, Curfew	No	1

FEBRUARY 2018

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW VIOLATORS

Date	Time	N#	Type	Operation (A/D/T)	RWY	Owner	Address	City	State
2/1/2018	0:58	N450EF	GLF4	A	5	NDM Aviation LLC.	1951 NW 19th St STE 200	Boca Raton	FL
2/1/2018	5:47	N913AF	PC12	D		Alpha Flying, Inc.	115 Flightline Road	Portsmouth	NH
2/1/2018	22:16	N2016A	FA7X	A	5	Duracell U.S. Operations, Inc.	181 West Madison Street, Suite 4400	Chicago	IL
2/1/2018	23:18/23:37	N37270	C310	A/D	5	DYLAN DUBLIN AIR LLC	2401 FRIST BLVD STE 7	Fort Pierce	FL
2/2/2018	6:16/6:17	N83U	UNKN	T	5	Green Couch Corp.	231 South La Salle Street, Floor 8	Chicago	IL
2/2/2018	22:45/23:30	N209RW	CRJ2	A/D	5	BANK OF UTAH TRUSTEE	200 E SOUTH TEMPLE STE 210	Salt Lake City	UT
2/3/2018	0:03	N832JS	C56X	A	5	FE 5070, LLC	2860 Jetport Road	Kinston	NC
2/3/2018	0:05	N2890T	P28B	A	5	ECKELSON ROBERT ALAN	951 NW 13TH STREET	Boca Raton	FL
2/3/2018	1:22	N522QS	C68A	A	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/3/2018	6:33	N727QS	CL35	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/3/2018	22:19	N511UP	C56X	A	5	Textron Financial Corporation	Two Cessna Boulevard, Suite 100	Wichita	KS
2/4/2018	1:43	N332TM	GALX	A	5	JMT, LLC	2101 Claire Court	Glenview	IL
2/4/2018	6:31	N611QS	C56X	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/4/2018	6:50	N575QS	C56X	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/4/2018	22:47	N776JS	ASTR	D	23	SPRINGAIR LLC	8534 E KEMPER RD	CINCINNATI	OH
2/5/2018	0:08	N499SC	GLF4	A	23	Cobro 4135 LLC	1002 E Newport Center Dr. Ste 200	Deerfield Beach	FL
2/5/2018	3:49	N378QS	C680	A	23	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/5/2018	4:39	N99KW	CL60	D	5	Florida Jet Service Inc.	1515 S. Federal Hwy STE 201	Boca Raton	FL
2/5/2018	6:05	N101PV	F2TH	D	23	Vegso Aviation Inc.	3201 SW 15th St.	Deerfield Beach	FL
2/5/2018	6:11/6:16	CGGPM	GLF5	A/D	23	Barrick Gold Aviation	6120 Midfield Road	Mississauga	ON
2/5/2018	6:23	N937RV	BE40	D	23	Privaira	3690 Airport Road, Hangar 9	Boca Raton	FL
2/5/2018	22:36	N348AJ	H25B	A	5	Double K 3, LLC	12987 Pond Apple Drive East	Naples	FL
2/6/2018	6:03	N603GR	LJ60	D	5	Southern Jet Inc.	3700 Airport Road	Boca Raton	FL
2/6/2018	6:34	N302EA	H25B	D	5	Norgil Airline, Inc.	3500 South Dupont Highway	Dover	DE
2/6/2018	6:50	N106PG	C650	D	5	Greco Equipment Leasing, LLC	1550 Hecht Road	Barlett	IL
2/6/2018	22:43/22:48	N3RC	C750	A/D	5	RCR Air, LLC	P.O. Box 1189, 236 Industrial Dr	Welcome	NC
2/7/2018	4:58	N655MM	C680	D	23	Delta Private Jets, Inc.	82 Comair Boulevard	Erlanger	KY
2/7/2018	6:17/6:51	N83U	UNKN	T	23	Green Couch Corp.	231 South La Salle Street, Floor 8	Chicago	IL
2/8/2018	5:54	N132CS	SR22	A	5	WL BERRY LLC	11296 COUNTY ROAD 345	Savage	MN
2/8/2018	22:22	N927QS	C750	A	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/8/2018	22:39	N579QS	C56X	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/9/2018	23:49	N101PV	F2TH	A	5	Vegso Aviation Inc.	3201 SW 15th St.	Deerfield Beach	FL
2/10/2018	0:06	N441PI	CL60	A	5	Paragon Transport Management, LLC	2 Medical Plaza	Glen Cove	NY
2/10/2018	22:46	N784QS	CL35	A	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/10/2018	22:56	N770JT	H25B	A	5	HJB Enterprises, LLC	602 Hayden Circle	Allentown	PA
2/11/2018	6:48	N313CR	C525	D	5	Crypton Air, LLC	38500 Woodward Avenue, Suite 201	Bloomfield Hills	MI
2/12/2018	5:23	N711SE	LJ60	D	23	ARSHE Holdings, LLC	6300 Sweet Maple Lane	Boca Raton	FL
2/12/2018	6:27	N927QS	C750	D	23	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/12/2018	6:53	N303ST	C56X	D	23	SunTrust Bank	P.O. Box 4418, 303 Peachtree Street NE	Atlanta	GA
2/12/2018	23:02/5:05	N255SL	LJ60	A/D	5	Ace Aviation Services Corporation	5525 NW 15th Ave. Suite 150	Fort Lauderdale	FL
2/13/2018	6:17	N280CB	H25B	D	5	Sky One Holdings LLC DBA Privaira	3690 Airport Road Hangar 9	Boca Raton	FL
2/13/2018	22:33	N56LN	FA50	A	5	Privaira	3690 Airport Road, Hangar 9	Boca Raton	FL
2/14/2018	0:12	N302EA	H25B	A	5	Norgil Airline, Inc.	3500 South Dupont Highway	Dover	DE
2/14/2018	5:27	N982AR	BE40	D	5	Privaira	690 Airport Road, Hangar 9	Boca Raton	FL
2/15/2018	3:14	N109QS	GL5T	A	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/15/2018	5:51	N99KW	CL60	D	5	Florida Jet Service Inc.	1515 S. Federal Hwy STE 201	Boca Raton	FL
2/15/2018	23:36	N928JK	C680	A	5	Eastway Aviation, LLC	P.O. Box 492	Bohemia	NY
2/16/2018	0:28	N408QS	E55P	A	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/16/2018	2:40	N889TD	F900	A	5	EASY Leasing, LLC	20 Horseneck Lane	Greenwich	CT
2/16/2018	5:06	N523QS	C68A	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/16/2018	5:24	N109QS	GL5T	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/16/2018	5:47	N856JL	CL60	D	5	Presidential Aviation, Inc.	1725 Northwest 51st Place	Fort Lauderdale	FL
2/16/2018	6:39	N233XL	C56X	D	5	Sakim Investments, LLC	498 Mariner Drive	Jupiter	FL
2/16/2018	22:05	N549FX	CL30	A	23	Flexjet, LLC	26180 Curtiss Wright Parkway	Cleveland	OH
2/16/2018	22:08	N76PW	F900	A	23	CGP Holdco, LLC	7755 South Peoria Street, Hangar 8	Englewood	CO
2/16/2018	22:30	N803SD	C25B	A	23	Night Eagle Aviation, LLC	1251 Waterfront Place, Suite 510	Pittsburgh	PA
2/16/2018	22:34	N937RV	BE40	A	23	Privaira	3690 Airport Road, Hangar 9	Boca Raton	FL
2/16/2018	22:38	N80F	C25C	A	23	Ginaire Rental, Inc.	150 Turner Boulevard	St. Peters	MO
2/16/2018	22:41	N605MM	CL60	D	23	Meridian Air Charter	485 Industrial Avenue	Teterboro	NJ
2/16/2018	22:52	N898MJ	GLEX	A	23	G4 Partners, LLC	321 Broadway	Saratoga Springs	NY
2/16/2018	22:57	N209RW	CRJ2	A	23	BANK OF UTAH TRUSTEE	200 E SOUTH TEMPLE STE 210	Salt Lake City	UT
2/16/2018	23:04	N160GG	LJ60	A	23	Thin Air Holding, LLC	18451 Southwest 158th Street	Miami	FL
2/16/2018	23:20/23:56	N367LJ	LJ60	A/D	23	G AND J AIRCRAFT LEASING LLC	981 Hillsboro Mile	Hillsboro Beach	FL
2/16/2018	23:49/00:39	N140WH	C650	A/D	23	Nita Jet, LLC	391 Walker Road	Great Falls	VA
2/17/2018	1:09	N928JK	C680	A	23	Eastway Aviation, LLC	P.O. Box 492	Bohemia	NY
2/17/2018	5:30	N461QS	GLF4	D	5	NETJETS AVIATION, INC. (COLUMBUS, OH)	4556 Airport Road	Cincinnati	OH
2/17/2018	22:54	N806TM	H25B	A	5	Aircraft Holding Company One, LLC	P.O. Box 3030, 55470 County Road 1	Elkhart	IN
2/17/2018	23:35	N120JE	GLF4	A	5	Hyperion Air, Inc.	3800 Southern Blvd, Suite 204	West Palm Beach	FL
2/18/2018	6:48	N617EA	GLF5	D	5	FR Aviation, LLC	One Lafayette Place	Greenwich	CT
2/18/2018	23:00	N402GJ	BE40	A	5	Plain Sense, LLC	1505 Lakes Parkway, Suite 190	Lawrenceville	GA
2/18/2018	23:31	N711SE	LJ60	A	5	ARSHE Holdings, LLC	6300 Sweet Maple Lane	Boca Raton	FL
2/18/2018	23:43	N970SJ	GLF5	A	5	KNC Operations, LLC	987 Postal Road	Allentown	PA
2/19/2018	0:55	N993AM	F900	A	5	Citizens Asset Finance, Inc.	71 South Wacker Drive, 29th Floor	Chicago	IL
2/19/2018	3:53	N856JL	CL60	A	5	Presidential Aviation, Inc.	1725 Northwest 51st Place	Fort Lauderdale	FL
2/19/2018	6:40	N901AM	PA31	A	5	DOVE ONE LLC	17 SLEDRUNNER RD	Pinedale	WY
2/19/2018	23:07	N216VV	G280	A	5	Vulcan Value Partners, LLC	2801 Highway 280 South, Suite 300	Birmingham	AL
2/19/2018	23:22	N940CL	F900	A	5	Falcon Flying, Ltd.	600 Third Avenue, 37th Floor	New York	NY
2/20/2018	0:31	N99KW	CL60	A	5	Florida Jet Service Inc.	1515 S. Federal Hwy STE 201	Boca Raton	FL
2/20/2018	6:01	N799S	H25B	D	5	6M Aviation, LLC	1680 South Ocean Boulevard	Manalapan	FL
2/20/2018	22:31	N539CA	F900	A	5	National Air Cargo Holdings INC.	350 Windward Drive	Orchard Park	NY
2/20/2018	23:12	N267LG	GLF4	A	5	Journey Aviation, LLC	3700 Airport Road, Suite 206	Boca Raton	FL
2/20/2018	23:19	N183WW	F900	A	5	A-O Jets INC.	2011 South Perimeter Road Suite F	Ft. Lauderdale	FL
2/21/2018	1:36	N394AK	GLF4	A	5	Talon Air INC.	7110 Republic Airport Suite 300	Farmingdale	NY
2/21/2018	6:52	N120JE	GLF4	D	5	Hyperion Air, Inc.	3800 Southern Blvd, Suite 204	West Palm Beach	FL
2/21/2018	22:41	N721DJ	C25B	A	5	Alliance Airways, LLC	595 South 80 East, Suite 150	Logan	UT
2/22/2018	5:39	N502AB	LJ60	D	5	LJ60-318, LLC	2930 Winchester Road, Suite 500	Memphis	TN
2/23/2018	22:56	N905FL	E135	A	5	Stonebriar Commercial Finance, LLC	5601 Granite Parkway, Suite 1350	Plano	TX
2/24/2018	0:23	N711HL	PA31	A	5	MIDAS MOTORCARS LLC	3020 FAIRLANE FARMS RD STE 4	WELLINGTON	FL
2/24/2018	1:05	CGPPX	GLEX	A	5	Skyservice Business Aviation, Inc.	6120 Midfield Road	Mississauga	ON
2/25/2018	22:55	N24GU	LJ60	A	5	BiAv Support	4100 N 29th Ter	Hollywood	FL
2/25/2018	23:05	N313CR	C525	A	5	Crypton Air, LLC	38500 Woodward Avenue, Suite 201	Bloomfield Hills	MI
2/25/2018	23:20	N559G	GLF5	A	23	Global Corporate Aircraft Finance (GCAF) Group	One Financial Plaza, 2nd Floor	Providence	RI
2/26/2018	00:51/2:24	N535RV	H25B	A/D	23	Aero Jet Aviation I, Inc.	2101 West Commercial Blvd, #5100	Ft Lauderdale	FL
2/26/2018	5:22	N280CB	H25B	A	5	Sky One Holdings LLC DBA Privaira	3690 Airport Road Hangar 9	Boca Raton	FL
2/26/2018	6:34	N420LM	F2TH	D	5	Privaira	3690 Airport Road, Hangar 9	Boca Raton	FL
2/26/2018	22:14	N36MM	GLEX	A	23	Jags Leasing LLC	1260 Stel Ton Rd.	Piscataway	NJ
2/27/2018	6:28	N987HP	CL30	D	23	Palm Air Holdings LLC.	2424 N. Federal Hwy STE 210	Boca Raton	FL
2/28/2018	0:52	N505EH	LJ55	A	5	Lear Sky Aviation Corp	7750 Northwest 46th St.	Miami	FL
2/28/2018	22:03	N342QS	C680	A	5	NETJETS	4556 Airport Road	Cincinnati	OH
2/28/2018	22:16	N380PL	H25B	D	5	LP 380, LLC	6111 Broken Sound Parkway NW	Boca Raton	FL
2/28/2018	22:36/22:53	N789CA	ASTR	A/D	5	Global Air Medics, LLC	5109 Round Tree Court	Orlando	FL



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: March 21, 2018

RE: **Status Report on the Safety Management System (SMS) Gap Analysis Project**

AGENDA ITEM – IX - B

The Authority accepted grant funding allowing Airport Management to conduct a Safety Management System (SMS) gap analysis in September 2016. This study was conducted by Ricondo and Associates, and identified Airport policies and procedures currently in place that meet SMS requirements, along with any additional steps that should be taken to comply with any possible SMS regulation from the FAA.

The gap analysis identified and defined steps that should be taken to comply with possible SMS regulations. The gap analysis also provided a priority ranking scale for Airport Management to follow when choosing which tasks to begin implementing. Along with the ranking scale, the gap analysis created a step by step roadmap of actions for Airport Management to use during the implementation process. Finally, the gap analysis created a detailed SMS outline for Airport Management to use as a guideline when creating the SMS manual.

Boca Raton Airport



Safety Management System Gap Analysis Report

Prepared for

The Boca Raton Airport Authority

PREPARED BY:

RICONDO & ASSOCIATES, INC.

IN ASSOCIATION WITH:

Faith Group, LLC



RICONDO[®]
& ASSOCIATES

February 10, 2018

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1. Introduction

The Federal Aviation Administration (FAA) has issued Advisory Circular (AC) 150/5200-37, *Introduction to Safety Management Systems (SMS) for Airport Operators*, Draft AC 150/5200-37A, *Safety Management Systems for Airports*, and a Notice of Proposed Rulemaking (NPRM) on SMSs for certificated airports. The NPRM is now in draft supplemental form (Supplemental Notice of Proposed Rulemaking [SNPRM]) after updates from comments, which were received from the airport industry. The original NPRM proposes that certificated airports classified as small hub or larger, airports with international operations, and/or airports with over 100,000 annual operations would be required to establish an SMS for the airfield environment (including movement and some non-movement areas). As written, the SNPRM would harmonize the FAA and the U.S. airports with the International Civil Aviation Organization (ICAO) standards, and would mandate select airport operators to prepare and maintain an SMS.

The Boca Raton Airport Authority (BRAA) recognizes the importance of SMS and has tasked Ricondo & Associates, Inc. and the Faith Group LLC (the Ricondo Team) to proactively prepare an SMS gap analysis for Boca Raton Airport (BCT or the Airport) in preparation for the eventual implementation of an SMS. The intent of this gap analysis is to review the Airport system (airside movement and non-movement areas) to determine which components and elements of an SMS are currently in place and which components and elements must be added or modified to meet the implementation requirements. The gap analysis identifies and defines the steps that will be required to comply with AC 150/5200-37A and the SNPRM, once issued in final form, assuming no substantive changes are made to these criteria. A primary goal of this effort is to ensure the BRAA has a clear roadmap of the required and recommended efforts to enable the successful implementation of an SMS program in the future.

As noted in the FAA guidance, the SNPRM, and the Airport Cooperative Research Program's (ACRP's) *Safety Management Systems for Airports Volume 2: Guidebook*, an SMS has four key components: Safety Policy, Safety Risk Management (SRM), Safety Assurance, and Safety Promotion. These components serve as the guiding categories for the gap analysis. The following sections detail the methodology and approach, the SMS baseline and comparative analysis, the SMS automation tool analysis, a summary of the efforts undertaken as part of this gap analysis, as well as a summary of the recommendations, and an SMS roadmap.

2. Methodology and Approach

The gap analysis involved the development of an electronic portal to facilitate stakeholder engagement, establish baseline conditions, compare SMS components to the existing conditions, analyze SMS automation tools, and document project meetings, interviews, and coordination. The following subsections detail the efforts of this study.

2.1 Establishment of Project Portal and Stakeholder Engagement

One of the Ricondo Team's first tasks was to establish an online project portal to facilitate the efficient transfer of information, including BRAA documents. The portal is a SharePoint site that allowed the BRAA staff to directly upload documents. This facilitated the Ricondo Team's efficient collection of documents and review.

In addition to the collection of documents, the Ricondo Team sought to understand the practices that the BRAA staff and stakeholders conduct on a frequent basis. Often there are established processes, procedures, and practices that are not documented, yet they are understood as the typical way of conducting business. Therefore, the Ricondo Team conducted 14 interviews using an agreed upon set of questions to ensure consistency of the information gathered. Most of the interviews were conducted face-to-face on-site at BCT. A few interviews were conducted over the phone, however, which did not diminish the information collected. The questions utilized during the staff and stakeholder interviews are included in **Appendix A**.

2.2 Baseline of Existing Conditions

The work described in Section 2.1 was completed to establish a baseline of operating conditions. To complete a gap analysis, it is imperative to establish how systems are operated at the present time. The BRAA has several documents, processes, procedures, and practices that are directly transferable to an SMS program. Further, to facilitate the gap analysis comparison, the findings were grouped in accordance with the four components of SMS. The comparison of each component to the current BRAA baseline is provided in detail in Section 3.4.

2.3 Comparison of SMS Components to Existing Conditions

The comparison of documented processes, procedures, and practices to the components of SMS was conducted using the four components as the guide. This enables the BRAA staff to identify where items are transferable

and where they might fit into a fully established SMS program. This approach to organizing the gap analysis facilitates an effective and efficient review. The findings from this comparison are included in Section 3.

2.4 SMS Automation and Tool Analysis

Critical tasks associated with this study were researching SMS automation and analyzing SMS tools. These efforts were conducted outside of the interviews and the document collection process. The purpose of these tasks was to provide the BRAA staff with an understanding of the systems and capabilities that are currently available regarding the collection and analysis of safety and operational data. The collection and analysis of data is the functional component of Safety Assurance. Many airports that have developed and implemented an SMS have procured software that has provided the airport staff with the capabilities of automating the data collection, analysis, and reporting. The information in Section 4 of this report includes a general recommendation for the selection of a system that would ultimately meet BCT's SMS needs.

2.5 Project Meetings and Coordination

The Ricondo Team conducted two on-site trips to conduct the gap analysis. The first was the initial kick-off and organizational meeting. This included a presentation that provided an overview of SMS, the applicability and components of SMS, and an overview of the gap analysis to be conducted. The second trip included on-site interviews and additional data collection. All project coordination was conducted directly with Robert Abbott, Operations Coordinator for BRAA. A final meeting was held for the presentation of this draft report and to encourage discussion regarding the next steps leading toward the implementation of an SMS at BCT.

3. Baseline and Comparative Analysis

This section summarizes the baseline conditions at BCT, reviews existing safety documents, summarizes interviews conducted as part of this effort, and provides a comparative analysis of what exists today versus what is required for SMS implementation.

3.1 Baseline Conditions

3.1.1 AIRFIELD

The BCT airfield consists of one runway (Runway 5-23), a parallel taxiway (Taxiway P), and several general aviation (GA) ramps. The BRAA, at the time of this study, was constructing a Customs and Border Protection (CBP) clearance facility; that facility also has a large aircraft ramp to accommodate international flights and processing. The GA tenants consist of two fixed-base operators (FBOs), two flight schools, charter companies, and aircraft repair stations. There are over 300 based aircraft at BCT. The airfield footprint is relatively small compared to the amount of activity that occurs at BCT. This presents some safety challenges, which are described herein.

The air traffic control tower (ATCT) is a contract tower that is staffed and operated by a private contractor and funded by the BRAA. The ATCT is located on the northwest side of the runway. The tower is open from 7:00 a.m. to 11:00 p.m. each day. While the tower is closed, the activity is limited due to the voluntary noise restrictions present at the Airport. The Airport is not closed when the ATCT is not staffed; however, aircraft operations, especially jet aircraft operations, are strongly discouraged. **Exhibit 3-1** presents the Airport layout drawing for reference.

3.1.2 BOCA RATON AIRPORT AUTHORITY

Ten staff members comprise the BRAA, including the Executive Director. The BRAA Board of Directors has seven representatives who are appointed by the City of Boca Raton and Palm Beach County. The BRAA organization is structured for what is typical of small, yet busy, GA airports. This includes operations staff and administration functions. Police, and fire and rescue services are provided by the City while other services and functions, such as security, are contracted. Although the City provides law enforcement coverage at the Airport, BRAA security staff are normally the first responders to any potentially illegal incident or accident. **Exhibit 3-2** presents the BRAA organizational chart.

Exhibit 3-2: Boca Raton Airport Authority Organizational Chart

SOURCE: Boca Raton Airport Authority, October 2017.
 PREPARED BY: Ricondo & Associates, Inc., October 2017.

3.1.3 SECURITY

BCT security services are provided by Platinum Group. The firm actively monitors the Airport on a 24 hour a day, 7 days per week basis. Platinum Group provides a single point of contact for matters arising in the evening and responds to all reports, as necessary and provides the primary response to emergencies. Further, Platinum Group reports and coordinates with local law enforcement, as needed.

3.1.4 FIRE AND RESCUE

Fire protection is provided by the City of Boca Raton from a fire station near the Airport. There is a memorandum of understanding in place between the BRAA and the City of Boca Raton regarding these services. The fire fighters from the City train on aircraft and go through aircraft familiarization training on a routine basis. While

BCT is not mandated by the Federal Aviation Regulation (FAR) Part 139 certificated airport requirements for Aircraft Rescue and Fire Fighting (ARFF) services, this level of service achieves an acceptable level of response and safety relative to fire protection.

3.1.5 AIRPORT TENANTS

GA activity at BCT is robust with the number of tenants and their diverse operational models. The Ricondo Team spoke directly with the major, more complex tenants, especially those considered to have large operations with a significant presence at the Airport. This included Atlantic Aviation, Signature Flight Support, and Lynn University.

3.2 Review of Existing Safety Documentation

3.2.1 DOCUMENTS REQUESTED

As part of its analysis, the Ricondo Team requested documents from the BRAA, which are listed in the following subsections. However, it was noted that some documents are not applicable as BCT is not a FAR Part 139 certificated airport and, some of the requested documents are under development by the BRAA (e.g. Rules and Regulations documents).

3.2.1.1 Safety Related and Regulatory Documents

- a. safety policy statements
- b. risk management policies
- c. SRM documentation completed (SRM-D, SRM policy statements)
- d. SRM Panel membership
- e. Airport management meeting minutes (examples)
- f. safety committee charters, membership lists, meeting minutes
- g. leases, contracts, use agreements, and license agreements (examples)
- h. key performance indicators (KPIs; if established by policy and/or practice)
- i. organizational chart
- j. Airport roles and responsibilities
- k. Airport certification manual
- l. Airport emergency plans
- m. rules and regulations
- n. Airport policies and procedures
- o. claims, accidents, and incidents reports
- p. accident and incident investigation reports
- q. risk definitions
- r. hazard reporting system methods, forms, and data
- s. data reporting outputs, such as scorecards, dashboards, KPIs, etc.
- t. information technology (IT) standards

3.2.1.2 Occupational Safety and Health Administration (OSHA)

- a. copies of all written safety programs and safety policy statement
- b. list of required training for employees and contractors
- c. last 3 years of OSHA 300 logs

3.2.1.3 Risk Management

- a. risk management policies and processes (safety, financial, and project)
- b. risk management strategy statement/document

3.2.1.4 Other Documents

- a. wildlife management plan
- b. environmental management/risk management plan
- c. environmental management system (EMS) document
- d. public safety roles and responsibilities (police, ARFF)
- e. wildlife incident reports
- f. individual incidents
- g. monthly or regular update reports
- h. monthly status or metrics report for operations and/or safety
- i. insurance reports and audit results

3.2.1.5 Documents Provided

The following is the list of documents the BRAA provided as part of the gap analysis.

- a. Airfield Inspection Report
- b. Airport Rules and Regulations
- c. BCT and City of Boca Raton Memorandum of Agreement (MOA)
- d. BCT Wildlife Hazard Assessment 2016
- e. BCT IT Policy
- f. BRAA Emergency Plan
- g. Circle Generator Contract (sample)
- h. Hurricane Preparedness Guide 2017
- i. Incident Report
- j. Insurance Standards
- k. Minimum Standards
- l. Premier Lease (sample)
- m. Stormwater Prevention Plan Revised 2017
- n. ATCT and Boca Raton Fire MOA
- o. Vehicle and Equipment Inspection Form
- p. Work Order

The Ricondo Team reviewed these documents and assessed those with SMS-applicable language and/or processes and procedures. Most of the existing documents include safety-related and/or SMS-transferable language. Some documents may need updating as part of the complete SMS program development. The BRAA has a significant amount of information already documented and can leverage these documents to complete an SMS program in the future.

3.3 On-Site Interviews

3.3.1 PERSONS/ORGANIZATIONS INTERVIEWED

The Ricondo Team interviewed several key members of the BRAA staff, as well as key stakeholders and tenants at BCT. All interviews were conducted using a consistent set of questions. A copy of these questions is provided in Appendix A. **Table 3-1** lists those who were interviewed as part of this study.

Table 3-1: Interviews Conducted

PERSON INTERVIEWED	COMPANY	JOB FUNCTION	DATE
David Bezanis	ATCT Contract Tower (RVA)	Tower Manager	September 21, 2017 (via phone)
Alex Blodgett	Blodgett & Associates	Client Manager	September 19, 2017 (via phone)
Stanley Gordett	Platinum Security	Supervisor	September 1, 2017
Dr. Jeff Johnson	Lynn Aviation (flight school)	Director	August 31, 2017
Robert Abbott	BRAA	Operations Coordinator	August 8, 2017
Mike LaSalle		Fire Department Assistant Chief	
Joe Treanor	Boca Raton Fire Dept.	and Captain	August 1, 2017
Devin Lawrence	Atlantic Aviation	General Manager (BCT Location)	August 1, 2017
Garry Madolid	Signature Flight Support	Station Manager	August 1, 2017
Clara Bennett	BRAA	Executive Director/Accountable Executive (SMS program)	August 1, 2017
Travis Bryan	BRAA	Operations Manager	July 31, 2017
Jose Blanco	BRAA	Coordinator	July 31, 2017
Scott Kohut	BRAA	Deputy Director	July 31, 2017
Ariadna Camilo	BRAA	Finance and Administration	July 31, 2017
Christine Landers	BRAA	Business Manager	July 31, 2017

NOTES:

ATCT – Air Traffic Control Tower

RVA –Robinson Aviation, Inc.

SMS – Safety Management Systems

SOURCES: Ricondo & Associates, Inc. Faith Group, LLC., October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

3.4 Results of Analysis

Utilizing an accepted method, the Ricondo Team compared the documentation and practices that the BRAA currently has in place to the pending FAA regulations (SNPRM and AC documents), ICAO's Safety Management Manual (SMM), and ACRP's SMS Guidebook Volume 2. The following subsections and tables provide the basic topics and/or required functions organized by the four components of SMS (Safety Policy, Safety Risk Management, Safety Assurance, and Safety Promotion), along with their source (FAA publications, ICAO SMM, or the ACRP SMS Guidebook). The last three columns of the tables provide a current BRAA status, the possible needs based on what the BRAA has in place, and a priority ranking of High, Medium, or Low based on the Ricondo Team's expertise and interpretation of the current pending regulation. Further, the priority ranking also considers the size and complexity of BCT, its staff, and the impact the item will have on the effectiveness of the SMS effort as a whole. Items with a High Priority assigned should be developed and or executed before those that are ranked as a Medium Priority, and those with a Medium level should be developed and or executed before those with a Low Priority ranking.

3.4.1 SAFETY POLICY

The first SMS component is the Safety Policy. The Safety Policy must describe the organization's commitment to safety, roles and responsibilities, organizational structure, and SMS goals and objectives. **Table 3-2** summarizes the BCT comparative analysis for Safety Policy.

Table 3-2 (1 of 4): Safety Policy Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
A safety policy is in place (documented).	FAA SMS AC and ICAO SMM	The rules and regulations reference safe operations.	Need a complete policy	High
The safety policy is approved by top management.	ICAO SMM	No documented evidence; however, rules and regulations are approved by the Airport Board.	Need a complete policy	High
There is a policy in place that ensures employees are free to report safety deficiencies, hazards, or occurrences without being subject to unjust discipline.	ACRP SMS Guidebook	No documented evidence.	Need a complete policy	Medium
The policy includes a commitment to continual improvement.	ICAO SMM	No documented evidence.	Need a complete policy	Medium
The policy includes a commitment to comply with applicable legislation and other requirements to which the organization subscribes.	ACRP SMS Guidebook	The need is referenced in the rules and regulations.	Need a complete policy	Medium
The safety policy is promoted by top management.	ICAO SMM	Management supports safety; it is not structured.	Need a complete policy	High
The safety policy is reviewed periodically.	ICAO SMM	No documented evidence.	Need a complete policy	Medium
The safety policy is effectively communicated within the organization. Employees are aware of the policy and their SMS obligations.	FAA SMS AC and ICAO SMM	No documented evidence.	Need a complete policy	High

Table 3-2 (2 of 4): Safety Policy Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
The safety policy is effectively communicated to external parties, including contractors and visitors.	ACRP SMS Guidebook	There are safety discussions with tenants and stakeholders monthly. No policy to be effectively communicated.	Future safety meetings should include the policy going forward.	Medium
The policy is generally reflected in the safety practices.	ACRP SMS Guidebook	There is an overall feeling of a positive safety culture, from BRAA staff and stakeholders alike.	Need a complete policy	High
Objectives				
Safety objectives are established and documented for each relevant function within the organization.	FAA SMS AC	No documented evidence.	Need to be included in complete safety policy	High
A coherent set of safety goals are developed based on objectives.	ACRP SMS Guidebook	No documented evidence.	Need to be included in complete safety policy	High
The results of hazard identification and risk assessments are considered while setting SMS objectives.	ACRP SMS Guidebook	No documented evidence.	Need to be included in complete safety policy	Medium
Objectives are established and consistent with the commitment for continual improvement.	ACRP SMS Guidebook	No documented evidence.	Need to be included in complete safety policy	Medium
Safety objectives are publicized and distributed.	FAA SMS AC and ICAO SMM	No documented evidence.	Need to be included in complete safety policy	Low
Safety Accountabilities of Managers				
A top manager is assigned, with responsibility and accountability for ensuring the SMS is properly implemented and performs the requirements in all areas of the organization.	FAA SMS AC	The Executive Director has been identified as the accountable executive.	Need to be included in complete safety policy	High
The top manager accountable for SMS has control of the financial and human resources required for the proper execution of their SMS responsibilities.	ICAO SMM	The Executive Director has been identified as the accountable executive and has full authority as necessary.	Need to be included in complete safety policy	High

Table 3-2 (3 of 4): Safety Policy Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Appointment of Key Safety Personnel				
The safety authority, responsibilities, and accountability of personnel at all levels of the organization are defined and documented.	FAA SMS AC	The Operations Coordinators have been identified as most likely to have this authority (collateral duty).	Need to be included in complete safety policy	Medium
A qualified person has been appointed to oversee the implementation and operation of the SMS.	ICAO SMM	The Operations Coordinators have been identified as most likely to have this authority (collateral duty).	Need to be included in complete safety policy	High
The organizational structure facilitates communication among the SMS manager, the top accountable executive, and line managers.	ACRP SMS Guidebook	Given the small staff size, this is occurring almost daily.	Need to be included in complete safety policy	High
All personnel understand their authority, responsibilities, and accountability in all safety management processes, decisions, and actions.	ACRP SMS Guidebook	Yes, the staff demonstrates this function daily.	Need to be included in complete safety policy	High
All those with management responsibility demonstrate their commitment to the continual improvement of SMS performance.	ACRP SMS Guidebook	There is a noticeable cultural commitment to safety (tenants have affirmed this as well).	Continue to openly discuss and now document this commitment	Medium
SMS Implementation and Management				
There is a strategic SMS implementation (or management) plan, including assignment of roles and responsibilities, means, and timelines for completion.	ACRP SMS Guidebook	Yes, the staff is aware of these efforts and is planning for the implementation of an SMS.	Need to be included in complete safety policy	Medium
The planning process is conducted at regular, planned intervals by an SMS planning group, which includes the SMS manager.	ACRP SMS Guidebook	Given the communication level of the small staff, this is occurring almost daily.	Need to be included in complete safety policy	Medium
Legal and Other Requirements				
License and permit requirements are in place and legal requirements are implemented.	ACRP SMS Guidebook	This is included in the appropriate documentation that BRAA already has developed.	Need to continue and tie it to the appropriate sections of the SMS.	Low
Relevant information on legal and other requirements is communicated to employees and other stakeholders.	ACRP SMS Guidebook	Given the small staff size, this is occurring almost daily.	Need to be included in complete safety policy	Low
SMS Documentation				
There is consolidated documentation that describes the SMS and the interrelationships between all its components.	ACRP SMS Guidebook	No documented evidence.	Will be developed with program development	Medium

Table 3-2 (4 of 4): Safety Policy Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Documentation and Data Control				
Procedures for document control are established.	ACRP SMS Guidebook	The BRAA has established document control and is currently creating and/or updating several pertinent documents.	Needs to be spelled out in final SMS manual	Low
Documents are periodically reviewed, revised as necessary, and approved by authorized personnel.	ACRP SMS Guidebook	The BRAA has established document control and is currently creating and/or updating several pertinent documents.	Needs to be spelled out in final SMS manual	Low
Obsolete documents are secure from unintended use and retained documents are identified.	ACRP SMS Guidebook	The BRAA has established document control and is currently creating and/or updating several pertinent documents.	Needs to be spelled out in final SMS manual	Medium
Current versions are available at all relevant locations.	ACRP SMS Guidebook	The BRAA has established document control and is currently creating and/or updating several pertinent documents.	Needs to be spelled out in final SMS manual	Low
Record and Records Management				
The Airport has a records system that ensures the generation and retention of all records necessary to document and support operational requirements in accordance with applicable regulatory requirements and industry best practices.	ICAO SMM	No documented evidence; however, records and documents are stored on BRAA servers and/or web-based servers in a secure environment.	Needs to be spelled out in final SMS manual	Low
The system provides the control processes necessary to ensure appropriate identification, legibility, storage, protection, archiving, retrieval, retention time, and disposition of records.	ACRP SMS Guidebook	No documented evidence; however, records and documents are stored on BRAA servers and/or web-based servers in a secure environment.	Needs to be spelled out in final SMS manual	Low

NOTES:

FAA – Federal Aviation Administration

SMS – Safety Management Systems

AC – Advisory Circular

ICAO – International Civil Aviation Organization

SMM – Safety Management Manual

ACRP – Airport Cooperative Research Program

SOURCES: Ricondo & Associates, Inc., Faith Group, LLC, October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

3.4.2 SAFETY RISK MANAGEMENT

The second component of SMS is SRM. SRM includes a five-step proactive process of (1) describing the system or part of a system; (2) determining hazards conditions that exist or may exist; (3) assessing the risk (consequences); (4) analyzing those risks (determining the severity and likelihood); and (5) mitigating, as necessary. SRM must also include the identification of hazards, a basic hazard assessment, and an accident root-cause analysis function. It is imperative for the severity and likelihood definitions, and the risk matrix ultimately encompassed in the SMS, to reflect the level of risk tolerance for the BRAA. For reference, **Appendix B** contains the FAA Desk Reference Guide risk matrix and definitions. **Table 3-3** summarizes the BCT comparative analysis for SRM.

3.4.3 SAFETY ASSURANCE

The third component of SMS is Safety Assurance. Safety Assurance includes the ability to collect safety and operational data and analyze it to track safety performance against the goals and objectives articulated in the Safety Policy component. Safety and operational data should also be utilized in the SRM process to facilitate objective decision-making. Lastly, the Safety Assurance component must describe a safety audit function to ensure the SMS is being applied and is working as desired. There is a need for an annual audit of the program and of those who actively manage and administer SMS. **Table 3-4** summarizes the BCT comparative analysis for Safety Assurance.

3.4.4 SAFETY PROMOTION

The fourth component of SMS is Safety Promotion. Safety Promotion involves the training and orientation of the SMS program. It should describe the practitioner training needed for the SMS manager and accountable executive. Training also must include hazard identification and root-cause analysis. Lastly, the orientation of stakeholders and tenants should be described therein. This component also includes the promotion of general safety, and it might even include the branding of the safety program. The Ricondo Team has recognized this as a best practice at other airports. **Table 3-5** summarizes the BCT comparative analysis for Safety Promotion.

Table 3-3 (1 of 3): Safety Risk Management Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Hazard Identification Process				
A procedure for the identification of hazards and assessment of risks is established and the methodology is defined.	FAA SMS AC and ICAO SMM	No documented evidence; however, the BRAA does take reports and investigates them as a matter of practice.	Needs to be spelled out in final SMS manual	High
Reporting Systems				
An established hazard reporting system that provides a means for reporter confidentiality is in place.	FAA SMS AC	No documented evidence; however, the BRAA does take reports and investigates them as a matter of practice.	Needs to be spelled out in final SMS manual (NOTE: The BRAA website is comprehensive and has links to pertinent information and forms; this could be replicated for hazard reporting.)	High
There is a reporting process that is simple and accessible.	ICAO SMM	No documented evidence; however, the BRAA does take reports and investigates them as a matter of practice.	Needs to be spelled out in final SMS manual (NOTE: The BRAA website is comprehensive and has links to pertinent information and forms; this could be replicated for hazard reporting.)	Medium
All identified hazard data are systematically recorded, stored, and analyzed.	ACRP SMS Guidebook	No system in place.	The BRAA is starting to investigate software tools for this purpose.	Low
There is a feedback process to notify contributors that their reports have been received and to share the results of the analysis.	ACRP SMS Guidebook	No documented evidence; however, practice is one of open communication back to stakeholders and staff.	Needs to be documented in final SMS Manual	Low
Reports are reviewed at the appropriate level of management.	ICAO SMM	The practice is present at all staff levels.	Needs to be documented in final SMS Manual	Medium
There is a system to share significant safety event information with other similar organizations, subject to reasonable restriction on proprietary and confidential information.	ICAO SMM	No documented evidence; however, practice is one of open communication.	Needs to be documented in final SMS Manual	Low

Table 3-3 (2 of 3): Safety Risk Management Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Risk Assessment				
There is a structured process for the assessment of risk associated with identified hazards expressed in terms of severity and probability of occurrence.	FAA SMS AC and ICAO SMM	No documented evidence; practice is for insurance carrier to conduct annual audits.	Needs to be documented in final SMS Manual	High
Criteria are established for evaluating risk and the level of risk the organization is willing to accept.	ACRP SMS Guidebook	No documented evidence; however, staff has unwritten standards they apply as part of their day-to-day operations.	Needs to be documented in final SMS Manual	High
The results of risk assessments are considered in the development of facilities, equipment, procedures, training, etc.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Medium
Risk assessment procedures cover all facilities, routine and non-routine activities, and personnel having access to the workplace (including visitors, subcontractors, etc.).	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Medium
Results of hazard identification and risk assessments are considered while setting SMS objectives.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Medium
Operating Procedures				
Operating and activities associated with identified risks, where control measures need to be applied, are identified.	ACRP SMS Guidebook	No documented evidence; however, staff has unwritten standards they apply as part of their day-to-day operations.	Needs to be documented in final SMS Manual	Low
The SMS specifically addresses the coordination of SMS interfaces with external organizations, including service providers, suppliers, subcontractors, etc.	ICAO SMM	No documented evidence; however, the smaller staff communicates with business partners and stakeholders effectively through multiple mediums. These processes could be easily documented.	Needs to be documented in final SMS Manual	Low

Table 3-3 (3 of 3): Safety Risk Management Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Mitigation Controls				
The organization evaluates the effectiveness of the corrective/preventive measures that have been developed.	FAA SMS AC	No documented evidence; however, input from staff occurs regularly.	Needs to be documented in final SMS Manual (NOTE: There is always a need to monitor mitigations.)	Medium
Corrective and preventive actions are generated in response to risk assessment or event analysis.	ICAO SMM	No documented evidence. However, corrective and preventative actions occur through normal daily operations.	Needs to be documented in final SMS Manual (NOTE: There is always a need to monitor mitigations.)	Medium
Internal Safety Investigations				
There is a process to ensure all reported occurrences and deficiencies are investigated.	ICAO SMM	No documented evidence; however, investigations occur as part of normal daily operations.	Needs to be documented in final SMS Manual	Medium
Investigations are targeted toward identification of the root cause, and they consider human and organizational factors in the analysis.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Medium
There is a process to identify lessons learned from safety-significant events that occur at the Airport or at other like organizations.	ACRP SMS Guidebook	No documented evidence; however, knowledge transfer occurs as part of normal daily operations.	Needs to be documented in final SMS Manual	Low

NOTES:

FAA – Federal Aviation Administration

SMS – Safety Management Systems

AC – Advisory Circular

ICAO – International Civil Aviation Organization

SMM – Safety Management Manual

ACRP – Airport Cooperative Research Program

SOURCES: Ricondo & Associates, Inc., Faith Group, LLC, October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

Table 3-4 (1 of 2): Safety Assurance Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Performance Monitoring and Measurement				
There are safety performance indicators and safety performance targets directly related to safety objectives.	FAA SMS AC and ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	High
There is a process for reviewing the adequacy/appropriateness of safety performance indicators.	FAA SMS AC and ICAO SMM	No documented evidence (annual insurance audit).	Needs to be documented in final SMS Manual	Medium
Procedures to monitor and measure SMS performance on a regular basis are established.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Medium
There is a process and/or procedures to ensure calibration and maintenance of monitoring equipment.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Low
Audit				
The organization conducts reviews and audits of its processes, procedures, analyses, inspections, and training.	FAA SMS AC	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	High
There is an operationally independent audit function with the authority required to carry out an effective internal evaluation program.	ICAO SMM	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Medium
Audits address all functions, activities, and groups within the organization.	ACRP SMS Guidebook	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Low
There are defined audit scope, criteria, frequency, and methods.	ACRP SMS Guidebook	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Low
Audits consider identified risks and previous audit results.	ACRP SMS Guidebook	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Low
Audits are carried out based on an approved and recognized SMS set of requirements.	ACRP SMS Guidebook	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Medium
An established process or procedure for reporting safety information and data on a regular basis to the accountable executive is in place.	ICAO SMM	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Medium
Audit results are addressed.	ACRP SMS Guidebook	No documented evidence (annual insurance audit does occur).	Needs to be documented in final SMS Manual	Low
SMS evaluators/auditors are trained and qualified.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Low

Table 3-4 (2 of 2): Safety Assurance Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
The Management of Change				
There is a procedure to record verification of action(s) taken and the reporting of verification results.	ACRP SMS Guidebook	No documented evidence; however, verification occurs as part of normal day-to-day operations.	Needs to be documented in final SMS Manual	Low
Continuous Improvement of the Safety System				
Continuous improvement is an inherent part of the safety objectives at all levels of the organization.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Low
Regular and periodic planned reviews are conducted regarding organization safety processes and performance, with the objective of identifying opportunities for improvement.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Medium
Major decisions and actions aimed at improving safety are monitored for their effectiveness, and further action is taken when the expected risk benefit is not met.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Medium
Managers are kept informed of the internal safety reviews, as well as informed of planned and implemented risk-control actions.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	High
There is an annual management review of the entire SMS.	ACRP SMS Guidebook	No documented evidence.	Needs to be documented in final SMS Manual	Medium
The results of the management review are documented.	ICAO SMM	No documented evidence.	Needs to be documented in final SMS Manual	Medium

NOTES:

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SOURCES: Ricondo & Associates, Inc., Faith Group, LLC, October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

Table 3-5: Safety Promotion Comparison

COMPONENT – FUNCTION AND ITEM	SOURCE	BRAA	NEEDS	PRIORITY
Training and Education				
Training requirements are defined so that personnel are competent to perform their safety duties.	FAA SMS AC	Documented in the BRAA safety records; pertinent to regulations.	Needs to be fully documented in the SMS Manual and/or referenced in training docs	High
Appropriate training is provided. This includes specialized training to personnel involved in safety-critical tasks, general SMS training for all personnel, and SMS training for new employees as part of the indoctrination training.	FAA SMS AC and ICAO SMM	No documented evidence.	Needs to be fully documented in the SMS Manual and/or referenced in training docs	High
There is emergency preparedness and response training for affected personnel.	ICAO SMM	Exists in the BRAA emergency plan and Hurricane Preparedness Plan.	Needs to be fully documented in the SMS Manual and/or referenced in training docs (BRAA can reference one plan to another)	Medium
Training records are maintained.	FAA SMS AC	Exists in BRAA training records.	Needs to be referenced in SMS Manual	High
Training effectiveness is measured.	ACRP SMS Guidebook	No documented evidence.	Needs to be included in training docs and referenced in SMS Manual	Medium
Safety Communication				
The free exchange of safety information, across all areas and through all levels, both vertically and horizontally, is actively promoted by management and facilitated by mechanisms and processes.	FAA SMS AC and ICAO SMM	No documented evidence; however, safety is communicated regularly through normal day-to-day operations.	Needs to be documented in final SMS Manual	Medium
There are multidisciplinary, multilevel safety committees or operational committees for which safety is a standing agenda item and where SMS-related issues are critically assessed and objectively discussed.	FAA SMS AC and ICAO SMM	No documented evidence (the small staff manages this function collectively).	Needs to be documented in final SMS Manual	Medium-Low
The results of safety coordination meetings are communicated to all employees.	FAA SMS AC	No documented evidence; however, the small staff manages this function collectively.	Needs to be documented in final SMS Manual	Medium
Employees are involved/consulted in the development and review of policies and procedures to manage risks.	ACRP SMS Guidebook	No documented evidence (the small staff manages this function collectively).	Needs to be documented in final SMS Manual	Medium
Safety information is disseminated throughout the organization, and the effectiveness of this process is monitored.	FAA SMS AC and ICAO SMM	No documented evidence (the small staff manages this function collectively).	Needs to be documented in final SMS Manual	Low

NOTES:

FAA – Federal Aviation Administration

SMS – Safety Management Systems

AC – Advisory Circular

ICAO – International Civil Aviation Organization

SMM – Safety Management Manual

ACRP – Airport Cooperative Research Program

SOURCES: Ricondo & Associates, Inc., Faith Group, LLC, October 2017

PREPARED BY: Ricondo & Associates, Inc., October 2017.

4. Safety Management Systems Automation Tool Analysis

Most SMS implementations involve automation software to assist in all elements of the program. This section reviews the current systems in use at BCT, highlights existing SMS systems that are used at airports in the United States (US), and provides a summary and recommendation for SMS software implementation at BCT.

4.1 Current Systems in Use

The BRAA currently has the following systems in use:

- **iAuditor:** This is a cloud-based app that is used to track inspections. Security personnel use this for airfield inspection and incident reports. The reports are saved as PDF files and are emailed to the BRAA Operations team. Operations staff also use it for inspection reporting.
- **Office 365:** Outlook calendar is used to schedule all events, including Notice to Airman (NOTAM) expirations, monthly inspections, and all non-daily recurring activities. Excel is used for inventory, work order logs, noise complaint tracking, etc. There is no other tracking software in use, and the Office 365 suite does not integrate with the iAuditor app.
- **Gentec Security Desk:** This system is used for all badging, access control, and security camera monitoring.
- **ANOMS:** This is used for aircraft noise and flight tracking.

There are no specific safety databases currently in use, and there are no means or methods of taking reports other than manually. There are no safety dashboards in place and no tools utilized for data analysis and reporting, other than manual efforts, when requested.

4.2 Industry Tools in Use

The Ricondo Team leveraged experience and recent similar efforts to compile a representative list of tools and systems currently in use at US airports, and specific to SMS, safety data collection, and analysis. There are no examples of commercial off the shelf (COTS) software in use at small non-commercial service GA airports. Many of these type airports are using Excel spread sheets or Access databases developed in house to manage SMS

activities. Larger airports utilize multiple software systems solutions. Many of these systems have work order modules available, which enables users to coordinate safety corrective actions and associated costs automatically. **Table 4-1** provides a brief list of airports that the Ricondo Team has worked with and their current systems specific to SMS and maintenance, and other systems that are pertinent to airport management. Although the airports identified in Table 4.1 are larger and in many respects more complex than BCT, the software information highlights what is available in the industry. Furthermore, many of the COTS systems are scalable and could be a solution for BCT. **Table 4-2** lists several software vendors identified who have specific small airport applications which may be cost effective for BCT.

Table 4-1: Safety Management Systems Tools in Use at Select U.S. Airports

AIRPORT AUTHORITY	AIRPORT(S)	SMS SOFTWARE	MAINTENANCE SOFTWARE	OTHER
Houston Airport System	George Bush Intercontinental Airport William P. Hobby Airport	None (anticipate procurement in 2018)	InFor	
City of Chicago Department of Aviation	Chicago O'Hare International Airport	Reconfigured Remis software	CityWorks®	Remis is also used for Human Resources, Finance, and OSHA
City and County of San Francisco	San Francisco International Airport	Airline Integrated Reporting Software (AIRS) (in process of being replaced)	Mainsaver®	ADMS for landside activities and logs, Web-EOC, AIDMS-Security Access System
City and County of Denver Department of Aviation	Denver International Airport	ProDIGIQ	IBM Maximo Asset Management	Stars for Risk Management
Port of Seattle	Seattle-Tacoma International Airport	Tried TRA "IndustrySafe" (discontinued use and now is developing a new software interface in house)	IBM Maximo Asset Management	Origami - Risk Management/ Safety Software; AIRS, in-house GIS software System; Excel for wildlife data management
State of Maryland	Baltimore/Washington International Thurgood Marshall Airport	GCR Inc. SMS (trial basis)	IBM Maximo Asset Management	
Kenton County Airport Board	Cincinnati/Northern Kentucky International Airport	Infor (looking for SMS-specific now)	InFor	
Indianapolis Airport Authority	Indianapolis International Airport	TRA IndustrySafe		
City of San Antonio	San Antonio International Airport	Intellex	Intellex	
Des Moines Airport Authority	Des Moines International Airport	GCR Inc. AirportIQ Safety & Operations Compliance System (ASOCS)	GCR Inc. MX Module	
Milwaukee County	General Mitchell International Airport	Modified Cityworks®	Cityworks®	

NOTES:

OSHA – Occupational Safety and Health Administration

GIS – Geographic Information System

1/ The information contained in this table was gathered from the stated airports and airport authorities in a collaborative effort by the Faith Group, LLC. Participants in this effort gave permission to share this data to assist other airports and airport authorities and to learn from one another.

SOURCE: Faith Group, LLC, October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

Table 4-2 provides a more detailed description of the software identified in the survey and identifies vendors with small airport applications. It should be noted that this is not an exhaustive list of SMS automation software, but rather provides a sampling of currently available products.

Table 4-2: (1 of 2) Safety Management System Software Details

SMS SOFTWARE	MODULES	DESCRIPTION	APPLICATIONS	SMALL AIRPORT APPLICATION	WEBSITE
CityWorks®	Cityworks Suite Cityworks AMS Server PLL Storeroom Administrative Tools Peripheral Tools and Application Programing Interfaces	Web based GIS application for management of governmental civil infrastructure. Interfaces with ArcGIS	Tablets Laptops Desktops		www.cityworks.com
GCR Airport IQ	AirportIQ Safety & Operations Compliance System (ASOCS)	Safety compliance tool. Assists in identification of risks, management of mitigation actions. Provides safety reporting and monitoring, risk management, and compliance	Web devices Mobile devices	Yes	www.gcrincorporated.com
InFor	Custom tools	Business process software for multiple industries including government, aerospace, and defense	Cloud based solutions		www.infor.com
Intellex	Risk management Safety hazard observation Safety objectives and targets Safety meetings management Safety policy management	Environmental, Health and Safety, and Quality (EHSQ) Management Software.			www.intellex.com
International Safety Systems	Airline Integrated Reporting Software	A custom software application designed to provide tools for the management of quality, safety, hazard, risk and improvement data. Capabilities include: occurrence reporting, audit management, hazard and risk identification, and analytical reports	Local area networks or hosted applications		www.safeware.com.au

Table 4-2: (2 of 3) Safety Management Systems Tools in Use at Select U.S. Airports

SMS SOFTWARE	MODULES	DESCRIPTION	APPLICATIONS	SMALL AIRPORT APPLICATION	WEBSITE
ProDIGIQ	Part 139 Self Inspection Operations Management System Lease Management System Computerized Maintenance Management System Safety Management System FIDS-BIDS-GIDS	Provides hardware and software solutions for operations management, safety management, lease management, maintenance management, flight information display, flight tracking, and mobile technology.	Mobile application websites tablets	Yes	www.prodigiq.com
Remis	REMIS System Material Tracker Training Tracker Fugitives Tracker Stormwater Tracker	A Microsoft Access-based database application which serves as a comprehensive management information system for environmental data.	Desktop		www.rfsconsulting.com
SMS Pro	Hazard Reporting Full Aviation Risk Mgmt. Workflows Auditing Training & Qualifications Dashboards Self-Inspections Dashboards Incidents Incidents Public Forum Claims Inspections Inspections Public Forum Hazards Hazards Public Forum Observations Observations Public Forum Training Corrective Actions Industrial Hygiene Job Safety Analysis Home Mobile	Offers several module solutions included an enterprise solutions with unlimited storage	Web Based and Scalable	Yes	www.aviaitonmsinfo.asms-pro.com
TRA Industry Safe		Provides IndustrySafe, cost-effective, web-based (SaaS) safety management software, so that organizations can track, manage, and comply with environmental, health, and safety regulations for construction, manufacturing, government, energy, and transportation	Web Mobile	Yes	www.industrysafe.com

SOURCE: Faith Group, LLC, October 2017.
PREPARED BY: Ricondo & Associates, Inc., October 2017.

4.3 Summary of Analysis

The software listed in Table 4-1 and Table 4-2 represent a wide range of capabilities for airports of all sizes and which may meet the needs of BRAA. To determine the product that will work the best, the definition of the goals desired by BRAA for SMS software automation, identification of the business processes to be automated, and the definition of software requirements need to be established. This process entails the identification of daily, weekly, monthly, and yearly business processes staff uses to capture, manage, maintain and report safety, functionality desired by the BRAA, necessary compatibility with the existing and future software to be acquired, identification of budgetary constraints, and thorough product demonstrations by the individual software vendors. Once requirements are established and the knowledge base of staff members has increased through various demonstrations, software can be procured through the Request for Proposal (RFP) process.

The Ricondo Team contacted software providers listed in Table 4-2 and identified four with small airport SMS solutions (GCR, ProDIGIQ, SMS Pro, and TRA). Pricing for each of these systems is based on modules desired. However, for context, the small airport solutions range from \$250 to \$3,000 for a monthly subscription to a cloud based system. As a specific example from the table above, SMSPro has a cost of \$800 per month for an enterprise level solutions (all 70 modules) and GCR has General Service Agency pricing of \$1,400 per month (including data collection, analysis, and SRM modules).

It is anticipated that cost will be a major factor in the decision for the procurement of SMS software. If the available software is not affordable, development of a database using software currently in use at BCT should be considered. Many, if not most, GA airports of similar size and complexity have built spreadsheet or data bases tools that are specific to their local operation and airport characteristics. In most cases these are based on Microsoft Excel and or Access data base platforms. While this enables the airport management to customize their tools in a relatively cost-effective manner, it does not take advantage of the industry research that has been captured by the software developers and providers. Therefore, it would be valuable for BRAA staff to explore SMS automations tools from vendors who have a small airport solution. However, if a BRAA generated solution is appealing as an initial step in data collection and analysis, there are several firms that can assist the BRAA with this process including, local accounting and or aviation rates and charges calculation firms. It may also be prudent to contact the developers of iAuditor to see if a low-cost solution can be established.

Funding for SMS automation could come from FAA grants or the airport operating budget. The FAA has determined that software specific to safety data management intended to support SMS implementation is eligible for FAA Airport Improvement Program (AIP) funding. Given that BCT is a designated reliever and the SNPRM, when finalized, may require the implementation of an SMS, it is expected that BCT would be eligible for AIP funding. A discussion with the FAA ADO will help identify specifics on the funding of a SMS automation software. An analysis of the operating budget should be conducted to determine the level of funding, if any, that can be applied to development or procurement of SMS automation software.

4.4 Recommendations

In summary of the analysis presented in this chapter, the Ricondo Team recommends the following:

1. Develop requirements for SMS software based on existing business processes.
2. Engage software providers that offer small airport solutions.
 - a. Schedule demonstrations of the software and identify preliminary pricing.
3. Evaluate the ability of the BRAA to develop Excel and Access-based solutions.
 - a. Engage outside assistance as required.
 - b. Confirm that identified solutions meet the defined SMS requirements.
4. Investigate the potential for the enhancement of iAuditor.
5. Hold discussions with the FAA ADO to establish AIP funding eligibility (note: the 2018 Federal Fiscal Year calendar began in October 2017).
6. Identify available funds from other BRAA budgets (e.g. operations).
7. Make a business decision on the purchase of SMS software or the development of tools in house.
8. Utilize the RFP process for the purchase of SMS software or the acquisition of outside assistance for the development of an in-house tool.
 - a. Consider an incremental approach for the software procurement or tool development to make sure capability is obtained when it is needed, and to spread costs out over time, making the transition to automation easier from a funding perspective.

5. Summary and Recommendations

The Ricondo Team understands that safety is important to the BRAA staff. The interviews conducted with the staff and stakeholders revealed a solid understanding of what the implementation of SMS entails and how it needs to be managed and integrated across and throughout an organization. The responses from the Airport stakeholders and tenants regarding safety were positive. There exists strong support for and a willingness among these stakeholders and tenants to work with the BRAA. This will help to establish a successful SMS development and implementation.

The BRAA has several applicable documentation efforts already underway. Updating the rules and regulations for BCT is an example. To better align with SMS guidance, the rules and regulations update should be leveraged to include requirements to report hazards and to assist with risk assessments. Additionally, as leases and contracts are being updated, there exists the same opportunity to include language that requires tenants and stakeholders to participate in a future BCT SMS program. Based on the interviews, there is a desire on the part of the stakeholders and tenants to participate in an SMS.

There are several practices that are also applicable to an SMS program including: the review of incidents and accidents during safety meetings, implementation of enhanced reporting capabilities, investigation efforts for hazard reports, the continuous monitoring of Airport safety activities, and special attention paid to construction projects and known hazardous conditions. The BRAA must memorialize these efforts and document the structure within which they occur. Further, as we learned in the draft presentation of findings meeting the safety meetings need to be held on a schedule that can be recurring and understood by all. The importance of consistency and feedback cannot be over stated.

The BRAA has identified the staff positions that will be responsible for the overall SMS program and there exists within the staff a substantial knowledge base and a willingness to perform what is necessary for a robust SMS. The opportunity exists today to capture the knowledge and investment into understanding SMS through the complete documentation of an SMS program. Establishment of a formal program, documentation, and formal structure are what is needed now to ensure success.

5.1 Specific Recommendations

Table 5-1 provides a summary of the recommendations developed following the baseline and comparative analyses. The recommendations are organized around the four components of SMS, and they provide specific details regarding what BRAA has in place and what is needed. Each recommendation was assigned a priority ranking of High, Medium, or Low based on the Ricondo Team’s expertise and interpretation of the current pending regulation. The priority ranking also considers the size and complexity of BCT, its staff, and the impact the item will have on the effectiveness of the SMS effort as a whole. Items with a High Priority assigned should be developed and or executed before those that are ranked as a Medium Priority, and those with a Medium level should be developed and or executed before those with a Low Priority ranking.

Table 5-1 (1 of 3): Recommendations for BRAA Safety Management Systems Development

SMS COMPONENT	GAP	BRAA NEEDS	PRIORITY
Policy	Positions identification and organization description	The BRAA should draft a complete safety policy that spans all activities related to safety. The policy should name the Executive Director as the accountable executive. The policy should identify what position within the Operations staff functions as the SMS Manager (either the Operations Manager or Coordinator). The SMS Manager position needs a direct reporting responsibility to the accountable executive for all safety-related matters.	High
Policy	Organization’s commitment to safety	The BRAA should draft a complete safety policy that spans all activities related to safety. The policy should articulate the BRAA’s commitment to safety and include tenants and Airport stakeholders.	High
Policy	Goals and objectives identification	The BRAA should draft a complete safety policy that spans all activities related to safety. The policy should include overarching goals and objectives of the SMS program; examples include the protection of life and assets, the reduction in lost time accidents and injuries, reducing wildlife impacts, and improvement to effective and efficient aircraft movements for tenants and users.	Medium
SRM	Document 5-step SRM process	The BRAA should draft a complete SRM component that adopts and describes the accepted SRM process. Further, the process needs to describe and include the “triggers” for the SRM process. Examples include: construction projects; major maintenance projects; changes in aircraft operations; a new tenant; new equipment; hazards reports that require more detailed analysis than the initial investigation; and trending analysis that is not positive.	High

Table 5-1 (2 of 3): Recommendations for BRAA Safety Management Systems Development

SMS COMPONENT	GAP	BRAA NEEDS	PRIORITY
SRM	Establish risk thresholds for severity and likelihood; adopt a risk matrix	The BRAA needs to establish its risk tolerance and document it in the SRM component. A risk includes two factors: the severity of a consequence and the likelihood of it occurring. The definitions of severity and likelihood need to reflect the BRAA level of risk tolerance. Severity needs to be based on what BRAA believes are unacceptable results of an incident and/or accident and what is acceptable and what's desired, as well as the varying degrees of each. The likelihood needs to be based on objective numbers and occurrences, such as the number of times a consequence occurs over the course of a certain number of flight operations or period of time.	High
SRM	Establish reporting of hazardous conditions (unanimously)	The BRAA needs to document a formal process to receive hazards reports. The ability to report hazards anonymously is important and should be provided. There can be multiple ways to report. The BRAA should utilize current established means, such as open communication and website access. Reports should be captured and logged for further investigation and tracking.	Medium
SRM	Establish processes and procedures for hazard investigations	The BRAA needs to establish processes and procedures for hazard-reporting investigation. All hazard reports need some level of investigation, whether it's conducting on-site detailed review, interviewing members of staff and stakeholders, or merely driving by an area to have a firsthand look. The process and assignment of the investigation needs to be documented. The results of the investigation need to be documented and kept for data analysis, and appropriate feedback needs to be provided to the reporting person(s).	Medium
SRM	Establish process and procedure for root-cause analysis	The BRAA needs to establish processes and procedures for root-cause analysis. Following any incident or accident, there needs to be some level of investigation to determine why it occurred. This responsibility typically falls to the SMS manager; however, given the small size of staff, it might be appropriate and efficient to train and assign this function to all the Operations team members. There are several root-cause analysis tools in use in the industry, each with advantages and disadvantages. The BRAA should determine which analysis tool best fits the Airport's operation.	Medium
Safety Assurance	Establish data sources to collect KPI information	The BRAA needs to establish which data sources are best to collect the KPI information. These sources need to be reliable and consistent. The person(s) responsible for providing this data needs to be assigned and given the direction to provide the data on a recurring and appropriate basis.	Medium
Safety Assurance	Establish KPI analysis processes and procedures	The BRAA needs to establish a process for the analysis of the KPI data. The process should reflect a specific time period, number of operations, or other appropriate reference to provide context. An example includes: five bird strikes in one month, as opposed to seven the month prior; then analyze and report why the difference occurred, if appropriate.	Medium

Table 5-1 (3 of 3): Recommendations for BRAA Safety Management Systems Development

SMS COMPONENT	GAP	BRAA NEEDS	PRIORITY
Safety Assurance	Establish KPI reporting structure	The BRAA needs to establish a data-reporting structure for the results of the analyses. Examples include: report monthly during the Airport safety meetings any activities for the previous month; report quarterly to the accountable executive those KPIs that have been identified as most important; and report annually as the overall program is assessed for needed changes.	Medium
Safety Assurance	Establish SMS audit program	The BRAA needs to establish an overall SMS audit program that should be included in the SRM component. The audit program needs to be conducted at least annually with the intent of verifying that the program is being utilized effectively (everyone is doing what they are supposed to be doing) and the program is being tracked and managed effectively. The audit function itself can be conducted by an objective third-party; however, it might be conducted by internal staff if objectivity can be assured.	Low
Safety Promotion	Establish a training and orientation program	The BRAA needs to establish two fundamental programs for SMS. The first is a detailed training program for internal staff. It should include hazard identification, root-cause analysis, data analysis, and SRM practitioner. The second program is orientation for stakeholders and tenants and should include what a hazard is and how to report it, what the expectations are for safety and the need to report, and expectations for participation in the BRAA SMS. NOTE: the two FBOs have established SMS programs and will be a good resource for this component. Also, the ATCT operator utilizes the FAA ATO SMS processes and procedures, which will also be a good resource.	High
Safety Promotion	Establish a promotion program	The BRAA should establish a safety promotion program that reflects the aspects of the SMS program where it touches staff, stakeholders, and tenants. The program could be branded as the BRAA "Safety Program." Examples include: posters, specific letterhead, newsletters, and emails that are specific to the safety efforts at BCT.	Medium

NOTES:

SMS – Safety Management Systems

FBO – Fixed-Base Operator

SRM – Safety Risk Management

ATCT – Air Traffic Control Tower

KPI – Key Performance Indicator

ATO – Air Traffic organization

SOURCE: Faith Group, LLC, October 2017.

PREPARED BY: Ricondo & Associates, Inc., October 2017.

5.2 SMS Roadmap and Next Steps

5.2.1 SMS ROADMAP

During the presentations of findings meeting held in October of 2017, BRAA staff indicated their desire to implement an SMS at the airport regardless of the outcome of the ongoing SNPRM. The staff also indicated

they would like to develop the SMS through internal efforts of staff members to the greatest extent possible. Based on this information the Ricondo Team has developed a roadmap, shown in **Exhibit 5-1**, detailing the major short, mid, and long-term steps for SMS implementation at BCT. Also shown is the relationship between the ongoing SNPRM process and the SMS implementation process.

5.2.2 NEXT STEPS

The next steps for BRAA is to follow the recommendations presented in Table 5-1 using the roadmap presented in Exhibit 5-1. The process begins by assigning a staff member who will be responsible for the development of the SMS and to lead other staff members through the process. Once this person is assigned, authority must be formally documented in the organization chart of the airport.

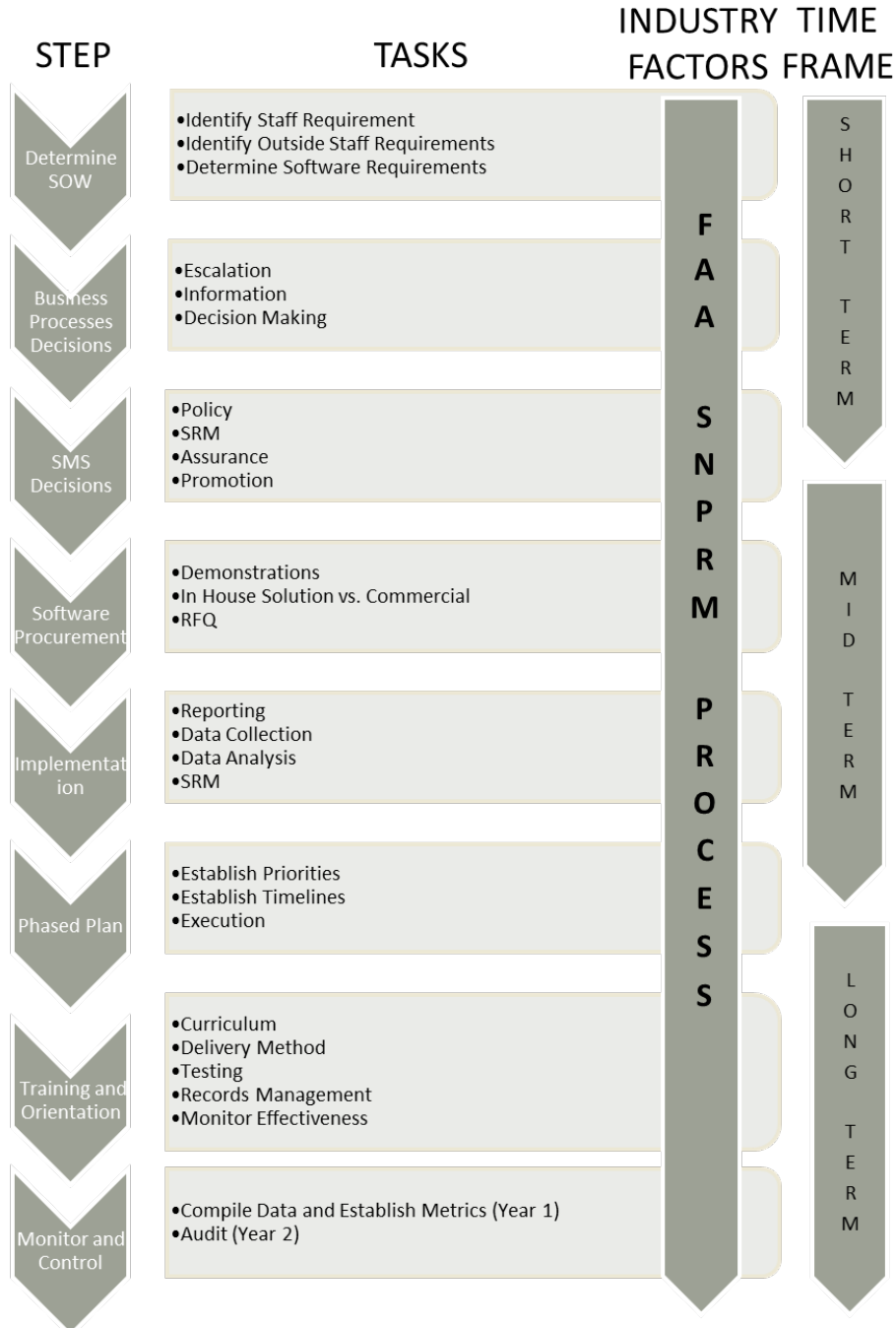
The short-term steps involve developing a statement of work and determining the level of effort required, establishment of an SMS document, definition of the business processes at the airport, and beginning the SMS development process including decisions related to policy, SRM, assurance, and promotion. This also includes determining what can be reasonably accomplished with existing staff resources and what is needed from outside resources. Based on the time spent with existing staff, the Ricondo Team is confident that the current staff can accomplish many of these tasks and the Table 5-1 items related to policy. Efforts related to the establishment SRM, assurance, and promotion, may require outside assistance. If it is decided that these tasks will be completed by existing staff members, SMS training is recommended for the leaders of the effort.

Starting the development of an SMS is often a challenging step. As a means of facilitating this process, **Appendix C** provides an outline of an SMS document by component and provides an example from similarly sized airports in the US.

The mid-term steps include the acquisition of SMS software, and a phased implementation of the SMS program. Efforts in the short-term time frame will drive these steps. Software requirements should be developed based on defined and documented business processes, future software to be implemented at BCT, and through vendor information and demonstrations. Implementation will involve the data collection, identification of hazards, and SRM analysis. Hazard identification and SRM analysis are the most critical steps in the process. Existing staff can and should begin the process and assess whether outside help is needed or not. Most airports do engage outside consultants to assist with these steps. These steps could be accomplished internally by leaders who have been trained in SMS.

Long-term steps include training and orientation, and monitoring and controlling performance. These steps are associated with the safety assurance and safety promotion components of an SMS. Assuming the leaders of this effort have been trained in SMS, they can establish curriculum and train the remaining staff. However, training is available from multiple outside vendors. Funding the training will likely be more challenging. Monitoring and controlling the SMS involves compiling data, establishing performance metrics, undertaking a compliance analysis, and completing audits. This should be completed once the SMS is implemented. If software is procured, it may provide a great resource to assist in these tasks.

Exhibit 5-1: SMS Roadmap for BCT



SOURCE: Ricondo & Associates, Inc., Faith Group, LLC, October 2017.
 PREPARED BY: Ricondo & Associates, Inc., October 2017.

Appendix A
Gap Analysis Questionnaire

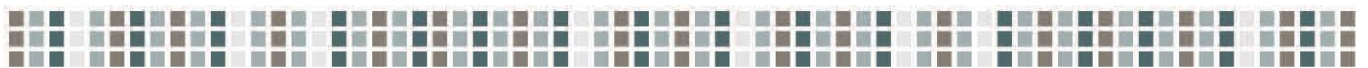


Exhibit A-1: Gap Analysis Questionnaire

Questions	Position / Name	Date and Time	Comments
1. Tell me what you know about SMS.			
2. What's your perception of safety and how it should be managed?			
3. How do you feel the airport's (BRAA) is performing when it comes to safety?			
4. How do you feel the tenants and airlines are performing?			
5. Name three things that you would want track, on a regular basis, that will let you know how BRAA is performing when it comes to safety.			
6. If you had a magic wand, what would you make appear to address safety at BCT?			
7. How are safety matters communicated among BRAA?			
8. How are safety matters communicated among the operators and tenants?			
9. If you had a magic wand, what would you make disappear to address safety at BCT?			

SOURCE: Faith Group LLC, May 2017.

PREPARED BY: Ricondo and Associates, Inc., October 2017.

Appendix B

FAA Office of Airports (ARP) Risk Matrix and Definitions

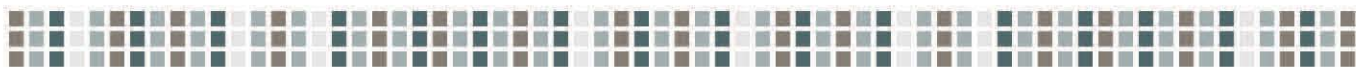


Exhibit B-1: FAA Risk Matrix

Risk Matrix

Severity \ Likelihood	Minimal 5	Minor 4	Major 3	Hazardous 2	Catastrophic 1
Frequent A	Low Risk	Medium Risk	Medium Risk	High Risk	High Risk
Probable B	Low Risk	Medium Risk	Medium Risk	High Risk	High Risk
Remote C	Low Risk	Low Risk	Medium Risk	High Risk	High Risk
Extremely Remote D	Low Risk	Low Risk	Low Risk	Medium Risk	High Risk
Extremely Improbable E	Low Risk	Low Risk	Low Risk	Low Risk	High Risk

* Unacceptable with Single Point and/or Common Cause Failures

High Risk
Medium Risk
Low Risk

High Risk – High risk is unacceptable within the ARP SMS. If a hazard presents a high-initial risk, the proposal cannot be carried out unless hazards are further mitigated so risk is reduced to medium or low level and the ARP Safety Review Board recommends that ARP-1 approve the mitigations. Tracking and management of high-risk hazards and controls are required.

Medium Risk – Medium risk is acceptable within the ARP SMS. A medium risk is the minimum acceptable safety objective. With medium risk, the proposal may be carried out as long as the risk is tracked and managed.

Low Risk – Within the ARP SMS, low risk is the target. Low risk is acceptable without restriction. Low-risk hazards do not need to be actively managed but must be recorded in the SRM documentation.

SOURCE: Federal Aviation Administration ARP SMS Desk Reference, V 1.0, June 1, 2011.
 PREPARED BY: Ricondo & Associates, Inc., October 2017.

Exhibit B-2: FAA Hazard Severity Classification

Effect On:	Minimal 5	Minor 4	Major 3	Hazardous 2	Catastrophic 1
ATC Services	-Conditions Resulting in a minimal reduction in ATC services, or -A loss of separation resulting in a Category D Runway Incursion (RI), or -An Operational Deviation (OD), or -A Proximity Event (PE)	-Conditions resulting on a slight reduction in ATC services, or -A loss of separation resulting on a Category C RI, or Operational Error (OE)	-Conditions resulting in a partial loss of ATC services, or -A loss of separation resulting in Category B RI or OE	-Conditions resulting in a total loss of ATC services (ATC Zero), or -A loss of separation resulting in a Category A RI or OE	Conditions resulting in a collision between aircraft, obstacles or terrain
Flight Crew	-Flight crew receives TCAS Traffic Advisory informing of nearby traffic or, -Pilot Deviation (PD) where loss of airborne separation falls within the same parameters of a Category D OE or PE, or -Minimal effect on operation of aircraft	-Potential for PD due to TCAS Preventive Resolution Advisory (PRA) advising crew not to deviate from present vertical profile, or -PD where loss of airborne separation falls within the same parameters of a Category C OE, or -A reduction of functional capability of aircraft but does not impact overall safety (e.g. normal procedures per AFM)	-PD due to response to TCAS Corrective Resolution Advisory (CRA) issued advising crew to take vertical action to avoid developing conflict with traffic, or -PD where loss of airborne separation falls within the same parameters of a Category B OE, or -Reduction in safety margin or functional capability of the aircraft requiring crew to follow abnormal procedures per AFM	-Near mid-air collision (NMAC) results due to proximity of less than 500 feet from another aircraft or a report filed by pilot or flight crew member that a collision hazard existed between two or more aircraft; or -Reduction of safety margin and functional capability of the aircraft requiring crew to follow emergency procedures as per AFM.	-Conditions resulting in a mid-air collision (MAC) or impact with obstacle or terrain resulting in hull loss, multiple fatalities, or fatal injury
Flying Public	Minimal injury or discomfort to passenger(s)	-Physical discomfort to passenger(s) (e.g. extreme braking action; clear air turbulence causing unexpected movement of aircraft causing injuries to one or two passengers out of their seats) -Minor injury to greater than zero to less or equal to 10% of passengers	-Physical distress on passengers (e.g. abrupt evasive action; severe turbulence causing unexpected aircraft movements), or -Minor injury to greater than 10% of passengers	Serious injury to passenger(s)	Fatalities or fatal injury to passenger(s)
Airport	No damage to aircraft but minimal injury or discomfort of little consequence to passenger(s) or workers	-Minimal damage to aircraft, or -Minor injury to passengers, or -Minimal unplanned airport operations limitations (i.e. taxiway closure), or -Minor incident involving the use of airport emergency procedures	-Major damage to aircraft and/or minor injury to passenger(s)/worker(s), or -Major unplanned disruption to airport operations, or -Serious incident, or -Reduction on the airport's ability to deal with adverse conditions	-Severe damage to aircraft and/or serious injury to passenger(s)/worker(s); or -Complete unplanned airport closure, or -Major unplanned operations limitations (i.e., runway closure), or -Major airport damage to equipment and facilities	-Complete loss of aircraft and/or facilities or fatal injury in passenger(s)/worker(s); or -Complete unplanned airport closure and destruction of critical facilities; or -Airport facilities and equipment destroyed

SOURCE: FAA ARP SMS Desk Reference, V 1.0, June 1, 2011.
 PREPARED BY: Ricondo & Associates, Inc., October 2017.

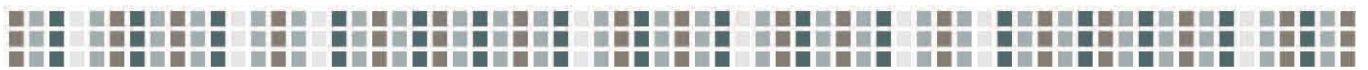
Exhibit B-3: FAA Likelihood Definitions

	NAS System & ATC Operational	NAS Systems		ATC Operational		Flight Procedures	Airports
		Individual Item/System	ATC Service/NAS Level System	Per Facility	NAS-Wide		Airport Specific
Frequent A	Probability of occurrence per operation/operational hour is equal to or greater than 1×10^{-3}	Expected to occur about once every 3 months for an item	Continuously experienced in the system	Expected to occur more than once per week	Expected to occur more than every 1-2 days	Probability of occurrence per operation/operational hour is equal to or greater than 1×10^{-5}	Expected to occur more than once per week or every 2500 departures, whichever occurs sooner
Probable B	Probability of occurrence per operation/operational hour is equal to or greater than 1×10^{-5}	Expected to occur about once per year for an item	Expected to occur frequently in the system	Expected to occur about once every month	Expected to occur about several times per month		Expected to occur about once every month or 250,000 departures, whichever occurs sooner
Remote C	Probability of occurrence per operation/operational hour is less than or equal to 1×10^{-7} but equal to or greater than 1×10^{-7}	Expected to occur several times during the life cycle of an item	Expected to occur numerous times in a system's life cycle	Expected to occur about once every year	Expected to occur about once every 3 years	Probability of occurrence per operation/operational hour is less than or equal to 1×10^{-5} , but equal to or greater than 1×10^{-7}	Expected to occur about once every year or 2.5 million departures, whichever occurs sooner
Extremely Remote D	Probability of occurrence per operation/operational hour is less than or equal to 1×10^{-7} but equal to or greater than 1×10^{-9}	Unlikely to occur, but possible in an item's life cycle	Expected to occur several times in a system's life cycle	Expected to occur once every 10-100 years	Expected to occur about once every 3 years	Probability of occurrence per operation/operational hour is less than or equal to 1×10^{-7} but equal to or greater than 1×10^{-9}	Expected to occur once every 10-100 years or 25 million departures, whichever occurs sooner
Extremely Improbable E	Probability of occurrence per operation/operational hour is less than 1×10^{-9}	So unlikely that it can be assumed that it will not occur in an item's life cycle	Unlikely to occur, but it is possible in system life cycle	Expected to occur less than every 100 years	Expected to occur less than every 30 years	Probability of occurrence per operation/operational hour is less than 1×10^{-9}	Expected to occur less than every 100 years

SOURCE: FAA ARP SMS Desk Reference, V 1.0, June 1, 2011.
 PREPARED BY: Ricondo & Associates, Inc., October 2017.

Appendix C

Safety Management System Outline and Example



SECTION 1 – Safety Policy and Objectives

1.1 Safety Policy

As adopted by the Boca Raton Airport Authority (BRAA) on Month, Day, and Year:

The Boca Raton Airport Authority (Airport Authority) is committed to the implementation of a Safety Management System (SMS) that enables its management, employees, aircraft operators, tenants, and other business partners to operate in a safe environment. Safety is among the Airport Authority's highest priorities. The Airport Authority is dedicated to creating an environment that minimizes exposure to hazards and risks, expects continuous safety improvement, and encourages reporting of any safety related situation, incident or accident.

Note: Reference Table 5-1.

The leadership of the Boca Raton Airport (BCT) will provide the necessary policy direction, resources and environment to enable the implementation of a successful SMS. The employees of the Airport Authority will implement the SMS in partnership with the aircraft operators, tenants and other business partners at BCT.

1.2 Safety Goals

BRAA SMS goals include the protection of life and assets, the reduction in lost time accidents and injuries, reducing wildlife impacts, and improvement to the efficient movement of aircraft and commerce at BCT.

1.3 Safety Responsibilities

1.3.1 Accountable Executive: The Executive Director of the Airport Authority is the Accountable Executive for SMS implementation and success at BCT. The Executive Director will ensure that the necessary assets and financial support are available for successful SMS implementation and continuous safety improvement. The Executive Director will determine when safety risk management decisions need to be elevated in the management hierarchy and provide needed policy direction and/or clarification when appropriate.

1.3.2 Safety manager: The Operations Manager (or Coordinator) is the designated safety manager for the Airport Authority. The safety manager is responsible to implement and facilitate the SMS for BCT. The safety manager will organize and chair the safety committee. In addition, the safety manager will communicate directly with all employees, aircraft operators, tenants, and business partners. The safety manager will:

- 1) ensure the communication, training, and continuous improvement programs are in place and successful;

- 2) track key targets, generate reports, analyze data, and make recommendations to the Executive Director for policy guidance; and
- 3) evaluate issues that require a higher level of safety risk management applied to them and bring the issues to the attention of the Executive Director.

The Operations Coordinator who reports to the safety manager and is responsible for day to day regulatory compliance will assist the safety manager as assigned. The safety manager may designate the Operations Coordinator to assist with and conduct SMS duties as described herein. This person(s) will be known as the safety manager's designee and will be responsible to carry out SMS duties and responsibilities as delegated by the safety manager and approved by the Executive Director.

1.3.3 Safety Committee: The safety committee is chaired by the safety manager and comprised of members from the BCT tenants, FAA, Transportation Security Administration (TSA), the FBOs, flight schools, and the Boca Raton police and fire departments. The safety committee meets **XXX** times per year prior to the monthly airport issues meetings. The safety committee is charged with the following responsibilities:

Note: BCT will need to define the safety committee and set regularly meeting dates.

- Review all incidents and accidents that took place on the airport for the previous month. See section **X.X.X**.
- Review the results of all safety audits. The committee will recommend actions beyond (if appropriate) the normal response to safety items found during the audits.
- Review any decisions and or deliverables made/promised during the previous month's airport safety meeting. The safety committee is charged with ensuring that decisions and or deliverables are followed through on in a timely manner.
- Conduct a Safety Risk Analysis (SRA) (See sections **X.X and X.X**) on matters deemed appropriate by the safety manager, or directed by the Executive Director, or brought to the committee by any member organization of the monthly airport information meeting (to be defined by BCT).
- Discuss policy and strategic issues, and make recommendations to the Executive Director.

The function of the safety committee is to ensure communication, processes, and procedures are followed. The committee shall act as a conduit for information and as subject matter experts in the area of safety.

1.3.4 Objectives, methods, and actions: The Airport Authority's objective is continuous improvement in safety through a proactive **safety-first** culture. The Airport Authority will accomplish this by the following methods or actions:

1. Provide clear guidance for responsibilities and accountability for safety.
2. Provide the tools necessary for success of the SMS.
3. Meet or exceed all applicable regulations.
4. Encourage the participation of all BCT employees. This includes Airport Authority staff, aircraft operators, tenants, and business partners.
5. Provide clear communication channels for all BRAA employees.
6. Promote safety as the airport's number one priority.
7. Monitor and measure progress towards specific safety targets. Manage those results, always striving for continuous improvement.

Note: The above represents an initial list to establish an SMS. A follow-on list with specific operational objectives to be developed and added as SMS is implemented.

SECTION 2 – Safety Risk Management Plan

2.1 Definition and Description

Safety Risk Management (SRM) is a formal process within the SMS composed of describing the system, identifying the hazards, assessing the risk, analyzing the risk, and controlling the risk. SRM includes the Safety Risk Assessment (SRA) which is the process of using data and subject matter expertise to assess the hazardous conditions and risk(s) associated with a system, component of a system, or a proposed change to the system. The SRA process documents the system, hazards, risks, risk assessment, mitigations of those risks and the means by which the mitigations will be monitored to ensure effectiveness. Mitigations of risk(s) may include such things as avoiding the risk all together, changing the operation, tracking results and/or key performance indicators, and analyzing the trends.

The SRA process is intended to be part of the normal work process for BCT. It should provide direction and a process to ensure continued safety improvement of the BCT operation. If at any time during the SRA process it becomes unproductive, direction and consultation should be sought from the safety manager. SRM is not an exact science. Only through operational and practical experience of the people involved in the process will SRA yield a safer operation. All participants in the SRA process are encouraged to use their best judgment and all available, useful data.

2.2 When SRA will be applied

SRA will be applied under the following conditions or situations:

Note: These items describe what may trigger an SRA. Additional items may be added based on conditions at BCT.

1. When a major change is anticipated for facilities associated with **XXX** or other facilities included in the BCT SMS. This includes but is not limited to:
 - Construction and or heavy maintenance activities that require an operational impact
 - Introduction of a new tenant or aircraft operator
 - Anytime a new hazard is knowingly introduced into the system
 - Anytime an accident or incident occurs that the post investigation determines could have been avoided.
2. When there is a change in the operation and or major equipment of the airport, either in the form of how the airport organization is structured or in the event that a policy or regulation change is anticipated.
3. When trends in safety measurements or Key Performance Indicators (KPIs) are outside the acceptable limits set by the safety manager and Executive Director. An example might be an unusual spike in the number of bird strikes that occur over a designated period of time, as determined appropriate by the safety manager.
4. When management believes there is a need to analyze part of the operation. SRA can be used for any part of the operation and is not limited to the defined SMS areas of this document.

SRA is the process used to analyze risk and determine the best mitigation of that risk to lessen its severity and or likelihood. SRA will only be as good as the information put into the process and the diligence with which the management of BCT follow up on the findings, and decisions coming from the SRA process.

2.3 Initiation of SRA

The following processes need to be put into action when one of the criteria listed above is met:

The member of the Airport Authority who ultimately is the “owner” of the issue needs to organize the SRA. The “owner” of the issue must be a supervisor or manager and have responsibility for the area that is affected by the condition change or system to be assessed.

The “owner” of the issue should assemble the appropriate stakeholders for at least one meeting. The stakeholders who attend this meeting are called the panel participants. The SRA panel provides the information and makes the decisions for the SRA process. The panel should have sufficient operations expertise, safety experience, and training to adequately conduct the assessment.

The meeting should include parties affected by the change or those who have direct control over all or a part of the system that is to be assessed. Individuals who will be affected but do not have direct control might also be invited to participate. This decision will be left to the professional judgment of the Airport Authority member who is organizing the assessment. Should questions arise about who should participate then the safety manager will make the final determination.

Steps for the Development of an SRA.

2.4 Overview

All the panel participants should participate fully in the process. A detailed SRA process is contained in Appendix XXX. The detailed process provides direction, processes, and procedures for SRA. A macro level six-step approach to hazard and risk identification is contained in this section:

2.4.1 Step One - Describe the System: The panel participants should first identify and describe the system currently in place, evaluating whether it is adequate to address the proposed action without further mitigation. It is important that the complete process be followed to ensure that hazards and their associated risks are mitigated properly. Things such as FAA Air Traffic Control Tower (ATCT) radio communications, airfield signage, training, vehicle markings, are all examples of mitigation of risks that are already in place within the system on the airfield. Refer to the FAA ARP SMS Desk Reference guide for the 5 “M” model and how to apply it to defining the system.

Note: Establishing risk tolerance is included as part of this step. Using the standard matrix in Appendix B is recommended for the initial draft.

2.4.2 Step Two - Identify the Hazards: According to AC 150/5200-37 (and subsequent updates) the hazard identification stage should consider all possible sources of system failure. All hazards identified by the panel should be documented. Hazards could include but are not limited to equipment, operating environment, human element, operational procedures, maintenance procedures, weather, and external services (third party activities). Each hazard should be well documented by the group in preparation for Step Three.

2.4.3 Step Three - Analyze the Risks: Each hazard has associated risk that should be identified and documented. Risk definition is simplified by answering the question: What can happen; what are the consequences of this hazard? Examples of risks relating to activities on the airfield might be that a vehicle runs into a parked aircraft; an aircraft

leaves the pavement and damages the landing gear; a vehicle impacts a landing aircraft that is on the runway. Each risk should be well documented by the group in preparation for Step Four.

2.4.4 Step Four - Assess the Risk(s)

2.4.4.1 Severity: The severity of the risk should be measured using the BCT Risk Assessment Matrix attached in Appendix **XXX**.

The severity should be determined by the worst credible outcome. The severity should NOT take into consideration the likelihood, and vice versa. The likelihood and severity of risks are to be determined independent of one another. Definitions for the BCT risk assessment matrix contained in Appendix **XXX** with the detailed SRA process.

2.4.4.2 Likelihood: The likelihood of the risk occurring should be measured using the Risk Assessment Matrix contained in Appendix **XXX**.

The likelihood of a risk should be determined by the experience and judgment of those participating in the process. NOTE: Over time, quantitative data gathered through measuring and monitoring should be used to determine likelihood.

2.4.4.3 Determination - After the panel has determined the severity and likelihood of a risk using the risk assessment matrix, a determination can be made as to whether the risk should be mitigated, monitored or require no action.

Any risk that falls in the high-risk category as indicated on the risk assessment matrix must be mitigated to at least a medium risk.

Any risk, without mitigation, that falls in the medium category as indicated on the risk assessment matrix should be analyzed to see if the risk can be reduced to a low risk. *All risks should be mitigated to the lowest risk as reasonably practical.*

2.4.6 Step Five - Mitigation of Risks: Tracking, measuring and monitoring should be consistent with Section 3, Safety Assurance, of this SMS Manual. Mitigation or treatment of a risk is necessary when it is determined to have a high or medium risk level. The risk must be mitigated to reduce the intrinsic risk to at least a medium level with monitoring and management, to a low risk, or eliminated altogether. Risk initially identified as medium might be reduced to low or eliminated altogether. This is important for the participants to understand and follow through on. Although a medium risk is acceptable by definition, opportunities to lessen or eliminate the risk and improve the safety of the operation should be pursued.

Guidelines to follow for mitigation:

- All risk should be reduced to the lowest possible risk level through whatever means the group determines as reasonable.
- Forms of mitigation might include operational changes, improved communications, physical barriers, training, education, or avoidance (not allowing the change or action to take place). Avoidance might be determined for those risks that are a high-risk category and for which mitigation is determined to be too costly or impractical.
- The panel participants should completely describe the mitigation to be used, the amount of time the mitigation measure will be in place, the costs (if any) associated with the mitigation, the tracking mechanism that is or will be put in place to monitor the risk and its mitigation, and the person(s) responsible to see that the mitigation is carried out. It is important to monitor and track the mitigation and treatment of risk to determine the success of the mitigation.

2.4.7 Step Six Mitigation Monitoring and Tracking: The monitoring and tracking of mitigation should also be included in the reporting process described in Section 3, Safety Assurance, of this SMS Manual. The Executive Director and safety manager for the Airport Authority must be kept informed of the mitigation progress and results.

Examples of monitoring might be:

- If additional markings and signage are placed in the Aircraft Operation Area (AOA) and at an airfield perimeter roadway intersection in order to lessen the likelihood of a vehicle incursion. Tracking the number of vehicle incursions and deviations or interviewing users of the roadway for their impressions of the mitigation are examples of monitoring the effectiveness. The goal is to have zero incursions.
- Checking the markings and signage once during each operational shift to ensure they are visible and serving their purpose is a form of monitoring.
- KPI reporting and analysis is a form of monitoring. KPI analysis should be conducted as a minimum for any mitigation method. KPIs are discussed in more detail later in Section 3, Safety Assurance.

Along with the detailed process for a SRA, an example of a completed SRA is contained in Appendix [XXX](#).

SECTION 3 – Safety Assurance Plan

3.1 Definition and Description

The Safety Assurance Plan (SAP) process and function is a critical part of the SMS. The SAP is the process by which the Airport Authority will audit safety, track safety performance indicators, communicate with staff, review performance, and provide a non-punitive reporting system. The plan is intended to grow and change as the airport and activity grows and changes. It is intended to be inclusive and representative of the current operation at BCT and should be applied consistently throughout the Airport Authority.

3.2 Audit Functions

Audit functions are those practices that Airport Authority management and staff use to determine how well the safety program is functioning. This is a critical part of the continuous improvement effort of SMS. Safety audits include physical inspections of facilities, review of records and files, testing or interviewing personnel, and observation of activities.

3.2.1 Airfield Inspections: Many of the inspection functions are contained in the **XXXX** Standard Operating Procedures (SOPs). The **XXX** SOPs includes airfield inspections, fuel farm inspections, fuel truck inspections, and the airport self-inspection program. These processes are considered part of the SMS and will be promulgated from time to time as the Airport Authority and the FAA agree appropriate. In addition to meeting the **XXX** SOP requirements contained in the SOP documentation the following audits/inspections are to be conducted by BCT management and staff and are included in the SMS:

Note: BCT will need to identify or define SOPs and incorporate them into this section.

3.2.2 Ramp inspection: At least once per shift (three times daily) the general aviation ramps will be inspected by Airport Authority operations personnel. Specifically, the operations personal will look for and note all common safety items consistent with those looked at in the movement areas, i.e., markings, pavement condition, pavement edges, lighting, and signage. In addition to this they will look for and note any aircraft operator or tenant support agencies that are not complying with common safety practices or safety regulations as published by the Airport Authority. Any new equipment, gate use, or other changes are also to be noted and reported through the BCT **XXX** reporting process. Any issues that need to be discussed with the tenants or their business partners will be dealt with in the **XXX** safety meetings as described in Section 1. Any issue deemed unsafe by operations or safety personnel should be dealt with immediately. A detailed ramp inspection checklist is contained in **Appendix XXX**. The ramp inspection program is contained in **Appendix XXX** along with the FOD program.

Note: The FOD program should be added to the appendix. If one does not exist, it should be defined. Examples can be provided.

3.2.3 Monthly safety inspections/audits:

Once a month, at a time and date set by the airport safety manager, a physical safety inspection will be conducted for a specific area of the operation. The safety inspection team will include no less than four individuals: two management and two supervisory staff. The inspection team may also include members of other organizations on the airfield as agreed between the management team. The inspection/audit will include the safety manager, a supervisor from one of the operational or safety related functions of the airport, a supervisor from one of the administrative functions of the airport, and a member of senior management. This team will assemble and conduct a walk-through audit of one area of the airport. The area can be any function of the airport as deemed appropriate by the airport safety manager.

Note: This section may not be applicable to BCT. However, it serves as an example of what could be included in the SMS.

Examples: The parking lots would be considered one area. The ticketing lobby area and baggage claim area might be considered another.

The areas inspected/audited each month are to be alternated between public areas and non-public operational areas of the airport. An operational area of the airport might be the vehicle maintenance garage. The team will walk the area, document any safety concerns or questions, and provide the documentation to the safety manager for action. The safety manager will log the findings of each monthly audit, place a level of importance on each item found, and transmit the findings to the appropriate department for resolution. Example: A torn piece of carpet in the ticketing lobby area that could become a trip hazard would be brought to the attention of the maintenance staff for resolution, and it would have a high priority because it is located in the public area. The audit form and the level of priority of the findings are contained in **Appendix XXX**.

The safety manager will report the findings of the past month's inspection/audit and the status or resolution of the findings to the Executive Director once a month during one of the management staff meetings. Any finding that requires executive approval, such as funding needs or an operational change, will be brought to the Executive Director's attention as soon as is practical.

3.2.4 Daily safety inspections: Airport Authority supervisors should conduct a daily safety inspection of his or her functional area(s). This inspection does not need to be documented. However, any safety concerns should be dealt with by that supervisor as soon as is practical based on their judgment of the situation. If the situation requires additional resources outside of the supervisor's control then a report to the hazard reporting system must be completed. See Section 3.4.4.2. Example: An administrative supervisor should take note of the office environment on a daily basis. During one day's inspection the supervisor notices an electrical extension cord lying across a heavily trafficked area. The supervisor determines this to be a trip hazard and investigates to see if the cord can be removed. If the cord cannot be removed, the supervisor should ensure that it is taped down properly to prevent a trip hazard from occurring. In this case the supervisor performed a quick SRA. The hazard is the cord, the risk is someone tripping, and the mitigation is taping it down. A vehicle garage supervisor might experience a similar situation.

It is important for those individuals who are responsible for the operation of the airport to take a moment each day to assess the safety of their working environment. This is important for their safety and the safety of those they supervise.

3.2.5 Post incident or accident investigation and reporting: There are different forms for incident and accident investigation currently in use at BCT. Each form is the result of a regulatory requirement. The airport safety department will respond to medical runs, fire alarms, fires, aircraft emergencies, vehicle accidents, fuel spills, etc. The BCT safety manager will provide a report based on the type of response required. In some cases the operations department will also prepare a standardized form for incidents or accidents they respond to. These will be promulgated from time to time by BCT staff as appropriate.

In addition to the safety manager and operations department's investigation and reporting, incidents and accidents involving Airport Authority employees should be investigated and documented according to the practices and procedures required by Occupational Safety and Health Administration (OSHA).

3.2.6 Reporting results of investigations: The safety manager is responsible to report the results of each incident or accident investigation. The safety manager reports incident and accident investigations during the monthly staff meeting with the Executive Director. If any additional costs are involved with proposed operational change as a result of the investigation, they should be brought to the Executive Director's attention at this time.

The same actions should be taken for passenger and tenant incidents or accidents. It is important to document and report incidents even if no actions are taken after the investigation so that trends can be tracked and action can be taken when and if appropriate.

3.2.7 FOD program and inspection: The Airport Authority has a Foreign Object Debris (Damage) (FOD) program in place. FOD costs the airline industry millions of dollars each year in repair costs and delays. The Airport Authority has placed a priority on continuous safety improvement and prevention of FOD. The Airport Authority's complete FOD program and inspection checklist is contained in **Appendix XXX**.

3.3 Safety Key Performance Indicators (KPIs)

The Airport Authority intends to ensure that safety is monitored and tracked appropriately.

3.3.1 Airfield KPIs: All airfield inspection activities and documentation will remain consistent with the BCT SOPs. The results of those inspections and reconciliation of items or issues that are noted during the inspections are to be reported in the management staff meetings with the Executive Director by way of a **XXX** report. Airfield inspection KPI will be documented and analyzed for any negative trends. This process will need to consider a minimum of at least one full year of data.

3.3.2 Non Airfield KPIs: The safety manager is responsible for the monthly operations report. The presentation of the report to the Executive Director will be provided by the Manager of Operations.

Non airfield safety performance indicators include, but are not limited to:

- Airport Authority staff medical runs
- OSHA reportable incidents or accidents for Airport Authority staff
- Transient aircraft passenger/pilot medical runs
- Tenant medical runs
- Vehicle accidents (both land and air side of the operation)
- Equipment damage reports

The safety manager should be made aware of all occasions when one of these incidents or accidents occurs. The safety manager will ensure that the appropriate supervisor for the area where the incident or accident occurred investigated the incident or accident and determined the cause. The incident or accident report will also be reviewed by the airport safety committee. The supervisor for the area involved should also determine if the incident or accident could have been avoided and, if so, what corrective action(s) is needed to lessen the likelihood of the incident or accident happening again.

3.3.3 Adding or removing individual KPI: An annual total of the individual KPI(s) will be presented to the Executive Director. This will occur during a management staff meeting held after the first of each year. As more historical data becomes available, comparisons and adjustments to the reports and KPIs should be made as needed. Changes may only be made by the Executive Director following a review and documented request from the safety manager. The documented request must justify the need for the requested change.

3.4 Communication with Staff and Stakeholders

3.4.1 Management staff meetings: The management staff meeting is comprised of all managers and supervisors. This group meets with the Executive Director on a **XXXX** basis. The Executive Director chairs the meetings and is responsible to ensure the safety items are on the agenda are discussed thoroughly.

3.4.1.1 Recurring items: Operations reports: As discussed earlier in this section, operations reports will be presented to the Executive Director on a monthly basis through one of the management staff meetings.

SRA actions: Any SRA action that has been elevated to the safety manager should be reported to the Executive Director during the management staff meetings.

Airport safety meeting actions: Any actions, projects or analysis conducted during the airport safety meetings should be reported to the Executive Director during the management staff meetings.

Strategic or Policy issues: Time should be allotted for discussion of any long term safety policy strategic or policy discussions. This should occur when the safety manager and the Executive Director deem appropriate.

3.4.1.2 Management communication with front line staff: Following the management staff meetings it is the responsibility of the department manager or the supervisor attending the staff meeting to communicate the appropriate safety information to their staff. This can be accomplished during daily shift work briefings or through a weekly department meeting or it can be a more formal briefing report prepared by the department manager, and provided to the staff. The method of communication is not as important as ensuring the communication occurs. Each individual department manager or supervisor should advise the safety manager what method of communication will be used and on what time frame. Additional staff safety communication is explained in Section 4, Safety Promotion, of this SMS Manual.

3.4.2 Stakeholder communication

3.4.2.1 Recurring monthly airport information meetings: Communication with stakeholders will take place during the **XXX** airport communications meetings. These meetings are facilitated by the safety manager and are specifically intended to discuss safety and operational issues on the airport. Attendance at these meetings is open and encouraged to include representatives from all business, tenants, and the FAA involved in the operation of BCT. The meeting will have recurring agenda items for safety.

Note: This section will need to be modified based on conditions at BCT.

3.4.2.2 Recurring items to be discussed: At a minimum: The agenda will include a report from the safety manager that will be a brief version of the monthly operations report.

There will be a standing agenda item for the GA and international ramps. This is intended to focus the air carriers and the FBOs that support them on safety items specific to the ramps. The results of the ramp inspections will be presented at this time. Any issues the Airport

Note: This section could be applicable to BCT International operations.

Authority staff has determined to require changes or analysis will be brought to this meeting and discussed.

There will also be a standing agenda item for terminal operations. This is intended to focus the commercial air carriers and terminal tenants on safety items in the terminal; baggage operations, ticket counters, deliveries of goods and services, entrances, and other items associated with the terminal will be discussed during this time. These areas may be broken out separately if more detail in any one particular area is needed.

There will be a safety status report agenda item. This is a report on any action items determined necessary by BCT. XXX The airport safety manager will document the discussion and track any actions items that come from the discussion. Action items that require follow up will be discussed as part of a safety status report at the following meeting.

3.4.2.3 Alternative methods of communication: The monthly AIM is not intended to replace daily communication between the Airport Authority staff, airlines and tenants. Daily communication is a function of the SOPs at the airport and may be done via face to face discussion, phone discussions, and email. Daily communication is critical in ensuring a “safety-first” culture for the BCT.

3.4.4 Non-punitive Reporting System

3.4.4.1 Purpose: The Airport Authority encourages everyone who is involved in the airport’s operation to report any and all safety concerns, hazardous conditions, and incidents or accidents; this includes any recommendations individuals may have for the operation. Many incidents and accidents can be avoided if a concern or idea about safety is reported before the incident or accident occurs. In many cases a more serious accident can be avoided if a less serious incident is reported in a timely fashion.

3.4.4.2 Methods of Reporting: The employees and management of the Airport Authority are encouraged to report and discuss safety concerns with their supervisors in all cases. If this can’t be accomplished in a timely manner, or if the employee feels uncomfortable about the situation, then the employee is encouraged to use the XXX method of reporting.

Non Airport Authority employees and management are encouraged to report safety concerns to a member of the airport operations team or a member of the airport’s safety team. If for any reason this is not possible or if the person feels uncomfortable doing so, then they are also encouraged to use the airport’s reporting tool.....XXXX

3.4.4.3 Actions following reporting: The safety manager or their designee will collect and review the reporting forms as appropriate and take appropriate action with the responsible department manager or airport stakeholder. The safety

manager will use the auto notification tools available through the XXX to assign investigation responsibility of a report and or follow up actions.

The Airport Authority emphasizes that the goal of the non-punitive XXX form is to improve safety on the airport property. The focus on improvement is a continuous effort by all stakeholders BCT. This effort is important to the success of the SMS and the safety of the staff, stakeholders, passengers, and customers of BCT. The reporting system outlined above is a non-punitive system. Self-reporting allows the Airport Authority to put a system in place whereby an individual may report incidents, accidents, concerns, and or suggestions without fear of punitive punishment. All individuals should feel comfortable that safety is among the highest priorities for BCT and punishment for incidents or accidents is secondary. If incidents or accidents go unreported, the individuals involved will be dealt with through the normal disciplinary action process as described in the personnel manual for the Airport Authority and the rules and regulations as appropriate for the incident or accident.

It is important to note however that willful and or egregious acts will not be tolerated even if they are reported through the non-punitive process. To this end, the Airport Authority will use discretion when it comes to reporting. If after reviewing the report the safety manager feels there was willful intent to break safety rules or regulations, or if the person involved intentionally appeared to be acting in a careless manner then appropriate steps may be taken to enforce disciplinary action(s).

3.5 Documentation Management and Control

3.5.1 Management: Overall safety documentation management is the responsibility of the safety manager. Individual department managers are responsible for department documentation as described in Section 4, Safety Promotion Plan, of this SMS Manual. The safety manager is responsible to ensure that all SMS documents are current and up to date. Any updates, additions or deletions to safety documents by an individual department head must be brought to the attention of the safety manager. Physically storing files, data, and records will be agreed upon by the safety manager and the department managers as appropriate.

3.5.2 Safety Risk Management (SRM): The last step in the SRA process is the documentation of the SRA, what was identified, and the decisions taken to mitigate risks. A list of the hazards, risks, risk assessment matrix categories, mitigation, monitoring, costs, and operational impacts should be prepared. This is a very important step to ensure that the SRA process was followed. Any actions and follow up meetings should also be well documented. The SRA documentation form is contained in Appendix XXX.

The results of the SRA should be incorporated into the safety management reporting structure described in greater detail earlier in this section. Through this reporting structure the results of all SRM meetings and decisions should be reported to the Executive Director. The Executive Director and the safety manager (if the safety

manager was not involved in the SRA meeting process) must be presented with the results.

3.5.3 Inspections/Audits: The safety manager is responsible for documentation control for the inspections/audits described in Section 3.2. The daily safety inspections do not need documentation. If the individual department managers or supervisors notice trends, habits or recurring specific incidents, then they should be documented and brought to the attention of the safety manager.

3.5.4 Key performance indicators: Section 3.3 describes the KPIs that are to be reported, tracked and monitored. The safety manager is ultimately responsible for ensuring that KPIs are presented in a concise and accurate format based on the reports as provided by the individual department managers. Documentation and presentation of the previous year's totals are also the responsibility of the safety manager. Additions or deletions of KPIs are the responsibility and result of Executive Director and safety manager concurrence.

3.5.5 Communication: The safety manager is responsible for ensuring that the communication outlined in section 3.4 and communication outlined in section 4.4 is occurring, and that the type of communication is documented. Reports, inspections and records that the safety manager is responsible for generating or causes to be generated must be maintained for an appropriate amount of time. Reports, inspections and records that are a regulatory requirement must be maintained in compliance with the applicable regulation, law, order, or guidance.

Documentation of verbal communication is not necessary except in the case of SRA (as decisions are made), safety committee meeting minutes, AIM, and monthly managers' meetings.

3.5.6 Training: Safety training records are to be maintained by the safety manager at the department level as described in section 4.2. The personnel department maintains all individual employee records including training. Individual department managers who have a training requirement are also required to maintain the records for their department in accordance with section 4.2.

3.5.7 Safety promotion: Refer to section 4.4 for documentation of the safety promotion activities. The safety manager is responsible for ensuring that this documentation occurs.

3.6 Annual Audit

3.6.1 Annual audit of the SMS program: The SMS program will be audited annually. The annual audit will address three components of the SMS. The audit will be conducted at a minimum of once per year and it will take place at a time in the year set by the Executive Director. The audit process will be as follows:

3.6.1.1 SRM: The Airport Authority will use an outside consulting firm or the Airport Authority's insurance provider to conduct and audit of all SRM and SRA documentation and personnel. This process will include interviews with Airport Authority staff who participated in SRAs as well as tenants and or airlines to ensure the process was in-fact followed. The outside firm will provide a summary report of any findings to the Executive Director.

Note: This section is applicable only if BCT decides to use an outside firm for audit. Otherwise the process will need to be defined internally.

3.6.1.2 Assurance: The Airport Authority will use an outside consulting firm or the Airport Authority's insurance provider to conduct and audit of all required Assurance documentation and personnel. This process will include interviews with Airport Authority staff that collect and provide KPI results, conducted inspections, and provide documentation. The outside firm will provide a summary report of any findings to the Executive Director.

3.6.1.3 Promotion: The Airport Authority will use an outside consulting firm or the Airport Authority's insurance provider to conduct and audit of all training and promotion documentation and personnel. This process will include interviews with Airport Authority staff who participated in training including tenants or airlines to ensure the process was in fact followed. The outside firm will provide a summary report of any findings to the Executive Director.

SECTION 4 – Safety Promotion Plan

4.1 Definition and Description

A critical part of the SMS is the Safety Promotion Plan (SPP) process and function. SPP is the process by which the Airport Authority trains, educates, communicates, and tests for safety competency among its staff.

Safety communication includes all methods that management uses to communicate with employees and stakeholders of the airport. Safety communication also includes seminars, workshops and other activities that promote safety.

4.2 Training's Six Aspects

Safety training includes six important aspects; they are:

1. Identification of training requirements
2. Measuring the effectiveness of training (safety competency)

3. Initial job-specific safety training
4. Recurring safety training
5. SMS orientation training
6. Human factors and organizational factors

4.2.1 Identification of training requirements: The Airport Authority has a training program in place that meets or exceeds FAA regulatory requirements, OSHA, and other applicable laws, regulations, and guidelines. The training processes and procedures put in place for regulatory compliance will remain in place and are included in this SMS by reference.

The safety manager is responsible for assisting all department heads in determining the safety training needs for each employee of the Airport Authority. Different positions require different training needs. The position of safety manager does not relieve individual department heads of their responsibility for job specific employee safety training or regulation compliance.

An example of needed training for SMS implementation is incident or accident investigation for all supervisors and managers. The requirement for post investigation of incidents and accidents places a need on the supervisors and managers to become proficient at investigating and reporting. This will be included in the training programs for those individuals.

All training requirements will be reviewed annually for improvement.

4.2.2 Measurements of effectiveness: The safety manager will determine the process for measuring the effectiveness of training. This will include at a minimum a review of the KPIs that are reported through the operations report to the Executive Director, the testing records that occur after training is administered, and the individual safety incident and accident reports. This is the minimum amount of data to be considered when determining the effectiveness of the training. Individual department heads should work with the safety manager if they feel the effectiveness of safety training can be improved.

4.2.3 Initial job-specific training: Job specific safety training is the responsibility of the individual department heads.

Individual employee safety training requirements will be determined by the individual department manager and safety manager (if required) through the following process to be reviewed at least annually:

- Review of individual job requirements as presented by the department manager. Positions of the Airport Authority may be grouped by job category, i.e.: police officers will receive a standard core of safety training. Individual police officers

may be required to receive additional training based on a specific function, but not less than the core training.

- Review of regulatory safety training requirements, OSHA requirements, and all other regulatory safety training efforts in place within the Airport Authority.
- Determine if any part(s) of the operation is going to change in the following year.
- Determine if any regulations are expected to change in the following year.

4.2.4 Recurring safety training needs: All regulatory recurring safety training requirements are included in this SMS by reference. Additional recurring safety training needs are determined by the safety manager and individual department managers by reviewing the following:

Review annually the past five years of accident and incident reports for all parts of the operation. This will include not only airfield activity but OSHA reportable accidents and incidents. It is important for trends to be established within the organization so that improvements can be made. If a department has had a track record of frequent incidents caused by one common human error that can be corrected during training, then adjustments might be necessary to the recurring training program for that department.

Review annually OSHA requirements and all other regulatory safety training efforts in place within the Airport Authority.

Review annually any other issues that are brought to the attention of the department manager or safety manager through the non-punitive reporting system or other methods.

4.2.5 Introduction/orientation to SMS: All new employees will receive an introduction to SMS. The safety manager will create, update and deliver the introduction to SMS. The program will include an overview of SMS at BCT; including policy and objectives, the non-punitive reporting system information, cultural philosophy, and an overview of the SRM process. This introduction does not relieve individual department managers from the responsibility of ensuring that the employees and supervisors in their departments operate in a safe and responsible manner, nor from the responsibility for providing more job specific safety training.

4.2.6 Human and Organizational Factors: The safety manager and the Executive Director are responsible for developing this piece of the training curriculum. It will be covered during initial safety training for all new employees. The human and organizational components of safety training will include information about the Airport Authority and its responsibilities when it comes to safety, including an emphasis on the Airport Authority's Safety Policy and Objectives statement. The training will stress the importance of safety and how the SMS is a tool to ensure that BCT maintains a "safety-first" culture. As the owner and operator of a major GA and international airport, the training will also include Airport Authority regulatory responsibilities for safety and how the SMS has been put in place to ensure compliance with FAA regulations.

4.3 Training Administration and Responsibility

The safety manager is responsible for the overall safety training program and the SMS. Safety manager duties include but are not limited to:

- Ensure that all employees of the Airport Authority have a safety training file and that it is kept current.
- Determine what appropriate initial safety training for new employees is required for each position of the Airport Authority. Administer initial general safety training that will include an overview of the Airport Authority SMS.
- Annually analyze the safety training needs for each department.
- Annually audit training records and determine if the individual departments are meeting their safety training targets.
- Create an Airport Authority training schedule to be used by the individual department manager that includes how records are kept, when training is accomplished, and any testing that occurs. The personnel department will maintain training records for the Airport Authority. This will be an annual process administered by the safety manager.
- Ensure that the SMS document is kept current. This document will be reviewed annually, at a minimum, by the safety manager and Executive Director in order to determine if updates are required.

4.4 Promotion Communication

4.4.1 Description and commitment: The Airport Authority is committed to a “safety-first” culture. This commitment is based on open and continuous communication. It is imperative that all management and employees of the Airport Authority communicate openly and honestly about safety.

4.4.2 Annual all-hands (tenants) meetings: The Airport Authority holds annual all-hands meetings. Safety plays an important role in these meetings. The meetings will provide the opportunity for management to provide safety updates on performance targets, training and goals for the coming year. The safety manager will provide updates on SMS and any regulation changes in the future. Also, the most recent inspection results will be presented to the employees. These all-hands meetings are intended to be open and encourage exchange of information between management and employees for improving the safety environment of BCT.

A safety bulletin may be included as part of the all-hands meetings. If produced, it will be distributed throughout the Airport Authority. The bulletin will highlight safety performance targets, and any messages from the Executive Director. The bulletin will include lessons

learned from any accidents or incidents that have occurred over the past six months. The bulletin will also highlight individual department safety performance and provide a forum for employees and management to praise outstanding safety efforts in the organization. The safety manager is responsible for ensuring the safety bulletin is released on time and is accurate. The safety manager will determine the most economical and efficient way to produce and edit the safety bulletin.

4.4.3 Bulletin boards: Each department may maintain safety information on a bulletin board.

4.4.3.1 Contents: Postings on these bulletin boards may include OSHA reportable accidents or incidents, semi-annual safety bulletins, specific regulation required postings, inspection performance information, non-punitive reporting system process, and any other safety-related information that the department head deems appropriate.

4.4.3.2 Responsibility: The individual department managers are responsible for bulletin boards in their respective areas. The responsibility may be delegated to a supervisor if it is deemed appropriate by that department manager. Individual departments may require supervisors to maintain boards in their area. The most important aspect is that the boards are accurate and updated regularly.

4.4.4 Daily safety communication: The forms of communication, described in this section, are not intended to replace the day-to-day interaction of Airport Authority employees and management, stakeholders, and passengers as needed. It is imperative that daily safety discussions take place if a culture built on “safety-first” is to be successful. Daily awareness and exchange of safety-related information is how the Airport Authority will achieve the objectives outlined in the safety policy.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: March 21, 2018
RE: **Security Guard Services – Contract Renewal**

AGENDA ITEM – IX - C

On January 21, 2015, the Airport Authority entered into an agreement with P.G. Security Inc. D/B/A Platinum Group Security for Security Guard Services at the Boca Raton Airport for an initial term that began on May 1, 2015 through April 30, 2018. The agreement provides for up to two one-year renewal periods with the same terms and conditions as the existing agreement. The agreement provides for a two percent annual increase in the hourly rate bringing the hourly rate from \$20.55 per hour in 2017 to \$20.96 per hour for the first renewal period.

Airport Management recommends approval of Resolution 03-07-18 granting a one-year renewal of the agreement with Platinum Group Security, extending the term from May 1, 2018 to April 30, 2019.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 03-07-18

A Resolution of the Boca Raton Airport Authority approving renewal of the Agreement between the Authority and P.G. Security Inc. D/B/A Platinum Group Security, for Security Guard Services at the Boca Raton Airport for the period beginning on May 1, 2018 and ending at midnight April 30, 2019

WHEREAS, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, on January 21, 2015, pursuant to Resolution No. 01-09-15, the Authority entered into the Agreement Between Boca Raton Airport Authority and P.G. Security for Security Guard Services at Boca Raton Airport (the "Agreement"), which had an initial term that began on May 1, 2015 and ended on April 30, 2018, and provided for two one-year renewal terms; and

WHEREAS, The Authority desires to renew the Agreement between P.G. Security and the Authority for a period of one year beginning on May 1, 2018 and ending at midnight on April 30, 2019.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 21st DAY OF MARCH 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby authorizes the Executive Director to renew the Agreement for the second renewal term.**
- 3. The Authority hereby authorizes Airport Management and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 03-07-18.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 03-07-18.**

ADOPTED by the Boca Raton Airport Authority, this 21st day of March 2018.

ATTEST:

**BOCA RATON AIRPORT
AUTHORITY:**

**Randy Nobles
Secretary & Treasurer**

**Cheryl Budd
Vice Chair**



Memo

To: Mitchell Fogel, Chair and Board Members

From: Travis Bryan, Operations Manager

Date: March 21, 2018

RE: **Florida Department of Transportation Supplemental Joint Participation Agreement – Airfield Pavement Rejuvenator and Taxiway Connector Work**

AGENDA ITEM – IX - D

The Florida Department of Transportation (FDOT) has offered a Supplemental Joint Participation Agreement (SJPA) amending the project description for the Airfield Pavement Rejuvenator grant accepted by the Airport Authority at the May 2017 Board Meeting to include Taxiway Connectors.

Due to changes in the FAA Advisory Circular since the initial design of the Taxiway Connector Project, the engineer's estimate was above the initial FDOT grant amount. The FDOT as agreed to issue an SJPA to expand the existing Joint Participation Agreement for Airfield Pavement Rejuvenator to include the additional elements required by the new Advisory Circular.

The financial terms of the FDOT grant offer remain at 80% of the project costs, up to \$728,000. The remaining \$182,000 is available in the Capital Improvement Plan budget.

Airport Management recommends approval of Resolution 03-08-18 accepting the Supplemental Joint Participation Agreement with the Florida Department of Transportation.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 03-08-18

A Resolution of the Boca Raton Airport Authority Accepting a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation (FDOT) Airfield Pavement Rejuvenator and Taxiway Connector Work

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, the Authority desires to enter into a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 437956-1-94-01 (the "SJPA") in order to allow for additional scope of work required for the Airfield Pavement Rejuvenator and Taxiway Connector Work at Boca Raton Airport (the "Project"), which is attached hereto as Exhibit A;

WHEREAS, the Project provides for surveying, engineering, construction administration and observation services for the application of pavement rejuvenator to airfield pavements and the widening, re-alignment, and re-contouring of taxiway connectors;

WHEREAS, the Project is necessary to restore the airfield pavements that have reached their lifecycle midpoint and to widen, re-align, and re-contour taxiway connectors to bring into FAA compliance, and the total eligible project cost under the SJPA is \$910,000; and

WHEREAS, under the SJPA, FDOT's total participation is limited to \$728,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$182,000, or up to 20% of eligible project costs as outlined in the original Joint Participation Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 21st DAY OF MARCH 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the SJPA, and authorizes the Chair or Vice-Chair to execute the SJPA on its behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 03-08-18.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 03-08-18.**

ADOPTED by the Boca Raton Airport Authority, this 21st day of March 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Cheryl Budd
Vice Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
6/11
Page 1 of 3

Number 1

Financial Project No.: <u>437956-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF592205856001</u>
Contract No.: <u>G0011</u> CFDA Number: _____	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this _____ day of _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Boca Raton Airport Authority
903 NW 35th Street Boca Raton, FL 33431
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 17th day of July, 2017
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 728,000.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
Airfield Pavement Rejuvenator & Taxiway Connector Work

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 0.00
bringing the revised total cost of the project to \$ 910,000.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 0.00
bringing the Department's revised total cost of the project to \$ 728,000.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 12/31/2019

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 437956-1-94-01

Contract No. G0011

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 7/17/2017
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

Boca Raton Airport Authority

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Mark Plass
DEPARTMENT OF TRANSPORTATION

Acting Director of Transportation Development
TITLE

Financial Project No. 437956-1-94-01

Contract No. G0011

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Boca Raton Airport Authority
903 NW 35th Street Boca Raton, FL 33431

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Added scope to construct a new TWY "C" connector, and demolish the two existing taxiway connectors as part of this project. No additional funds are being added.

		As Approved	As Amended	Net Change
I.	Project Cost	\$0.00	\$910,000.00	\$910,000.00
II.	Fund	As Approved DPTO	As Amended DPTO	Net DPTO
	Department:	\$0.00	\$728,000.00	\$728,000.00
	Agency:	\$0.00	\$182,000.00	\$182,000.00
	Federal:	\$0.00	\$0.00	\$0.00
	Total Project Cost	\$0.00	\$910,000.00	\$910,000.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2018	\$ 728,000.00



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Clara Bennett, Executive Director

Date: March 21, 2018

RE: **US Customs and Border Protection Facility – US Government Lease for Real Property**

AGENDA ITEM – IX - E

The Office of Field Operations Facilities Program Management of US Customs and Border Protection has submitted a free space lease package for the new CBP facility. The lease is required for the Federal Government to occupy Airport Authority owned space.

In accordance with the terms of the lease, the Federal Government shall pay no rent and costs associated with the operation of the facility are the responsibility of the Authority. The lease is for one year, with automatic renewals for an additional 19 years.

Also incorporated in the lease are documents executed at the start of the project including the User Fee Memorandum of Agreement, which states the hours of operation and the reimbursement for staffing, and the Office of Information Technology Agreement which lists the computer network equipment purchased for the facility.

Airport Management recommends approval of Resolution 03-09-18 authorizing the Executive Director to execute a lease between the Boca Raton Airport Authority and the U.S. Government for the Boca Raton Airport US Customs and Border Protection Facility, Lease Number HSBP-7117-L-IN0376.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 03-09-18

A Resolution of the Boca Raton Airport Authority authorizing the Executive Director to execute a lease between the Boca Raton Airport Authority and the U.S. Government for the Boca Raton Airport US Customs and Border Protection Facility, Lease Number HSBP-7117-L-IN0376

WHEREAS, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Boca Airport");

WHEREAS, historically, users of the Airport needing to clear Customs had to add an additional stop at a nearby airport to clear Customs before returning home to the Boca Raton Airport;

WHEREAS, in its continuing efforts to keep the Boca Raton Airport among the premier general aviation airports in the country, the Airport Authority approved Resolution 10-43-14 approving the preferred site for a Customs and Border Protection Facility at the Boca Raton Airport, approving its design and construction subject to availability of grant funds, and authorizing an amendment to the Atlantic Aviation lease to remove the preferred site from the Atlantic Aviation Leasehold;

WHEREAS, construction of the CBP Facility is now complete and US Customs and Border Projection is preparing to occupy the facility and initiate service;

WHEREAS, the Federal Government requires execution of a free lease package with the Airport Authority for the facility;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 21ST DAY OF MARCH 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby approves Lease Number HSBP-7117-L-IN0376 with the U.S. Government for the Boca Raton Airport US Customs and Border Protection Facility.**
- 3. The Authority hereby authorizes the Executive Director to execute Lease Number HSBP-7117-L-IN0376.**
- 4. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 03-09-18.**
- 5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 03-09-18.**

ADOPTED by the Boca Raton Airport Authority, this 21st day of March 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Cheryl Budd
Vice Chair**



**U.S. Customs and
Border Protection**

March 6, 2018

Ms. Clara Bennett
Boca Raton Aviation Authority
903 NW 35th Street
Fort Lauderdale, FL 33431

Dear Ms. Bennett,

Enclosed is a copy of the U.S. Government Lease for Real Property, Lease Number HSBP-7117-L-IN0376, including all exhibits, for the use of 4,545 square feet of office and General Aviation Facility (GAF) space located at the Customs and Border Protection building at the Boca Raton Airport. This space is to be used by U.S. Customs and Border Protection.

Please review the lease package. If you agree with the terms and conditions of the lease, execute an original and two copies. Initial every page including the 3518-SAM Addendum to System for Award Management (SAM) Representations and Certifications. Return two copies of the lease package to this office and retain a copy of the lease for your records until the original has been executed by U.S. Customs and Border Protection and returned to you.

All correspondence concerning the leasing process should be addressed to:

U.S. Customs and Border Protection
Field Operations Facilities Program Management Office
Attn: Debra Totten – Leasing Contracting Officer
6650 Telecom Drive, Suite 100
Indianapolis, IN. 46278

Phone: 317-381-5407
Debra.k.totten@cbp.dhs.gov

Thank you for your assistance in completing this action. If you have questions, please contact me at the number or email listed above.

Sincerely,

A handwritten signature in blue ink that reads "Debra Totten".

Debra Totten
Leasing Contracting Officer

Enclosures

LEASE NO. HSBP-7117-L-IN0376

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

This Lease is made and entered into between

Boca Raton Airport Authority

(Lessor), whose principal place of business is 903 NW 35th Street, Boca Raton, Florida 33431, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

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

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

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

3694 Airport Road, Boca Raton, Florida 33431

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

LEASE TERM

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

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

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

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

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

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Federal Inspection Services (FIS): 4,545 square feet of FIS Space (the Premises), located at 3694 Airport Road, Boca Raton, Florida 33431 as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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

A. Parking: 3 parking spaces as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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

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

A. The Government shall pay no rent.

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

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

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"

2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit D pertaining to information technology services and equipment costs; and,

4. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with 90 days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

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

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

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
OIT Memorandum of Agreement to Reimburse CBP	6	D
User Fee Memorandum of Agreement	9	E

SECTION 2**GENERAL TERMS, CONDITIONS, AND STANDARDS**

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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

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

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

2.03 WAIVER OF RESTORATION (OCT 2016)

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

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

2.04 RELOCATION RIGHTS (JUN 2012)

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

2.05 NOTICES

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

To the Lessor at: Ms. Clara Bennett, 903 NW 35th Street, Boca Raton, Florida 33431

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

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

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

The emergency contact and phone number for the Lessor is: Mr. Scott Kohut, 561-391-2202, ext. 212 or 561-239-3078

The emergency contact and phone number for CBP is: Ms. Marcia Thompson, 305-345-1835

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

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

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

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

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

2.08 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Nothing herein alters, limits, or waives the Lessor's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation of the Property, the Building, and the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

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

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

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

2.11 FIRE AND CASUALTY DAMAGE

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

2.12 DEFAULT BY LESSOR

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

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

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

2.13 INTEGRATED AGREEMENT

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

2.14 MUTUALITY OF OBLIGATION

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

2.15 COMPLIANCE WITH APPLICABLE LAW

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

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

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

2.17 DELIVERY AND CONDITION

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

2.18 FAILURE IN PERFORMANCE

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

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

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

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

SECTION 3**CONSTRUCTION STANDARDS AND COMPONENTS**

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

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

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

3.02 MEANS OF EGRESS (MAY 2015)

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

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

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

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

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

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

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

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

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

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

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

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

3.04 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

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

3.06 ACCESSIBILITY (FEB 2007)

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

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

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

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

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

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

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

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

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

SECTION 4**UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM****4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)**

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

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

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

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

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 1030 to 1830, Thursday through Monday.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

Lessor agrees to provide and maintain the following:

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

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

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

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

4.05 RECYCLING (ON-AIRPORT) (JUN 2012)

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

4.06 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

4.07 MAINTENANCE OF PROVIDED FINISHES

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

1. Lessor shall repaint common areas at least every three (3) years.
2. Lessor shall perform cyclical repainting of the Premises every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

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

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

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

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

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

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

C. DISSEMINATION OF SBU BUILDING INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

4.09 INDOOR AIR QUALITY (OCT 2016)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.11 OCCUPANT EMERGENCY PLANS (SEP 2013)

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

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

MANUAL PROCESS

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

ELECTRONIC PROCESS

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

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

5.02 SECURITY

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

5.03 LIABILITY

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property.

5.04 AVAILABILITY OF FUNDS

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

5.05 SOVEREIGN IMMUNITY

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

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

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



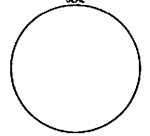
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FD03 project no.
R & A project no.
drawn checked SS
OH



Revised Schedule		
No.	Description	Date

CUSTOMS AND BORDER PROTECTION FACILITY

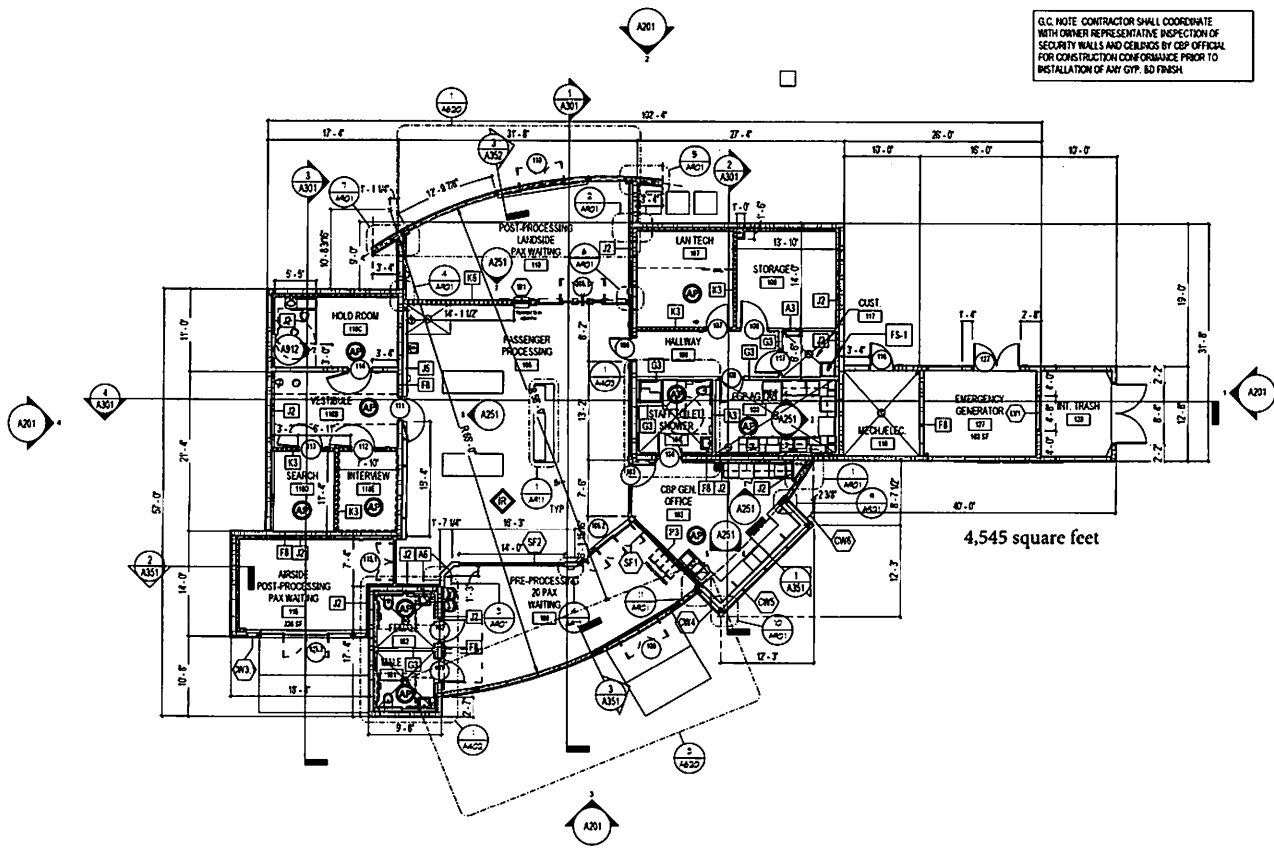
BOCA RATON AIRPORT
BOCA RATON, FL 33431

ARCHITECTURAL FLOOR PLAN

A101

Submitted Issue Date
ISSUED FOR CONSTRUCTION 06-20-2016

G.C. NOTE CONTRACTOR SHALL COORDINATE WITH OWNER REPRESENTATIVE INSPECTION OF SECURITY WALLS AND GARDENS BY CBP OFFICIAL FOR CONSTRUCTION COMPLIANCE PRIOR TO INSTALLATION OF ANY GYP. RD FINISH.



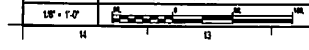
4,545 square feet



Exhibit A

1 FLOOR PLAN
1/8" = 1'-0"

1





RICONDO & ASSOCIATES
 1000 W. 27th COURT
 SUITE 300
 MIAMI FL 33135-2611
 (305) 882-2728

SCHENKELSHUIJF
 CONSULTANTS
 200 EAST FORBES STREET, SUITE 300
 CORAL GABLES, FL 33134
 (305) 467-3733
 schenkelshuijf.com

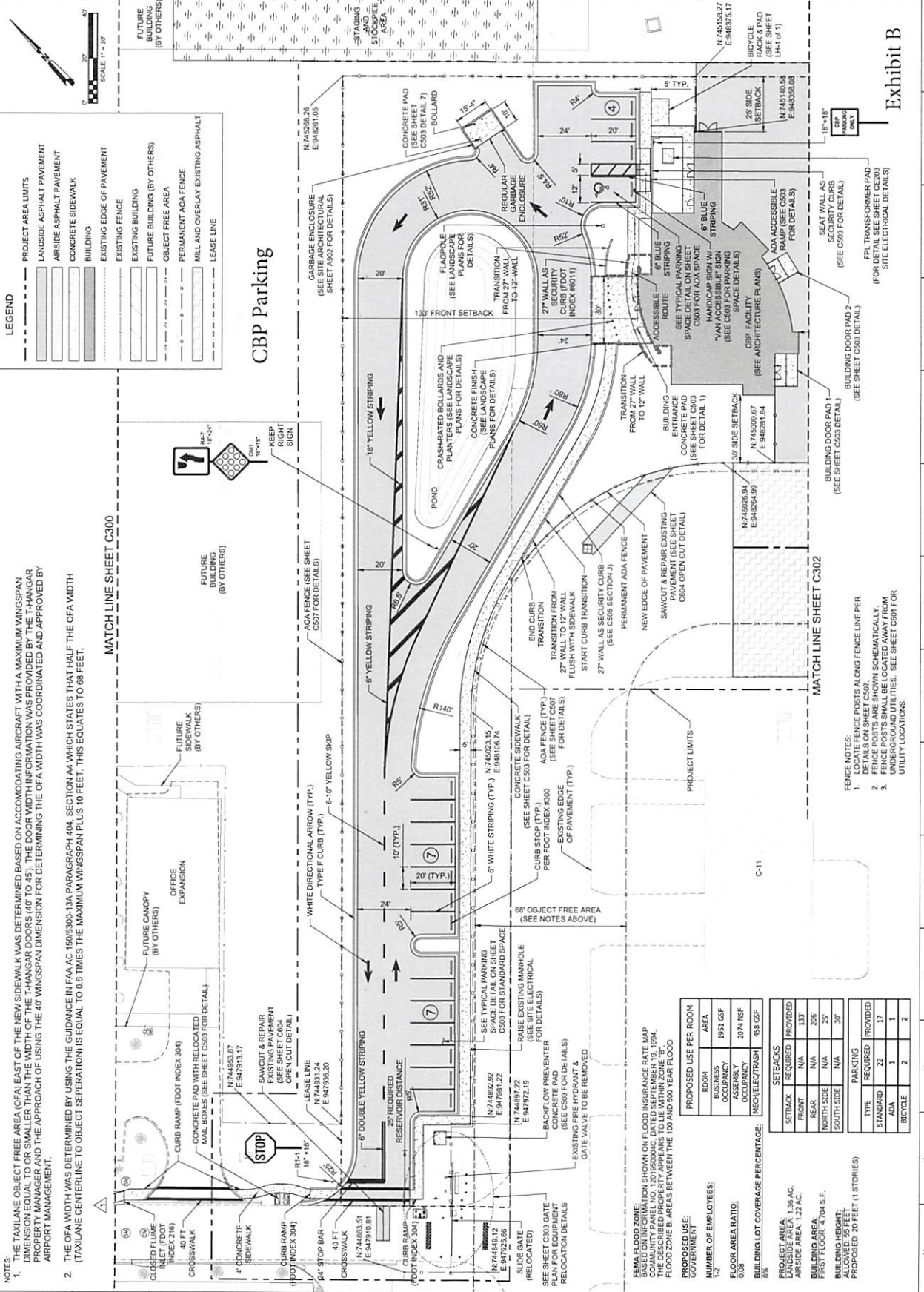
AD AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
 3333 W. 19th AVENUE, SUITE 115
 MIAMI FL 33135
 (305) 441-1000
 AIA Project No. RIC-0303

ENGINEER OF RECORD
 ELSON MERRILL, P.E.
 LICENSE NO. 12202
 EXPIRES 12/31/2018

CUSTOMS AND BORDER PROTECTION FACILITY
 800 RAYMOND AVENUE
 BOCA RATON, FL 33071

SITE PLAN

C301
 Issued Date: JUNE 30, 2018
 Issued For: CONSTRUCTION



- LEGEND**
- PROJECT AREA LIMITS
 - LANDSIDE ASPHALT PAVEMENT
 - ARMSIDE ASPHALT PAVEMENT
 - CONCRETE SIDEWALK
 - BUILDING
 - EXISTING EDGE OF PAVEMENT
 - EXISTING FENCE
 - EXISTING BUILDING
 - FUTURE BUILDING (BY OTHERS)
 - OBJECT FREE AREA
 - PERMANENT ADA FENCE
 - MILL AND OVERLAY EXISTING ASPHALT
 - LEASE LINE



CBP Parking

Match Line SHEET C-300

Match Line SHEET C-302

NOTES:

- THE TYPICAL OBJECT FREE AREA (OFA) EAST OF THE NEW SIDEWALK WAS DETERMINED BASED ON ACCOMMODATING AIRCRAFT WITH A MAXIMUM WINGSPAN DIMENSION OF 136 FEET (70 TO 85'). THE DOOR WIDTH INFORMATION WAS PROVIDED BY THE THANGOR PROPERTY MANAGER AND THE APPROACH OF USING THE 40' WINGSPAN DIMENSION FOR DETERMINING THE OFA WIDTH WAS COORDINATED AND APPROVED BY AIRPORT MANAGEMENT.
- THE OFA WIDTH WAS DETERMINED BY USING THE GUIDANCE IN FAA AC 150/5300-13A PARAGRAPH 404, SECTION 4 WHICH STATES THAT HALF THE OFA WIDTH (TAXILANE CENTERLINE TO OBJECT SEPARATION) IS EQUAL TO 0.6 TIMES THE MAXIMUM WINGSPAN PLUS 10 FEET. THIS EQUATES TO 69 FEET.

FEMA FLOOD ZONE: BASED ON INFORMATION SHOWN ON FLOOD INSURANCE RATE MAP DATED SEPTEMBER 19, 1994, THE DESCRIBED PARKING AREAS ARE IN FLOOD ZONE B AREAS BETWEEN THE 100 AND 500 YEAR FLOOD PROPOSED USE: FEDERAL GOVERNMENT

PROPOSED USE PER ROOM:

ROOM	AREA
BUSINESS	1951 GSF
OCCUPANCY	1951 GSF
ASSSEMBLY	2074 NSF
MEG/ELECTRONICS	458 GSF

NUMBER OF EMPLOYEES: 1-2

FLOOR AREA RATIO: 0.08

BUILDING LOT COVERAGE PERCENTAGE: 8%

PROJECT AREA: 1.36 AC.
LANDSIDE AREA: 1.22 AC.
AIRSIDE AREA: 1.22 AC.

BUILDING AREA: 206
NORTH SIDE: N/A
SOUTH SIDE: N/A

BUILDING HEIGHT: 4, 704 & 6 F.
ALLOWED HEIGHT: 55 FEET
PROPOSED: 20 FEET (1 STORIES)

SETBACKS:

SETBACK	REQUIRED	PROVIDED
FRONT	N/A	133'
REAR	N/A	206'
NORTH SIDE	N/A	25'
SOUTH SIDE	N/A	30'

PARKING:

TYPE	REQUIRED	PROVIDED
STANDARD	22	17
ADA	1	1
BICYCLE	2	2

FENCE NOTES:

- LOCATE FENCE POSTS ALONG FENCE LINE PER DETAILS ON SHEET C507.
- ALL FENCE POSTS SHALL BE SPACED AT 12' ON CENTER.
- FENCE POSTS SHALL BE LOCATED AWAY FROM UNDERGROUND UTILITIES. SEE SHEET C001 FOR UTILITY LOCATIONS.

CONCRETE PAD WITH RELOCATED MAIL BOXES (SEE SHEET C503 FOR DETAILS)

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CONCRETE PAD WITH RELOCATED MAIL BOXES (SEE SHEET C503 FOR DETAILS)

Exhibit B

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Lease Number HSBP-7117-L-IN0376	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

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

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

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

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

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

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <hr/> Signature	TELEPHONE NUMBER <hr/> Date
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**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

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

Airport Authority: Boca Raton Airport Authority (BRAA)
Location: 903 North West 35th Street
Boca Raton, FL 33431

BOCA RATON AIRPORT AUTHORITY (BRAA) RESPONSIBILITIES

Data and Cabling

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

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

BRAA agrees to reimburse CBP for all ADP LAN, Data, IT, Circuit and TacComm equipment and connectivity costs, including equipment ordering, installation, maintenance, and recurring costs required to standing-up and maintaining continuous CBP operations at the BRAA's Boca Raton Airport Federal Inspection Services (FIS) Facility. Estimated ADP LAN, Data, IT, Circuit and TacComm equipment costs total \$175,411.90, which includes a non-recurring cost of \$15,000.00, for CBP to procure the circuit equipment, \$7,800.00 in annual recurring costs, and an estimated \$5,000.00 in potential special construct cost. Attached is CBP OIT's Cost ROM BCR015A that identifies the ADP LAN, Data, IT, Circuit and TacComm equipment for the CBP FIS at Boca Raton Airport for which BRAA will reimburse CBP all ADP LAN, Data, IT, Circuit and TacComm equipment and recurring costs.

BRAA will be billed for the actual costs of the ADP LAN, Data, IT, Circuit and TacComm equipment costs, and the one-time and recurring charges for the network, and any required replacement equipment. Recurring out-year network charges for a Verizon 4xT1 or 5M Data Circuit are estimated at \$7,800.00 per year, at \$650.00 monthly.

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

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

BRAA Accounts Payable Information

BRAA Tax Identification Number:

59-2205856

BRAA Bill To Representative:

ARIADNA Camilo

BRAA Phone Number:

561-391-2202 ext. 207

BRAA Email Address:

accounts.payable@bocaairport.com

BRAA Address:

903 NW 35th Street
Boca Raton, FL 33431

BRAA Voice Communications Services

The BRAA shall be responsible for ordering and funding the telephone equipment, services and line(s) required to establish Voice Communications Services and connectivity for CBP OIT installation and maintenance of the BRAA provided Voice Communications Systems and equipment required at the Boca Raton Airport GAF. This requirement is not identified in CBP's OIT Cost ROM BCR015A. BRAA is responsible for directly procuring and providing the required equipment and services, including any monthly costs. CBP will retain possessory ownership of the Voice Communications Systems equipment ordered and installed outside of the CBP LAN/Telecomm Room/Closet by the BRAA until CBP vacates the premises. BRAA will also ensure the continued telephone line(s) connectivity at the Boca Raton Airport GAF at no cost to CBP.

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue BRAA a bill for the actual ADP LAN, Data, IT and Circuit Upgrade equipment costs not to exceed \$208,198.90. The CBP NFC will also bill BRAA 90-days prior to the due date for the total \$7,800.00 in recurring out-year network and connectivity charges owed, and any sums owed for future ADP LAN, Data, IT, Circuit and TacComm equipment upgrades and replacements.

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

Equipment Ownership

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

BRAA Equipment Administrator:

Scott Kohut

BRAA Email Address:

scott@bocaairport.com

BRAA Phone Number:

561-391-2202 ext. 212

BRAA Ship to Address:

3694 Airport Road
Boca Raton, FL 33431

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

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for ordering and installing required data equipment and connection(s) from the Boca Raton Airport FIS to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT, Circuit and TacComm equipment listed in the attached CBP OIT Cost ROM BCR015A for the Boca Raton Airport FIS as required by CBP, the costs of which BRAA shall reimburse CBP. BRAA will incur no additional costs or CBP OIT charged service fees for any required ADP LAN, Data, IT, and Circuit equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.



clara@bocaairport.com

1/5/2017

Signature

Email Address

Date

Clara Bennett

Executive Director

Boca Raton Airport Authority (BRAA)

[Name]

Email Address

Date

[Port/Area Port/Director]

Office of Field Operations

U.S. Customs and Border Protection

12/28/16

**U.S. Customs and Border Protection
Office of Information & Technology
Cost Sign-Off Document***

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site: BCR015A - Boca Raton Aviation, FL

Date Prepared: 10/24/2016

Preparer: Donald R Mitchell

Equipment Costs (OCC-31):

Line Item	Description	Qty	Unit Cost	Total
1	Cisco Cisco One Catalyst 3850 24 Port, Layer-3, Modular Access Switch (BRAND NAME or EQUIVALENT) with 24x7x4 support	1	12,500.00	12,500.00
2	SURT2200RML2U APC Smart-UPS Rack Height 2U (BRAND NAME or EQUIVALENT)	2	\$1,300.00	\$2,600.00
3	Riverbed Steelhead CX-570L (13 User connections) no fiber (BRAND NAME or EQUIVALENT)	1	\$12,500.00	\$12,500.00
4	Dell Netshelter SX 42U (BRAND NAME or EQUIVALENT)	1	2,500.00	2,500.00
5	Desktop (US-Visit Config); Standard Desk Requirements - Slim Line Form Factor	8	1,500.00	12,000.00
6	Dell P2214T3 - 22 TAA Workstation Monitor - P2214H with 3 Year Warranty and Dell USB SoundBar - AC511 (318-2885) and privacy filter	7	\$350.00	\$2,450.00
7	Crossmatch Guardian USB Scanner #920108 (BRAND NAME or EQUIVALENT)	3	\$5,200.00	\$15,600.00
8	Crossmatch L-Guarding 10 print finger print Scanner Mounts for US Visit	2	\$500.00	\$1,000.00
9	3M Passport Reader, Model AT9000 (BRAND NAME or EQUIVALENT)	3	\$2,500.00	\$7,500.00
10	Logitech QuickCam (not WebCam) Pro 9000: (BRAND NAME or EQUIVALENT)	3	\$150.00	\$450.00
11	Ledco Flex Arms for Camera	2	\$90.00	\$180.00
12	Dell Latitude E7450 Laptop (Brand Name or Equivalent)	1	\$2,000.00	\$2,000.00
13	HP Laserjet M401N (BRAND NAME or EQUIVALENT)	1	\$500.00	\$500.00
14	HP Officejet Pro 8620 (BRAND NAME or EQUIVALENT)	1	\$300.00	\$300.00
15	Cisco Alronet 3700 Series Access Points (10-Pack)	1	\$16,000.00	\$16,000.00
16	APC® P7V 7-Outlet 840 Joule Surge Suppressor (Brand Name or Equivalent)	14	\$30.00	\$420.00
17	2U (3.5inch) Horizontal Cable Management Panel	2	\$40.00	\$80.00
18	2U (3.5inch) Cable management panel with 5 D-rings	2	\$40.00	\$80.00
19	3ft CAT 6 550 MHz Snagless Patch cables Blue (per cable)	14	\$5.00	\$70.00
20	10ft CAT 6 550 MHz Snagless Patch cables Blue (per cable)	14	\$7.00	\$98.00
21	14ft CAT 6 550 MHz Snagless Patch cables Blue (per cables)	14	\$9.00	\$126.00
22	25ft CAT 6 550 MHz Snagless Patch cables Blue (per cable)	1	\$15.00	\$15.00
23	Self Gripping Strap Back-to-Back Polypropylene Hook Nylon Loop Shape Cut to Length Roll Length 25 yds. (Velcro)	1	\$30.00	\$30.00
24	Phone System Provided by the airport	1	\$0.00	\$0.00
25	10% Cost Contingency for Equipment	1	\$8,899.90	\$8,899.90

Total Equipment Cost:

\$97,898.90

Tactical Communication (TACCOM) Equipment Costs (OCC-31):

26	APX 7500 Console (Dual-Band VHF 700/800)	1	\$8,000.00	\$8,000.00
27	Radio Gateway Unit (RGU)	1	\$1,600.00	\$1,600.00

Line Item	Description	Qty	Unit Cost	Total
28	MCD 5000 Deskset	2	\$1,600.00	\$3,200.00
29	Deskset Cabling	2	\$65.00	\$130.00
30	Deskset UPS	2	\$150.00	\$300.00
31	Rack UPS	1	\$1,500.00	\$1,500.00
32	Switch 12-Port POE Gbps w/ SFP	1	\$1,500.00	\$1,500.00
33	Antenna VHF	1	\$1,200.00	\$1,200.00
30	Antenna 700/800Mhz	1	\$1,000.00	\$1,000.00
31	Network Rack	1	\$3,000.00	\$3,000.00
32	Ancillary Equipment (Rack, cables, Connectors, etc.)	2	\$1,200.00	\$2,400.00
36	10% Cost Contingency for Equipment	1	\$2,383.00	\$2,383.00

Tactical Communication Equipment: \$26,213.00

TACCOM Services Costs (OCC-25):

37	TACCOM Installation Services (Installation, Documentation, Vendor Travel)	1	\$18,500.00	\$18,500.00
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Total Tactical Communication Services Costs: \$18,500.00

Total TACCOM Equipment and Installation Costs: \$44,713.00

Circuit Costs (OCC-23):

38	Verizon 2xT1 Circuit Installation Cost (Installation) - Nonrecurring Cost	1	\$15,000.00	\$15,000.00
39	Verizon Potential Special Construction Costs	1	\$5,000.00	\$5,000.00
40	Verizon 2xT-1 Annual Recurring Costs - Estimated at \$650 per month	1	\$7,800.00	\$7,800.00

Total Annual Circuit Costs: \$27,800.00

Travel / Installation Costs (OCC-21):

41	Travel for TacCom Engineers	2	\$2,500.00	\$5,000.00
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Total Travel Costs: \$5,000.00

TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS \$175,411.90

Out Year Recurring Circuit Costs:

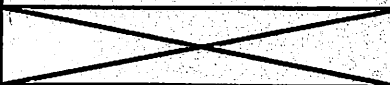
42	Verizon 2xT-1 Annual Recurring Costs - Estimated at \$650 per month	1	\$7,800.00	\$7,800.00
----	---	---	------------	------------

Total Estimated Annual Circuit Costs \$7,800.00

NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.

Acceptance

By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.

Authority Signature:	Date:
<i>Clara Bennett</i>	11/5/2017
Authority Printed Name:	
Clara Bennett	
Phone/Email Address:	

561-391-2202 ext. 211 / clara@bocaairport.com

Line Item	Description	Qty	Unit Cost	Total
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OIT REFERENCE Number: BCR015A-OFO-17016C

Document Expiration Date: 1/24/2017

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

USER FEE FACILITY PROGRAM

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

Facility Name: Boca Raton Airport Customs Facility
Location: 3694 Airport Road
Boca Raton, FL 33431

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

U.S. CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

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

None

U.S. CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

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

None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

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

See Attached.

FACILITY STANDARDS

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

U.S. CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

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

Weekly Work Schedule: Thursday-Monday

Hours of Service from 10:30a.m. until 6:30 p.m.

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

ADJUSTMENT TO LEVEL OF SERVICE

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

FACILITY RESPONSIBILITIES

Base Fee

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

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

Additional Fees

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

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

Payment of Fees

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

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

receipt of the bill sent by U.S. Customs and Border Protection. If a protest is filed, the procedures set forth in 19 C.F.R. Part 174 must be followed.

Facilities

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

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

ADP Equipment

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

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

Third Party Charges

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

SERVICE DATE

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

ANNUAL REVIEW OF AGREEMENT (MOA)

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

TERMINATION OF AGREEMENT

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

AUTHORIZATION (TWO COPIES WITH ORIGINAL SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

Clara Bennett
Clara Bennett,
Executive Director
Boca Raton Airport Authority

Clara Bennett
Signature

4/13/17
Date

Kevin K. McAleenan
Commissioner
U.S. Customs and Border Protection

K. McAleenan
Signature

08/25/17
Date

Attachment A: Location of Service

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12;
 THENCE ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 12, N00°50'39"W FOR 2171.45 FEET TO THE SOUTH RIGHT-OF-WAY OF NORTHWEST 40th STREET;
 THENCE ALONG SAID RIGHT-OF-WAY, S79°21'00"E FOR 199.26 FEET;
 THENCE S44°19'42"W FOR 221.55 FEET;
 THENCE S45°40'18"E FOR 756.19 FEET TO A LINE LYING 315.00 FEET NORTHWESTERLY OF, MEASURED PERPENDICULAR, AND PARALLEL WITH, THE CENTERLINE OF RUNWAY OF THE BOCA RATON AIRPORT;
 THENCE ALONG SAID PARALLEL LINE, S44°19'42"W FOR 1570.87 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE S44°19'42"W FOR 273.00 FEET;
 THENCE N45°40'18"W FOR 197.50 FEET;
 THENCE S44°19'42"W FOR 38.00 FEET;
 THENCE N45°40'18"W FOR 46.00 FEET;
 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 112.00 FEET;
 THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 175.93 FEET TO A POINT OF TANGENCY;
 THENCE 44°19'42"W FOR 219.50 FEET;
 THENCE N45°40'18"W FOR 73.00 FEET;
 THENCE N44°19'42"E FOR 7.00 FEET;
 THENCE S45°40'18"E FOR 2.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 16.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 25.13 FEET TO A POINT OF TANGENCY;
 THENCE N44°19'42"E FOR 479.50 FEET;
 THENCE S45°40'18"E FOR 214.50 FEET;
 THENCE N44°19'42"E FOR 140.00 FEET;
 THENCE S45°40'18"E FOR 196.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.55 ACRES, MORE OR LESS.

BEARING BASIS: S44°19'42"W (ASSUMED) ALONG THE CENTERLINE OF RUNWAY.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.

REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

JOHN E. PHILLIPS, III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA NO. 4826
 DATE: _____

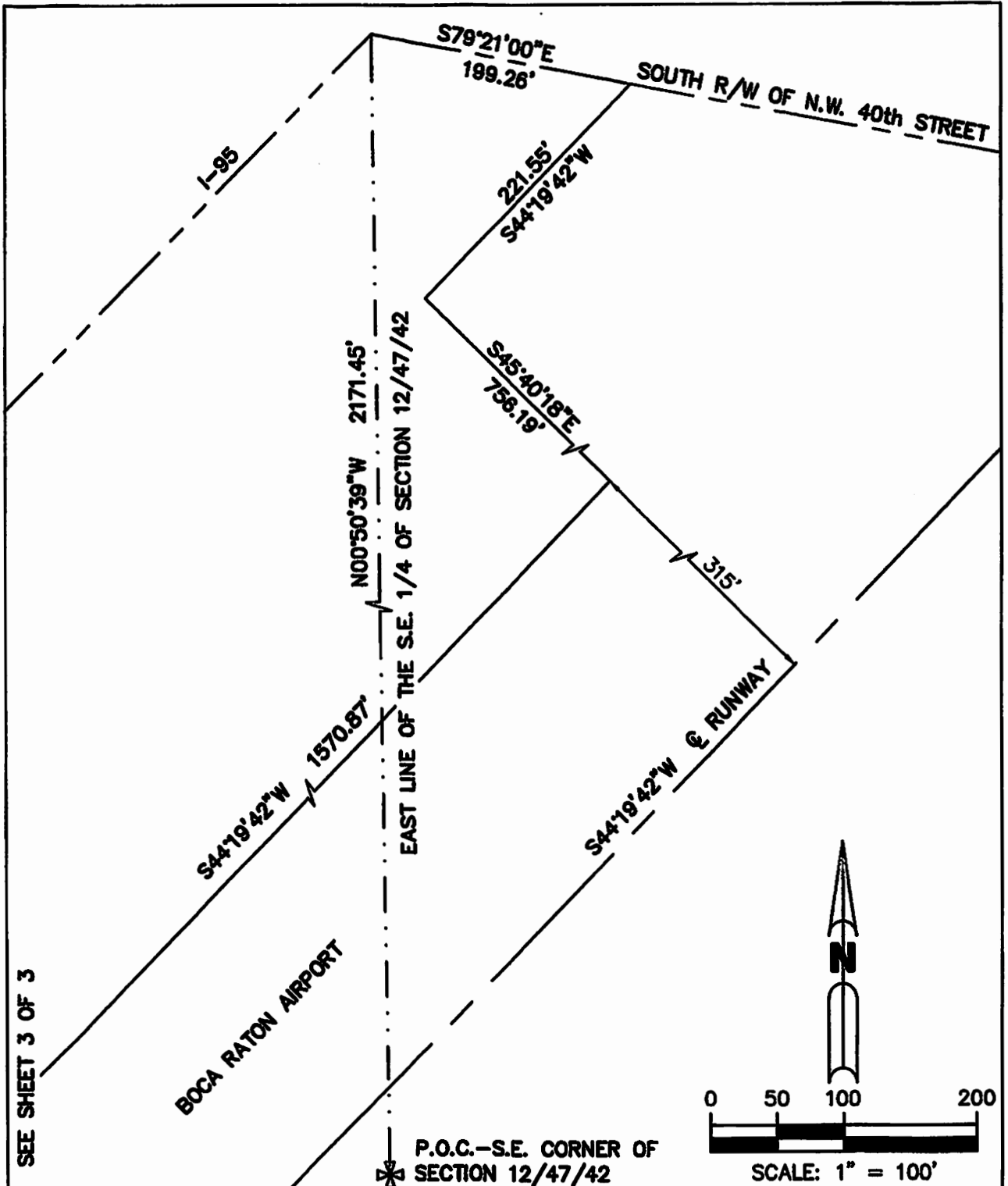


BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 OLD OKEECHOBEE ROAD., SUITE 509,
 WEST PALM BEACH, FLORIDA 33409
 TELEPHONE (561)-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com

CUSTOMS and BORDER PROTECTION

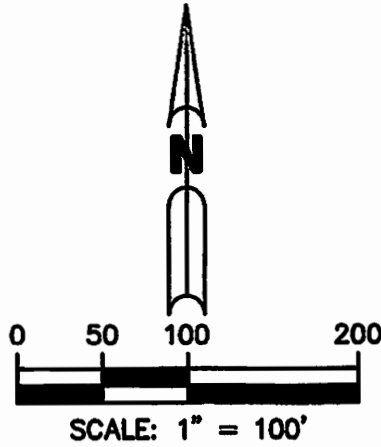
PROJ. No. 15-058	DRAWN: MB
LEGAL DESCRIPTION	SCALE: 1"=100'
BOCA RATON AIRPORT	DATE: 11/3/15
	SHEET 1 OF 3



SEE SHEET 3 OF 3

BOCA RATON AIRPORT

P.O.C.—S.E. CORNER OF SECTION 12/47/42



B
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
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 1860 OLD OKEECHOBEE ROAD., SUITE 509,
 WEST PALM BEACH, FLORIDA 33409
 TELEPHONE (561)-615-3988, 615-3991 FAX

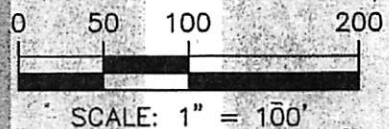
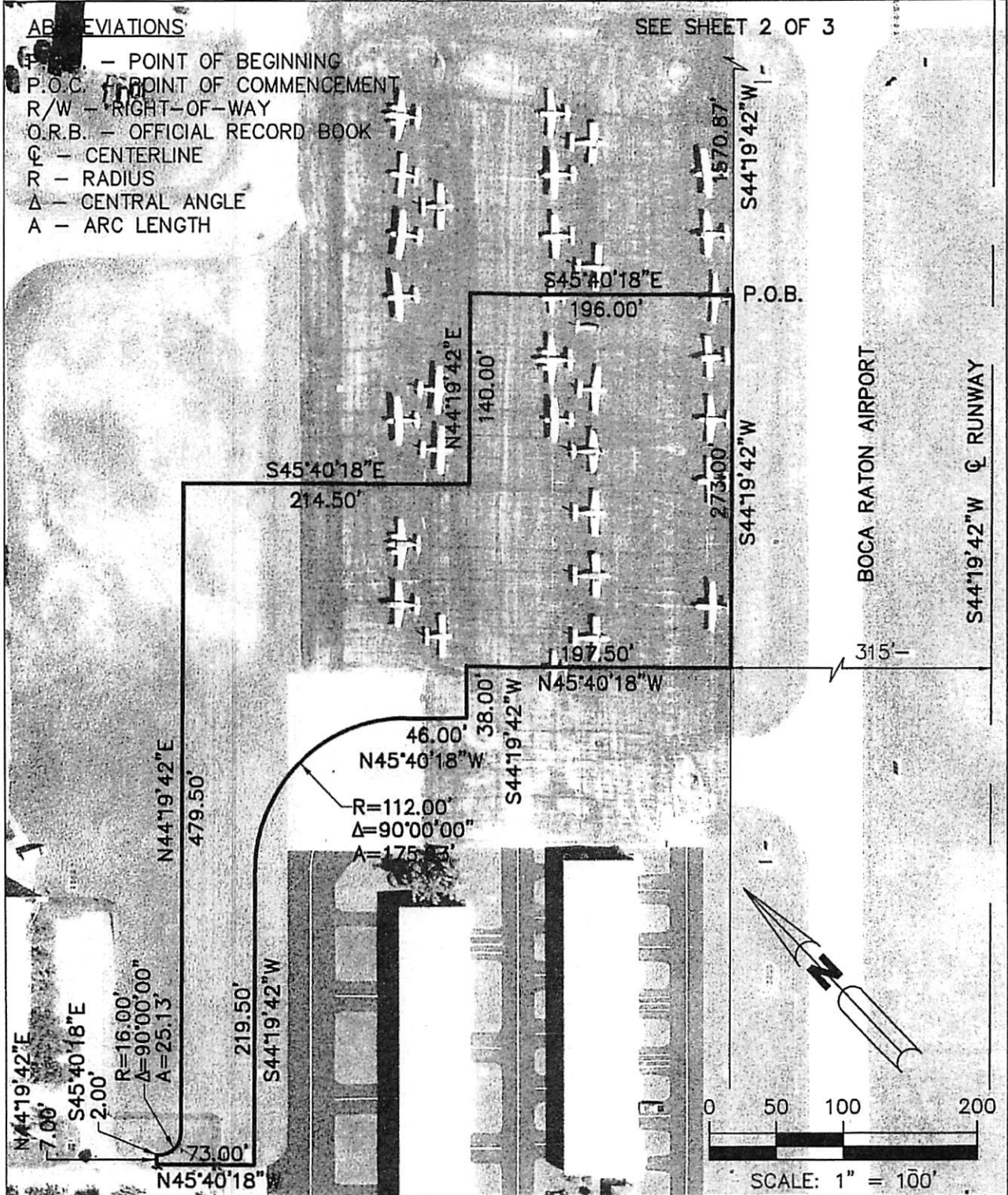
E-Mail: info@brown-phillips.com

CUSTOMS and BORDER PROTECTION (This sketch is not a survey)	
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION	SCALE: 1"=100'
BOCA RATON AIRPORT	DATE: 11/3/15
	SHEET 2 OF 3

ABBREVIATIONS:

- P.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- CL - CENTERLINE
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

SEE SHEET 2 OF 3



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	SHEET 3 OF 3