

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, September 26, 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, September 26, 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
MELVIN POLLACK	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
CHERYL BUDD	BOARD MEMBER
GENE FOLDEN	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
BOB TUCKER	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of August 15, 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 August 2018 Financial Report.

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

VIII. TENANT REPORTS AND REQUESTS

A. Request from Atlantic Aviation for approval to host a special event.

Consider Resolution No. 09-24-18 of the Boca Raton Airport Authority granting approval to Atlantic Aviation for their request to host a Special Event on their leasehold premises for Sky One Holdings, LLC d/b/a/ Privaira to be held on October 5, 2018.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

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

B. Wildlife Management Plan Project Update.

C. Boca Raton Airport Authority Procurement Code Amendment.

Consider Resolution No. 09-25-18 of the Boca Raton Airport Authority amending the Boca Raton Airport Authority Procurement Code.

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 and Taxiway Connector work at the Boca Raton Airport.

Consider Resolution No. 09-26-18 of the Boca Raton Airport Authority accepting the Joint Participation Agreement with the State of Florida Department of Transportation for Airfield Pavement Rejuvenator and Taxiway Connector work at the Boca Raton Airport.

- E. Request to approve Public Transportation Grant Agreement for Financial Project No. 437968-1-94-01 with the State of Florida Department of Transportation for Geographic Information System Implementation at the Boca Raton Airport.

Consider Resolution No. 09-27-18 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Geographic Information System Implementation at the Boca Raton Airport.

- F. Request to approve Supplemental Joint Participation Agreement for Financial Project No. 441606-1-94-01 with the State of Florida Department of Transportation for the Air Traffic Control Tower Rehabilitation Phase 2 at the Boca Raton Airport.

Consider Resolution No. 09-28-18 of the Boca Raton Airport Authority accepting the supplemental Joint Participation Agreement with the State of Florida Department of Transportation for Air Traffic Control Tower Rehabilitation Phase 2 at the Boca Raton Airport.

- G. Federal Aviation Administration AIP Supplemental Appropriations Funding Request.

- H. Status Report on FAA Grant Award for Taxiway Widening Project.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for October 17, 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
August 15, 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
Melvin Pollack	Vice-Chair - ABSENT
Randy Nobles	Secretary/Treasurer
Cheryl Budd	Board Member
Gene Folden	Board Member
James R. Nau	Board Member
Bob Tucker	Board Member – via Telephone

COUNSEL

Robert Diffenderfer, 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.bocaairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the July 18, 2018 Regular Meeting was made by Ms. Budd and seconded by Mr. Nobles. 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

Ms. Camilo presented the Financial Report for July 2018.

A MOTION to approve the Financial Report for July 2018 was made by Mr. Nau and seconded by Ms. Budd. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

Ms. Bennett presented the proposed Fifth Amendment to the Premier Aviation of Boca Raton, LLC lease agreement, amending the permitted uses to include Car Sales Agencies in order to facilitate a sublease with Tesla, subject to FAA and City of Boca Raton approval.

Mr. Hamid Hashemi, CEO Premier Aviation of Boca Raton, LLC provided details of their negotiations with Tesla for a sublease of Phase III and answered questions from the Board.

A discussion ensued.

A MOTION to approve Resolution No. 08-21-18 of the Boca Raton Airport Authority approving the Fifth Amendment to the Premier Aviation of Boca Raton, LLC Lease, subject to FAA approval, was made by Mr. Nobles and seconded by Mr. Folden. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

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

Mr. Kohut presented the results of the Invitation to Bid No. 2018-BRAA-005 – Airport Improvements, and recommended awarding Bid Schedule D - Rejuvenate and Remark Runway 5-23 to Weekley Asphalt Paving, Inc.

A discussion ensued.

A MOTION to approve Resolution No. 08-22-18 of the Boca Raton Airport Authority awarding Invitation to Bid No. 2018-BRAA-005 – Airport Improvements, Schedule D to Weekley Asphalt Paving, Inc. was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.

Ms. Bennett presented the proposed Annual Operating and Capital Budgets for Fiscal Year 2019 and answered questions.

A MOTION to approve Resolution No. 08-23-18 of the Boca Raton Airport Authority adopting the Annual Operating and Capital Budgets for Fiscal Year 2019 (October 1, 2018 through September 30, 2019) was made by Ms. Budd and seconded by Mr. Nau. The Motion carried unanimously.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Folden inquired if they were any electric planes at the Airport or if any of the flight schools at the airport were going to include them in their curriculum. He suggested reaching out to Lynn University to see if they have any plans to include electric aircraft as part of their flight training curriculum.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next Regular Meeting is scheduled for Wednesday, September 26, 2018 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 6:58 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: September 26, 2018
RE: **Financial Report – August 2018**

AGENDA ITEM – VII – A

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the eleven months ending August 31, 2018.

Total Operating Revenues as of August 31, 2018 were \$3,733,014 an increase of \$341,865 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 August 31, 2018 were \$349,556.

Total Operating Expenses as of August 31, 2018 were \$2,092,509 a decrease of \$702,348 or 25.1% compared to budget. Significant variances in expenses compared to budget for the eleven months ending August 31, 2018 are as follows:

- Project expenditures are down \$324,338 or 78.8% to budget, primarily due to the projects anticipated to begin construction in fiscal year 2019.
- Airport Operations expenditures are down \$47,757 or 11.0% to budget, primarily due to expenses being lower than anticipated.
- Customs Facility expenditures are down \$168,646 or 74.0% to budget, primarily due to Customs and Border Protection operating expenses not yet incurred.

- 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	\$ 5,864	\$ 5,321	\$ 5,599	\$ 3,070	\$ 2,626	\$ 3,988	\$ -	\$ 57,853
BOARD	\$ 936	\$ 7,854	\$ -	\$ 2,096	\$ 390	\$ -	\$ -	\$ -	\$ 2,298	\$ -	\$ -	\$ -	\$ 13,573
CUSTOMS	\$ 208	\$ 208	\$ -	\$ 780	\$ 910	\$ 3,588	\$ -	\$ 709	\$ 1,040	\$ 1,352	\$ 52	\$ -	\$ 8,847
EMAS	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
TAXIWAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,860	\$ 676	\$ -	\$ -	\$ 3,536

Total Capital Expenditures as of August 31, 2018 were \$914,758. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility, Task 41 – Security Enhancements, Task 42 – EMAS, and Task 48 – Electrical Vault of the Capital Improvement Program. Of the total \$914,758 in Capital Expenditures, \$13,033 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 Eleven Months Ending August 31, 2018
(unaudited)

Summary Results

	FY 2018 Annual Budget	FY 2018 August Actual	FY 2018 August Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,699,435	\$ 3,733,014	\$ 3,391,149	\$ 341,865	10.1%
Operating Expenses	\$ 3,048,934	\$ 2,092,509	\$ 2,794,856	\$ (702,348)	-25.1%
Operating Income/(Loss) before Depreciation	\$ 650,500	\$ 1,640,505	\$ 596,292	\$ 1,044,213	175.1%
Depreciation	\$ 1,486,832	\$ 1,362,929	\$ 1,362,929	\$ -	0.0%
Net Operating Income/(Loss)	\$ (836,332)	\$ 277,576	\$ (766,637)	\$ 1,044,213	-136.2%
Non-Operating Revenues	\$ 359,071	\$ -			
Income/(Loss) before Capital Contributions	\$ (477,261)	\$ 277,576			
Capital Contributions from State and Federal Grants	\$ 3,648,160	\$ 349,556			
Change in Net Position	\$ 3,170,899	\$ 627,132			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Eleven Months Ending August 31, 2018
(unaudited)

Revenue Summary

	FY 2018 Annual Budget	FY 2018 August Actual	FY 2018 August Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 2,985,111	\$ 2,803,517	\$ 2,736,352	\$ 67,166	2.5%
Fuel Flowage Fees	\$ 475,000	\$ 765,745	\$ 435,417	\$ 330,328	75.9%
Customs Facility Revenue	\$ 108,000	\$ 29,358	\$ 99,000	\$ (69,642)	-70.3%
Interest Income	\$ 58,500	\$ 67,157	\$ 53,625	\$ 13,532	25.2%
Other Revenue	\$ 72,824	\$ 67,237	\$ 66,755	\$ 482	0.7%
Total Operating Revenues	\$ 3,699,435	\$ 3,733,014	\$ 3,391,149	\$ 341,865	10.1%
FDOT Grants	\$ 359,071	\$ -			
Non-Operating Revenues	\$ 359,071	\$ -			
FDOT Grants	\$ 2,514,615	\$ 348,896			
FAA Grants	\$ 286,480	\$ 660			
Capital Contributions from State and Federal Grants	\$ 2,801,095	\$ 349,556			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Eleven Months Ending August 31, 2018
(unaudited)

Expense Summary

	FY 2018 Annual Budget	FY 2018 August Actual	FY 2018 August Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 996,778	\$ 879,396	\$ 913,714	\$ (34,317)	-3.8%
Professional Services	\$ 219,800	\$ 113,044	\$ 201,483	\$ (88,439)	-43.9%
Office Operating Expenses	\$ 241,679	\$ 208,965	\$ 221,539	\$ (12,574)	-5.7%
Airport Operations	\$ 474,820	\$ 387,494	\$ 435,252	\$ (47,757)	-11.0%
Insurance Expense	\$ 183,128	\$ 130,020	\$ 167,867	\$ (37,848)	-22.5%
ATCT Facility	\$ 54,432	\$ 31,547	\$ 49,896	\$ (18,349)	-36.8%
Customs Facility	\$ 248,478	\$ 59,125	\$ 227,771	\$ (168,646)	-74.0%
Marketing & Special Events	\$ 180,980	\$ 195,819	\$ 165,898	\$ 29,921	18.0%
Projects	\$ 448,839	\$ 87,098	\$ 411,436	\$ (324,338)	-78.8%
Total Operating Expenses	\$ 3,048,934	\$ 2,092,509	\$ 2,794,856	\$ (702,348)	-25.1%
Capital Outlay	\$ 35,000	\$ -			
Capital Improvement Program	\$ 3,661,644	\$ 914,758			
Total Capital Expenditures	\$ 3,696,644	\$ 914,758			



Boca Raton Airport Authority
Balance Sheet Summary
August 31, 2018
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 959,669	Accounts Payable	\$ 428,918
Receivables	\$ 118,849	Due to Other Governments	\$ 1,277
Due From Other Governments	\$ 287,877	Compensated Absences, short-term	\$ 29,306
Money Markets	\$ 361,192	Deferred Rent Income	\$ 89,816
Certificates of Deposit	\$ 7,014,981		
Certificates of Deposit, Restricted	\$ 182,146	Total Current Liabilities	\$ 549,318
Other Assets	\$ 152,180		
		Non-Current Liabilities	
Total Current Assets	\$ 9,076,894	Security Deposits	\$ 167,879
		Compensated Absences, long-term	\$ -
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 467,943		
Capital Assets		Total Liabilities	\$ 717,197
Land	\$ 1,791,886		
Avigation Easements	\$ 4,835,961	Capital	
Project in Progress	\$ 21,650,047	Florida Operations Trust Fund	\$ 267,950
Buildings	\$ 2,854,224	Retained Earnings	\$ 38,047,882
Land Procurement	\$ 955,070	Contributed Capital - Federal	\$ 317,029
Leasehold Improvements	\$ 8,220,981	Contributed Capital - State	\$ 6,430,281
Furniture, Fixtures, and Equipment	\$ 2,742,245	Net Income	\$ 627,132
Infrastructure	\$ 13,646,351		
Less Accumulated Depreciation	\$ (19,834,132)	Total Capital	\$ 45,690,274
Total Non-Current Assets	\$ 37,330,577	Total Liabilities & Capital	\$ 46,407,471
Total Assets	\$ 46,407,471		



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: September 26, 2018
RE: **Special Event – Atlantic Aviation**

AGENDA ITEM VIII - A

Airport Management has received a request from Atlantic Aviation and Sky One Holdings, LLC d/b/a Privaira to hold a special event on October 5, 2018 on their leasehold premises.

Privaira is seeking Authority approval to host Toasts, Tastes, and Trolleys in conjunction with the Boca Raton Historical Society and Museum. This event is a trolley tour through the city, which originates and terminates at the Boca Resort. The tour will include multiple stops, including Hangar 9. The guests will be on a trolley, therefore, no parking plan will be necessary. Insurance for the event has already been submitted and approved.

Airport Management recommends the approval of Resolution Number 09-24-18, granting approval to Atlantic Aviation to hold the Special Event on October 5, 2018.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 09-24-18

Resolution of the Boca Raton Airport Authority approving Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on October 5, 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, 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 (the "Lease");

WHEREAS, Boca Aviation subsequently assigned the Boca Aviation Lease, to Atlantic Aviation – Boca Raton, LLC, a Delaware limited liability company ("Atlantic"); and

WHEREAS, the Authority has received a request from Atlantic Aviation to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on October 5, 2018 (the "Request");

WHEREAS, the Request and the Special Event are consistent with Atlantic Aviation's Lease; and

WHEREAS, the Authority desires to approve the Request;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 26th DAY OF SEPTEMBER 2018, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Request.
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 09-24-18.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 09-24-18.

ADOPTED by the Boca Raton Airport Authority this 26th day of September 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

Letter of Request for Approval of Tenant Hangar Event

08/29/18

Clara Bennett, Executive Director

Boca Raton Airport Authority

903 NW 35th Street

Boca Raton Florida 33431

Clara,

I would like to formally request approval for an event on behalf of our tenant Privaira. The event will be held on October 5th, 2018. The event is "Toasts, Tastes, and Trolleys" and is in conjunction with the Boca Raton Historical Society and Museum. The event is a trolley tour through the city, which originates and terminates at the Boca Resort. The tour will include multiple stops, one of them being Hangar 9. Since all guests will be on a trolley, no parking plan will be necessary. The guests will enter street-side and will have no access to the ramp. There will be a few vendors present, in which all insurance will be verified and approved by the Airport.

Thank you for the consideration and let me know if you need anything else,



Devin Lawrence

General Manager – Boca Raton -BCT

T : 561.368.1110

M : 615.830.8026

E : Devin.Lawrence@AtlanticAviation.com





Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: September 26, 2018

RE: **Operations and Noise Abatement Report - August 2018**

AGENDA ITEM – IX- A

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

During the month of August 2018 there were 5,740 operations reported by the Tower, which is seventeen percent (17%) more than the operations reported in August 2017.

Deliveries of Jet A fuel to the Airport in August were twenty-eight percent (28%) more than August of the previous year. Avgas deliveries were six percent (6%) less than August of the previous year.

There were forty-one (41) noise calls by five (5) different households received on the Airport Authority Noise Hotline during the month of August 2018.

During the month of August 2018, seventy-six (76) aircraft cleared Customs from thirteen (13) different countries. In addition, fourteen (14) passengers on board five (5) vessels cleared Customs in August.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT

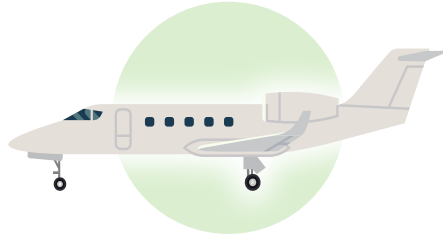


**AUGUST
2018**

AUGUST 2018 OPERATIONS REPORT



40%
TRAINING



26%
IFR



34%
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.



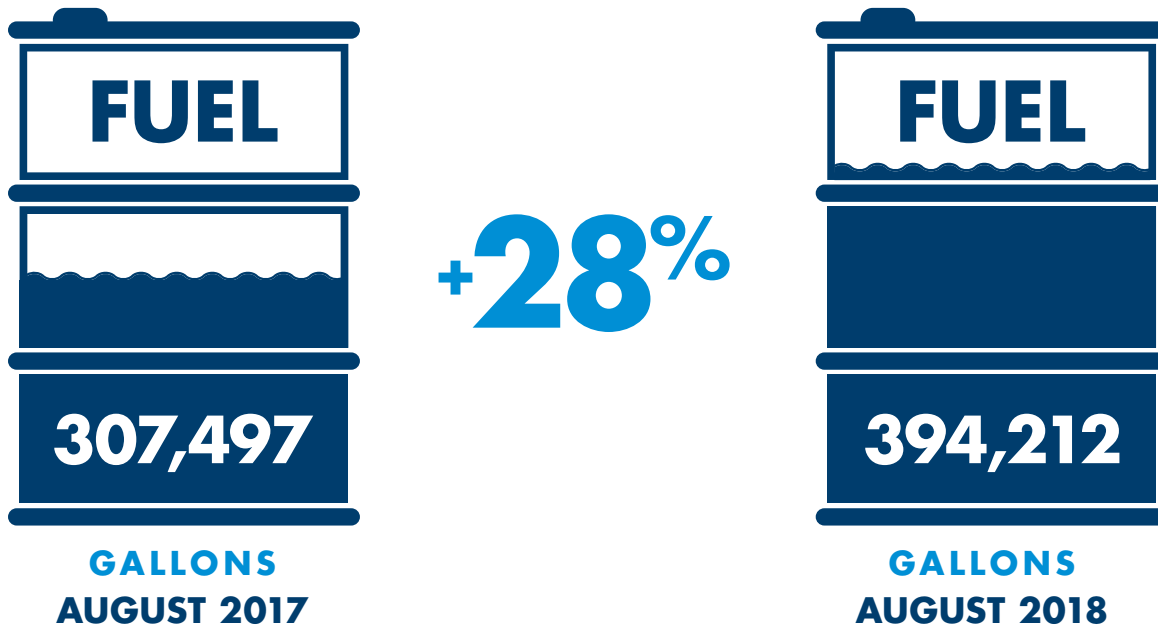
Chart 2: August 2018 operations compared to August 2017 tower operations.

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.*

AUGUST 2018

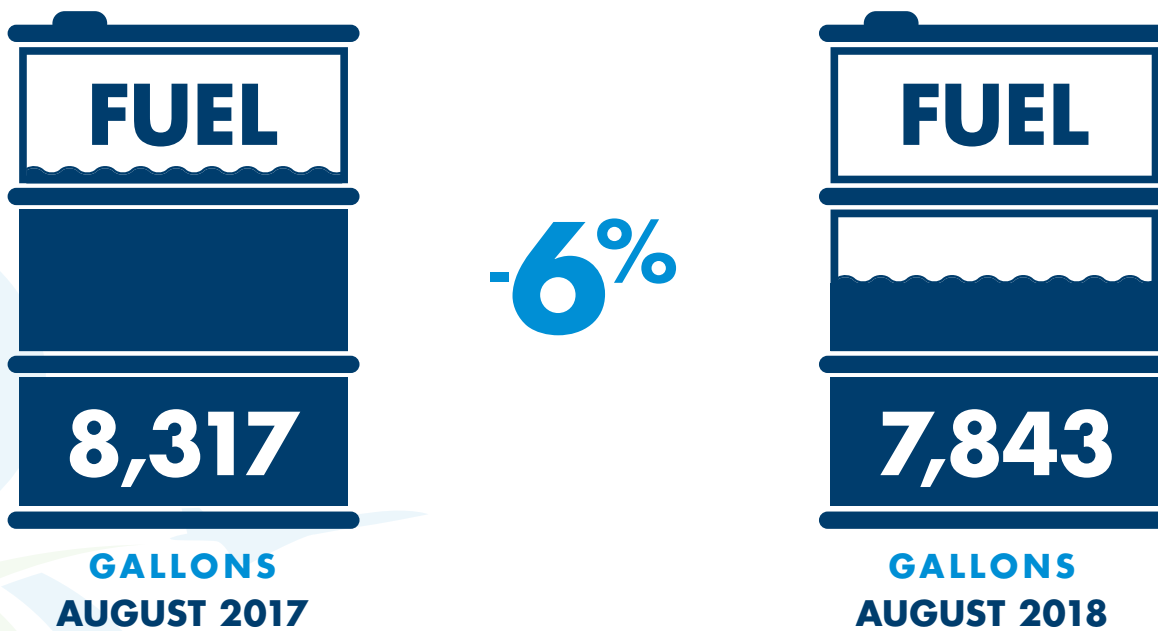
OPERATIONS REPORT



JET A FUEL REPORT

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

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



AVGAS FUEL REPORT

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

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

AUGUST 2018 NOISE ABATEMENT REPORT

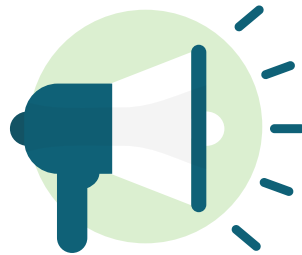
NOISE CONCERNS PER QUADRANT



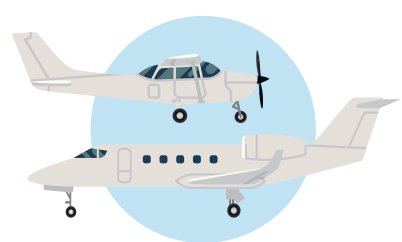
Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



0%
TFR



100%
NOISE



25%
TRAFFIC

TYPE OF CONCERN

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

AUGUST 2018

NOISE ABATEMENT REPORT

NOT FOLLOWING **VOLUNTARY**

CURFEW PROCEDURES

53
OPERATIONS



0%

DURING **TFR**

0 OUT OF 53

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.

AUGUST 2018

NOISE ABATEMENT REPORT

NIGHT OPERATIONS BY HOUR

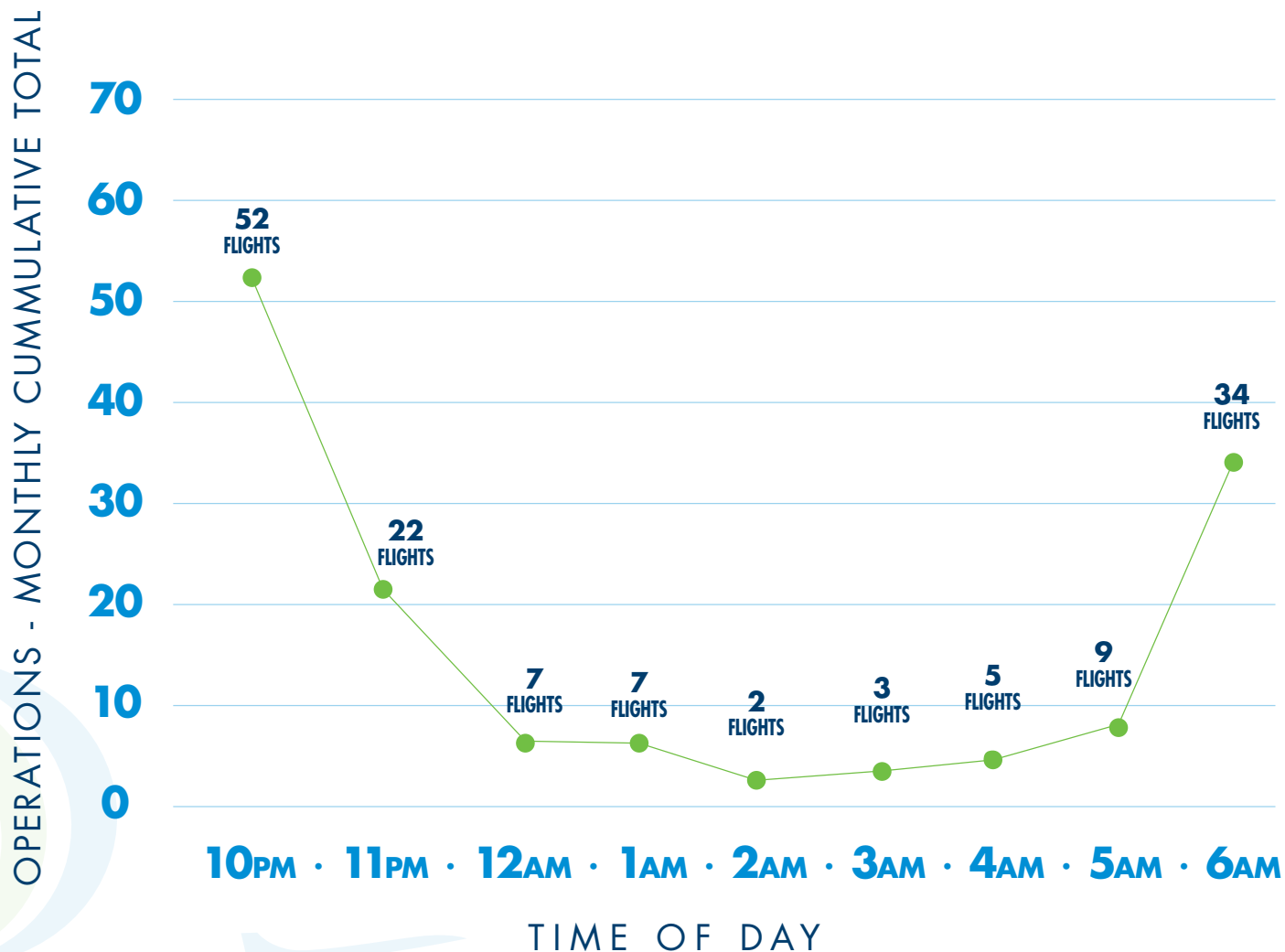


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in August 2018.

AUGUST 2018

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

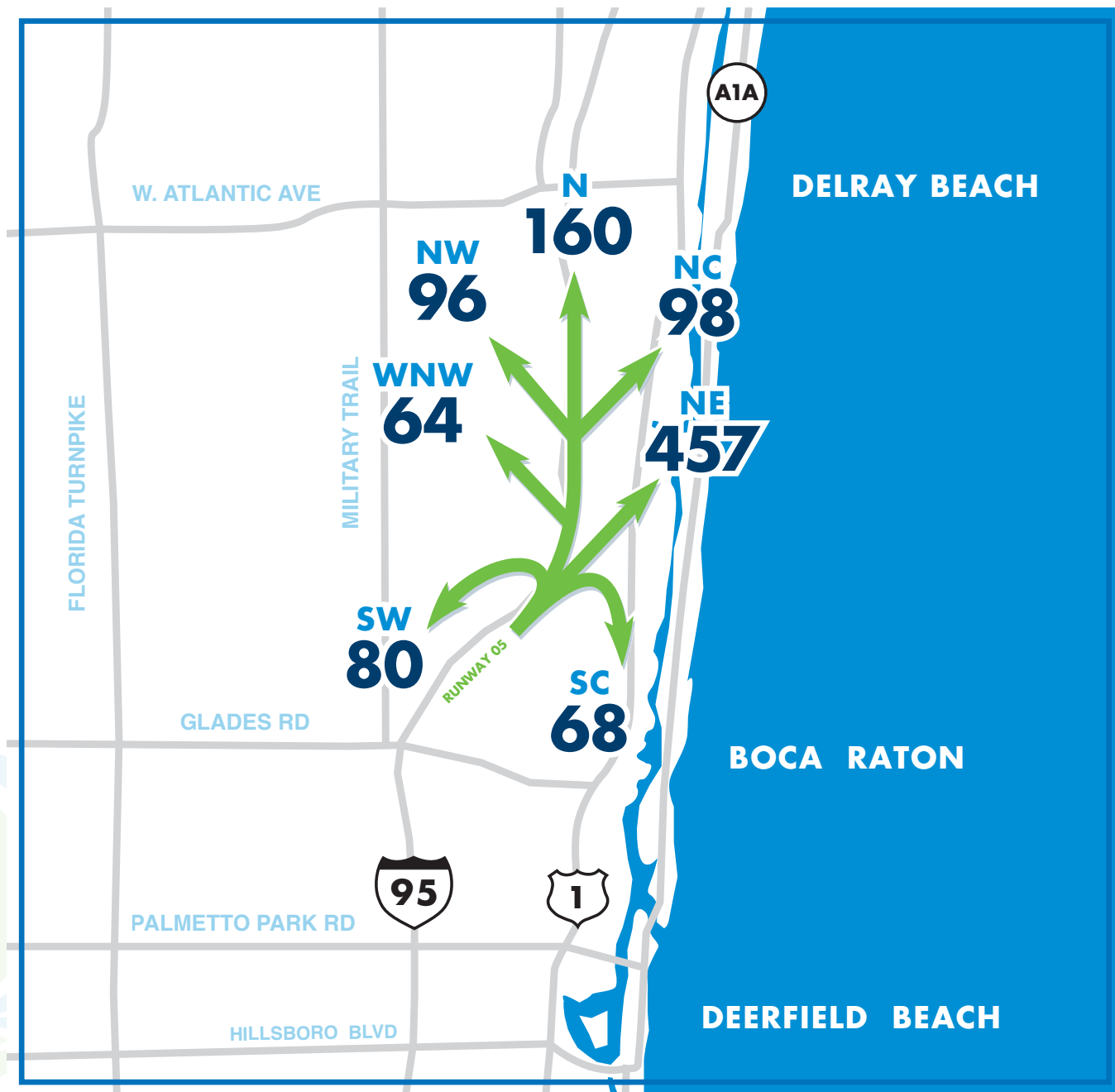


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

AUGUST 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, Voluntary Curfew	No	34
Stacy	Marcus	Timbercreek	C	A	5	J	N987HP	CL30	Noise	No	1
Sandra	Henderson	University Heights	C	O	N/A	P	UNK	UNK	Noise	No	1
Ilan	Mizrachi	N/A	B	D	5	N/A	N/A	N/A	Noise, Traffic	No	4
Jim	Warner	N/A	B	T	N/A	N/A	N/A	N/A	Noise	No	1

AUGUST 2018

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



PASSENGERS

Charts 10 & 11: Total operations ran and total passengers during the month of August 2018.

AUGUST 2018

CUSTOMS OPERATIONS REPORT



VESSELS

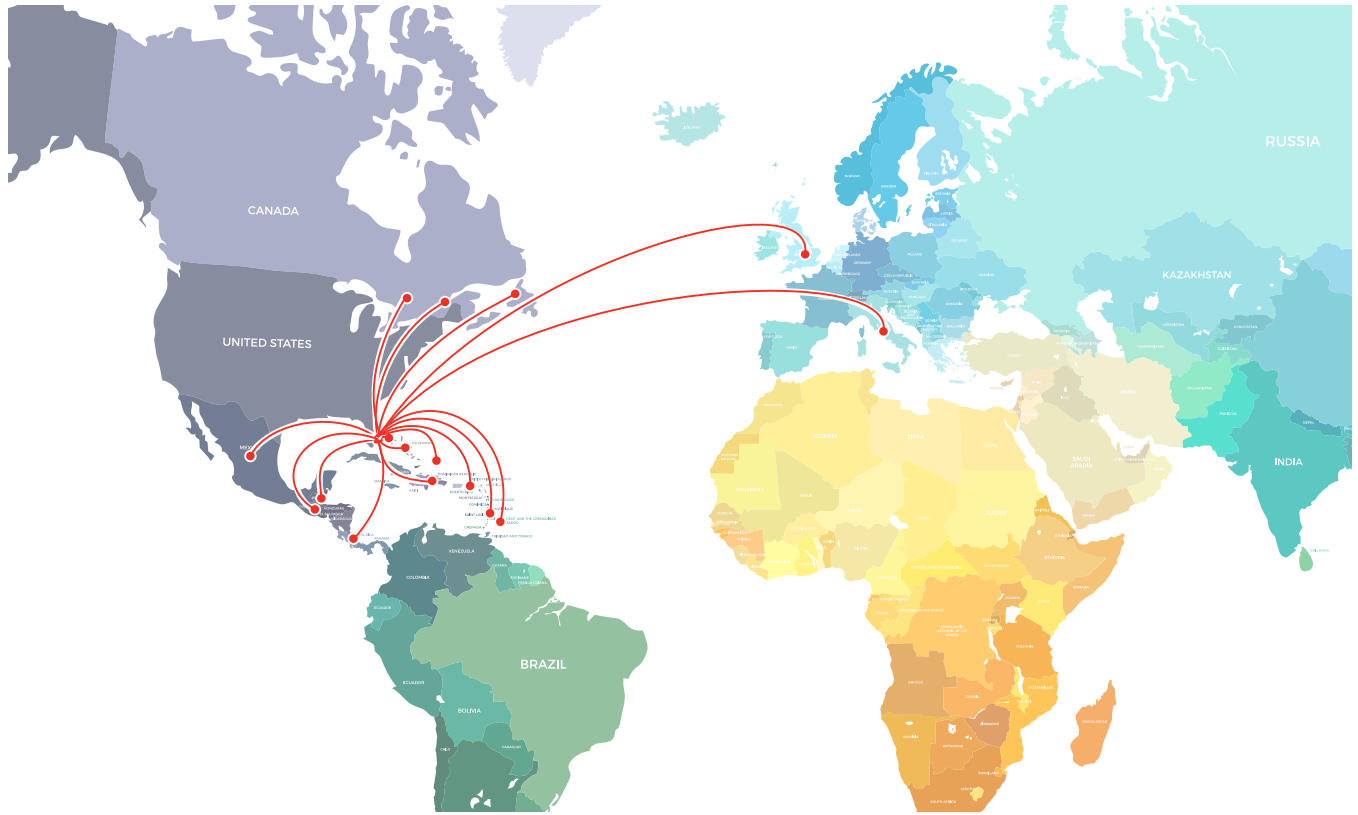


PASSENGERS

Charts 12 & 13: Total operations ran and total passengers during the month of August 2018.

AUGUST 2018

CUSTOMS OPERATIONS REPORT

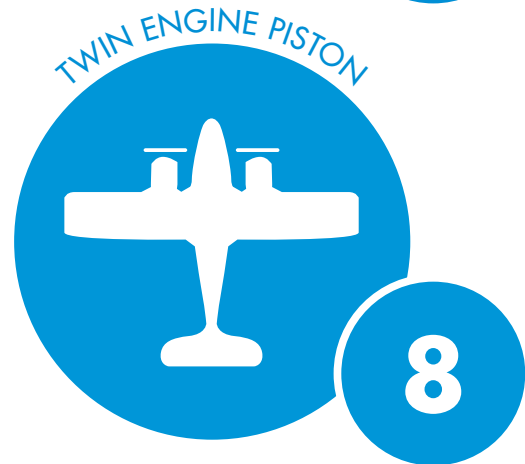


Country	No. of Flights
Bahamas	52
Canada	6
Dominican Republic	4
Turks and Caicos	3
Cayman Islands	2
Mexico	2
England	1
Italy	1
Guatemala	1
Belize	1
Costa Rica	1
Saint Lucia	1
Virgin Islands	1

Charts 14: Total flights into BCT mapped by country of the flight's origin.

AUGUST 2018

CUSTOMS OPERATIONS REPORT



Charts 15: Total operations by type of aircraft.



Memo

To: Mitchell Fogel, Chair and Authority Members

From: William Urbanek, Operations Coordinator

Date: September 26, 2018

RE: **Wildlife Hazard Management Plan Project Update**

AGENDA ITEM – IX - B

This project update is the culmination of the results from the yearlong Wildlife Hazard Assessment completed by Loomacres in 2014-2015. The findings of this assessment have been reviewed and incorporated into the draft of the Wildlife Hazard Management Plan presented for Board review.

Wildlife Hazard Management Plans and Assessments are important resources for airports due to continuous wildlife interference and safety concerns for all aircraft. To recognize existing threats, and mitigate potential future threats, this plan incorporates industry best practices and recommendations to reduce the risk of wildlife strikes to aircraft in and around the airfield.

Airport Management and Security will incorporate the recommended practices and procedures into daily airfield inspections. Documentation and records will be kept onsite for all wildlife sightings or incidents that occur to create an on-going history and trend analysis of local wildlife. In the event any major changes are noticed, Airport Management will take appropriate, recommended actions to mitigate any potential increased risks to aircraft safety.

The final step in the project phase will be submission to the FAA for approval. The plan will be considered finalized once approval has been signed off and any necessary revisions or edits are complete.

SEPTEMBER 2018

Boca Raton Airport

Wildlife Hazard Management Plan

Prepared for:

BOCA RATON AIRPORT AUTHORITY

Prepared by:

LOOMACRES Wildlife Management

Cody Baciуска, Airport Wildlife Biologist

Clayton Faidley, Airport Wildlife Biologist

Original Date: _____

FAA Approval: _____

Revision Date: _____

Ricondo & Associates, Inc. (Ricondo) and Loomacres Wildlife Management prepared this document for the stated purposes as expressly set forth herein and for the sole use of Boca Raton Airport Authority and its intended recipients. The techniques and methodologies used in preparing this document are consistent with industry practices at the time of preparation and this Report should be read in its entirety for an understanding of the analysis, assumptions, and opinions presented. Ricondo & Associates, Inc. is not registered as a municipal advisor under Section 15B of the Securities Exchange Act of 1934 and does not provide financial advisory services within the meaning of such act.

SIGNATORIES

The following Wildlife Hazard Management Plan (WHMP) for Boca Raton Airport has been reviewed and accepted by the Federal Aviation Administration. It shall be effective upon the date the WHMP is signed by both parties.

Airport Sponsor – Boca Raton Airport Authority

Date

Federal Aviation Administration

Date

Original Date:_____ Revision Date:_____ FAA Approval:_____

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LIST OF APPENDICES

Appendix A Checklist of Accomplished Goals

Original Date:_____ Revision Date:_____ FAA Approval:_____

1. INTRODUCTION

The Boca Raton Airport Authority (BRAA) recognizes the threat wildlife poses to aircraft operations, and the BRAA takes measures to minimize this threat. This Wildlife Hazard Management Plan (WHMP) presents requirements and procedures for preventing or reducing wildlife hazards at Boca Raton Airport (BCT or the Airport). This plan also identifies the key participants and individuals associated with the wildlife program at BCT and identifies the criteria by which the program will be evaluated.

The content of this document is intended to complement the 1-year Wildlife Hazard Assessment (WHA) completed in 2014–2015 by Loomacres Wildlife Management and approved by the Federal Aviation Administration (FAA) on May 25, 2016. The WHA fulfilled the requirements of subsections (a) and (b) of 14 Code of Federal Regulations (CFR) 139.337, whereas this WHMP fulfills requirements listed under subsection (e) of the same regulation. While BCT is not a Part 139 airport, the drafting of this WHMP was completed in accordance with the guidelines that have been established for Part 139 airports.

The FAA wildlife strike database indicates a total of 22 reported strikes at BCT were reported between 1990 and 2017. Of the 22 strikes reported at BCT, two strike events reported damages. The first strike with damage occurred September 23, 2014, when a BE-58 Baron (twin-engine piston aircraft) struck a single unknown small bird while on descent. The strike caused \$17,500 in damages to the aircraft. The second strike with damage occurred January 27, 2015. A Challenger 300 (business jet aircraft) struck a single hawk while on climb, causing \$1,200 in damage. The most recent documented strike occurred on September 26, 2015, occurred when a Citation X (business jet aircraft) hit between 2 and 10 egrets, resulting in precautionary landing due to engine ingestion.

1.1 BIRDS

A total of 2,075 individual birds of 38 different species were recorded during on-site surveys at BCT. Based solely on individuals, blackbirds (37 percent), raptors (19 percent), and columbids (doves/pigeons; 13 percent) were the most abundant guilds recorded at BCT. The boat-tailed grackle (*Quiscalus major*) was the species encountered the most during the surveys (423 individuals), while the European starling (*Sturnus vulgaris*) was the second most encountered bird (338 individuals). While the boat-tailed grackle does not rank in the top 50 most damaging species, the European starling does (FAA Advisory Circular [AC] 150-5200 32B). The starling is ranked at 25th.

Additional species that were observed in high abundance include: rock pigeon (*Columba livia*; 157 individuals), burrowing owl (*Athene cunicularia*; 204 individuals), American white ibis (*Eudocimus albus*; 156 individuals), vulture (*Cathartes aura*; 119 individuals), and mourning dove (*Zenaida macroura*; 114 individuals).

1.2 MAMMALS

A total of two individual mammals of two distinct species were recorded at BCT. A single domestic cat (*Felis catus*) was observed in September 2015, and a single raccoon (*Procyon lotor*) was recorded in August 2015.

Domestic cats can vary in size and weight, but they typically weigh between 6 and 12 pounds. Domestic cats will often traverse fields in search of food, such as mice and rats. Domestic cats do not pose a significant threat to aviation unless they are on a runway or taxiway. If domestic cat observations become more frequent, then BRAA staff should contact local animal control to address the situation. The lone raccoon observed on-site also poses a low threat to aviation; if increased numbers of raccoons are observed, then BCT staff will investigate the cause to make corrective adjustments. Raccoons on an airfield are typically searching for food. Given the amusement and gaming center on property, a raccoon would most likely dig through dumpsters for food.

Original Date:_____

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2. AUTHORITY

The Operations Manager shall be the Wildlife Control Officer at the Airport. The Wildlife Dispersal Unit shall be composed of the Airport Operations and security staff.

All individuals involved in implementing the WHMP will be trained by BRAA's designated Wildlife Hazard Management trainer(s) every 12 consecutive months, as required by the FAA.

- The Operations Manager will serve as the Wildlife Control Officer. This individual will be responsible for the oversight of the Airport's WHMP.
- The Airport Operations staff will conduct patrols for wildlife hazards, respond to wildlife hazards when necessary, and conduct wildlife harassment and control.
- Airport Security personnel (currently provided by a third-party contractor) will conduct patrols for wildlife hazards, respond to wildlife hazards when necessary, and conduct wildlife harassment and control.
- Airport Operations and Maintenance staff will conduct habitat management, install exclusion devices, repair the perimeter fence, and maintain vegetation on the Airport property.

Support Agencies:

FAA, Department of the Interior, U.S. Fish and Wildlife Service (USFWS), The Florida Fish and Wildlife Conservation Commission, the Army Corps of Engineers, and a qualified wildlife biologist.

Original Date: _____

Revision Date: _____

FAA Approval: _____

3. PRIORITIZED ACTIONS

3.1 WILDLIFE POPULATION MANAGEMENT

3.1.1 AVIAN

The Airport Operations staff will continue to monitor the wildlife activity monthly, both on and off the Airport (within 5 miles). The BRAA staff will use the protocol followed during the WHA.

Airport Operations staff at BCT will haze and depredate birds under permit when necessary.

The following avian species populations will be monitored and controlled as necessary: turkey vulture, American white ibis, fish crow (*Corvus ossifragus*), rock pigeon, mourning dove, European starling, boat-tailed grackle, and burrowing owl.

The burrowing owl is a protected species in Florida, and care must be taken to not injure or kill the burrowing owl under normal circumstances. However, if a burrowing owl is found nesting in a safety area (including the Runway Safety Area and Taxiway Safety Area), then BRAA staff would be covered under Florida Administrative Code (F.A.C) Rule 68A-9.012, which states the burrow may be collapsed. Burrowing owls must be either flushed or captured from the burrow before it can be filled in or collapsed.

TARGET COMPLETION DATE: Ongoing

3.1.2 REPTILE MANAGEMENT

Iguanas

Large iguanas (*Iguana spp.*) were observed around Airport property. This reptile is considered an invasive species in Florida and can be removed, without permit, if present on the airfield. It should not be allowed to loaf around the airfield. While many reptiles may not meet the minimum size requirements for strike reporting, many of the iguanas seen during the surveys were at least 2.2 pounds; if struck, they should be reported.

TARGET COMPLETION DATE: Ongoing

Gopher Tortoise

Outside the fence on land that belongs to Florida Atlantic University (FAU), a small population of gopher tortoises (*Gopherus polyphemus*) reside. The tortoise is protected in Florida, and any tortoise found on-site must be returned outside the perimeter fence as soon as possible (preferably in the wooded FAU property if authorized by the landowner). A direct line of communication should be established for any tortoise found on Airport property, so they may be returned safely to FAU. A direct line can include contact information such as a mobile or office phone line for any professor or land manager of the property. BCT staff have plans to bury additional fencing around the Airport. When funding becomes available, the section of fence along the FAU property should be completed first. This should prevent tortoises from accessing the Airport property.

TARGET COMPLETION DATE: Ongoing

Original Date: _____

Revision Date: _____

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3.1.3 LARGE MAMMALS

The Airport Operations staff will continue to monitor the presence of large mammals that are found at the Airport. This will be accomplished through nightly (at least 1 per shift) field checks to be completed by the Airport Security personnel (or security contractor). Airport Operations or the security contractor will also conduct a minimum of 1 spotlight survey per quarter following the spotlight survey methods developed during the WHA. However, regular patrols are conducted that will amount to more than 1 monthly survey (e.g., daily FAA-required movement area inspections).

TARGET COMPLETION DATE: Ongoing

Coyote

A coyote (*Canis latrans*) was observed shortly after the WHA was conducted. It was not seen during the WHA by an Airport biologist; it was observed by Airport staff. Coyote rank in the top 25 damaging animals and must be removed if encountered on Airport property. Airport Operations staff will monitor the perimeter fence for any locations where a coyote has dug under the fence, and they will fill in the holes as necessary. If a coyote is observed inside the fence, then a local trapper or animal control may be called. The area where the coyote dug will be filled in with millings, concrete, rip-rap, or rebar to prevent the animal from returning.

TARGET COMPLETION DATE: Ongoing

White-Tailed Deer

No white-tailed deer (*Odocoileus virginianus*) were sighted on Airport property during the WHA. If Airport personnel find a deer, then they will take immediate action to remove the animal from the Airport property.

TARGET COMPLETION DATE: Ongoing

3.1.4 SMALL MAMMALS

Small mammals are not considered to be a direct threat to aviation. However, their presence can attract larger predatory species, such as raptors and carnivorous mammals.

At BCT, the small mammal population was not significant during the WHA. However, the Airport Operations staff will continue to monitor the small mammal population at the Airport. Trapping will follow similar protocols to those used in the WHA. If small mammal populations increase, then BCT staff will investigate the appropriate means for reducing the population, such as using pesticide application or habitat management.

TARGET COMPLETION DATE: April 2019

Original Date: _____ Revision Date: _____ FAA Approval: _____

3.1.5 INSECTS

Insects are similar to small mammals in that they are not considered a direct threat to aviation. However, their presence can attract more hazardous species, such as blackbirds and swallows. The Airport Operations staff will monitor insect populations on the airfield through observations. If insect populations are found to be an attracting variable to wildlife, then BCT staff will investigate the appropriate means for reducing the population, such as using pesticide application or habitat management.

TARGET COMPLETION DATE: Ongoing

3.2 HABITAT MODIFICATION

3.2.1 VEGETATION MANAGEMENT

The priorities of habitat management include grass maintenance to reduce cover for flocking birds, as well as overgrown grass and shrub reduction to remove cover for wildlife. Dense vegetation will be removed from drainage ditches.

TARGET COMPLETION DATE: Ongoing

3.2.2 OFF-SITE VEGETATION MANAGEMENT

The BRAA recognizes the importance of understanding the potential hazards that exist at off-site locations surrounding the Airport. During the WHA, several areas surrounding the Airport were identified to be attractive to hazardous wildlife. The BRAA has established procedures to reduce the hazards created at these off-Airport sites.

The Airport Operations staff will work with the local zoning boards of the surrounding communities to prevent the introduction of wildlife attractants. If a new development is being installed within 10,000 feet of BCT property, then BCT staff shall attempt to ensure no attracting habitats or vegetation are planted. Off-site attracting habitats can be golf courses or parks. If the BRAA learns of a possible attracting habitat, then Airport staff should make efforts to have non-wildlife-attracting vegetation planted.

The BRAA may also establish an open line of communication with the property owners and inform them of the responsibility the BRAA has to reduce hazards to aviation, such as through an annual wildlife meeting. The following properties are top priority based on their distance to BCT: Pondhawk Nature Area and Spanish River Library Blue Pond and the Windwood Housing Community. Both locations are within 10,000 feet of the Airport and, as described in AC 150/5200-33B, can be attractive habitats to wildlife.

TARGET COMPLETION DATE: Ongoing

3.2.3 TREE MANAGEMENT

Several trees were observed inside the perimeter fence at BCT. Trees can serve as refugia for many animals. Birds will use them to perch and nest. Airport Operations staff should attempt to remove or manage the trees or investigate installing netting over them to prevent the trees from becoming a hazard.

TARGET COMPLETION DATE: Ongoing

Original Date: _____

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3.2.4 GRASS MANAGEMENT

Airport Operations staff will attempt to maintain grass levels at the Airport between 6 and 12 inches, as recommended by the FAA. Ditches and areas that are difficult to mow should be maintained as often as possible. It is important that after construction projects are completed, non-wildlife-attracting vegetation be planted. Airport staff should avoid all legumes (e.g., red clover) and grains (e.g., millets), which are attractive to a variety of wildlife species, including the mourning dove and rock dove.

TARGET COMPLETION DATE: Ongoing

3.2.5 BUILDING INSPECTIONS

Airport Operations staff will inspect all BCT-owned buildings twice a year for nesting and roosting birds. If found, Airport staff or a designated representative will remove the offending birds. Bird netting or anti-perching devices shall be subsequently installed to prevent the birds from returning to the area in the future. All buildings will have gaps or holes sealed on all exterior surfaces to prevent nesting birds.

TARGET COMPLETION DATE: Ongoing

3.2.6 BUILDING NEST REMOVAL

Birds of concern for nesting in hangars are European starlings and rock doves. Rock doves (pigeons) were observed in some hangars. To the extent practical, these nests must be removed. Also, the birds are nonnative, and no permit is required to remove them. Airport staff should work with tenants and inform them of their options to remove or relocate the problem birds.

TARGET COMPLETION DATE: December 2018

3.2.7 OUTREACH TO FIXED-BASE OPERATOR / GENERAL AVIATION TENANTS

Airport Operations staff will advise all tenants of the hazards nesting/roosting birds pose to aircraft. The BRAA will encourage the tenants to conduct regular inspections of their buildings and will provide information for nest removal and exclusion. This includes urging tenants to keep hangar doors and windows closed during all times of nonuse.

TARGET COMPLETION DATE: December 2018

3.2.8 PERIMETER FENCE

Large mammals were not observed around the airfield during the WHA surveys. The Airport perimeter fence is currently 7 feet tall, with 1 foot of barbed wire for a total of 8 feet. On the east side of the airfield, a section of perimeter fencing has a buried skirt. Airport Operations staff have plans to add a buried skirt to the rest of the fence in the future when funding is available. To the extent practical, the installation of new fencing should follow guidelines provided by the FAA in Part CertAlert 16-03, *Recommended Wildlife Exclusion Fencing*, regarding proper fence heights and buried portions preventing dig-outs. To aid in monitoring the perimeter fence, Airport Operations staff should also maintain the perimeter road around the airfield. This perimeter road will allow BCT staff to routinely

Original Date: _____

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monitor the fence line for any gaps or holes. Vegetation along the fence line should be regularly maintained, with at least a 10-foot buffer cleared on the outside of the fence. The buffer will allow for easy access for monitoring and will help prevent damage from fallen trees on the fence.

TARGET COMPLETION DATE: **Fall 2021**

3.2.9 WATER MANAGEMENT

The ditches at BCT and any temporary standing water are low attractants. The existing ditches are properly maintained and do not pose a significant attract. After rain events, any temporary standing water present will be monitored for any wildlife that may attempt to utilize it.

According to the FAA guidelines, all bodies of standing water on Airport property should be removed to prevent attracting wildlife. Pondhawk Natural Area and Spanish River Athletic Park are the closest bodies of water to BCT. While birds sitting on these bodies of water do not pose a threat, when they travel from the location to another location they are a hazard to aviation. Airport Operations staff should monitor the ponds for any large flocks of birds, particularly waterfowl, that may be utilizing them. Once a quarter, BCT operations staff should visit each off-site survey location from the WHA to assess the wildlife present. If large numbers of birds are present, then adjustments to flight patterns should be investigated.

TARGET COMPLETION DATE: **Ongoing**

All drainage ditches on Airport property should be kept clear of major vegetation (brush and/or trees). They will subsequently be mowed as often as possible to prevent the reestablishment of tall vegetation. When they have standing water, they should be patrolled daily to identify wildlife using them. These animals should be harassed or removed when found. To further reduce the buildup of cover and the collection of water, BCT staff may line all drainage ditches with rip-rap to improve drainage and to reduce wildlife access to standing water.

TARGET COMPLETION DATE: **Ongoing**

3.3 FUTURE ON-AIRPORT CONSTRUCTION PROJECTS REVIEW

Airport Operations staff will have all new construction projects reviewed by a consultant of BRAA's choosing to ensure the construction process and results will not create a wildlife hazard. Plans will be evaluated during preconstruction review.

TARGET COMPLETION DATE: **To Be Implemented for Every New Construction Project at the Airport**

Once the construction project is complete, non-wildlife-attracting vegetation should be planted where needed. All legumes should be avoided (e.g., red clover), since they are attractive to a variety of wildlife species, including white-tail deer and Canada geese.

TARGET COMPLETION DATE: **To Be Implemented for Every New Construction Project at the Airport**

Original Date: _____

Revision Date: _____

FAA Approval: _____

During active construction projects, Airport Operations staff and/or the Resident Project Representative will monitor the contractor's activities to ensure their actions do not create any unintended wildlife hazard.

TARGET COMPLETION DATE: **To Be Implemented for Every New Construction Project at the Airport**

Any areas of exposed soils or unnecessary gravel will be seeded and revegetated to reduce any attractions to blackbirds or killdeer. Staff will monitor areas being reseeded for wildlife. Any wildlife observed will be immediately dispersed.

TARGET COMPLETION DATE: **Ongoing**

Original Date:_____ Revision Date:_____ FAA Approval:_____

4. PERMITS

Requirements for wildlife control permits from local, state, and federal agencies are discussed in the subsections below.

4.1 FEDERAL PERMITS

The BRAA possesses a federal migratory bird depredation permit issued by the USFWS. This permit allows the lethal removal of migratory birds should the need arise. It is recommended that the BRAA maintain one of these permits from the USFWS. This permit will be needed when BCT staff must follow nonlethal harassment with lethal control of migratory birds. Any migratory bird taken under this permit must be reported to the USFWS 30 days prior to the expiration date of the issued permit.

4.2 STATE PERMITS

The state of Florida has issued F.A.C. 68A-9.012 for airports. It allows for the taking of wildlife that are deemed a hazard to aviation. The BRAA will use this rule for any wildlife that potentially cause a wildlife strike or hazard to aviation. All animals taken under this permit must be reported to the Florida Fish and Wildlife Conservation Commission.

Original Date: _____ Revision Date: _____ FAA Approval: _____

5. RESOURCES

Resources that will be available for the identification and dispersal of wildlife are discussed in the subsections below.

5.1 PERSONNEL

Airport Operations and security (through a third-party contractor) personnel are available 24/7 to respond to wildlife hazards. These staff will assist in habitat management when needed.

Airport Maintenance personnel (or a third-party contractor) will conduct habitat modification and fence repairs during regular business hours.

Protocols for contacting Airport Operations staff and security to disperse wildlife during regular business hours or after hours will include phone numbers provided to Air Traffic Control Tower (ATCT) staff, Airport tenants (inside and outside the Airport Operations Area), and nearby landowners. Airport Operations staff will distribute contact information to the previously mentioned individuals with the direction to contact someone if wildlife is observed on Airport property.

5.2 VEHICLES

Airport vehicles regularly operating on the airfield will be equipped with the equipment noted in the following subsection. The following list of items are to be included in all vehicles or at minimum, employees have access to for the control and dispersal of wildlife.

- pavement brooms
- bird strike collection kits
- bird identification book
- gloves
- binoculars
- fire extinguishers
- safety glasses
- spotlight
- ear protection

The equipment will be acquired through legal vendors.

6. WILDLIFE CONTROL PROCEDURES

6.1 ASSIGNMENT OF DUTIES

Airport Operations Department Personnel

Airport Operations personnel are responsible for carrying out daily wildlife management activities. In addition, these staff assist in habitat modification, exclusion repair, and foreign-object debris (FOD) removal.

Airport Maintenance Personnel

Airport Maintenance personnel (through a third-party contractor) are responsible for maintaining vegetation on the airfield. Staff will also conduct fence repairs, additional habitat modification, and FOD removal.

Airport Security Personnel

Airport Security personnel (through a third-party contractor) will provide security to the Airport night and day. BRAA Operations staff and Airport Security personnel will be responsible for wildlife dispersal of any observed or reported wildlife on Airport property and will be trained on proper wildlife identification and effective methods of dispersal.

6.2 INSPECTIONS

The conduct of physical inspections of the movement area and other areas critical to wildlife hazard management sufficiently should be conducted in advance of aircraft operations to allow time for wildlife controls to be effective.

- Airport Operations and Security personnel will monitor the entire Airport Operations Area periodically for wildlife and attractants.
- Airport Operations and Security personnel will monitor taxiways and ramp areas for wildlife and attractants.
- Security personnel will conduct a full-length inspection of the runways twice daily, including the area within 250 feet of the centerline of both runways.

6.3 DOCUMENTATION

Airport Operations and Security personnel will diligently document wildlife strikes and wildlife management actions. Personnel will accurately document type, number, and location of birds seen, as well as document the action taken, the results, and other appropriate information. In each vehicle used for inspections, there will be a paper form to fill out with the previous information. The form will then be entered into an electronic database for accessibility.

Each Airport vehicle assigned for wildlife will be equipped with a clipboard, data sheets, binoculars, field guides, and bird strike collection kits. Wildlife sightings, population information, and incidents will be recorded, and the records shall be kept in the Airport Operations Office. Records of lethal efforts will also be maintained in the Airport Operations Office, and they will also be reported to the proper agencies.

Proper identification helps airport operators tailor their wildlife management plans to more effectively reduce wildlife hazards. If the species of a carcass cannot be determined, then it will be submitted to the Smithsonian Institution Feather Lab for proper identification.

Original Date: _____

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FAA Approval: _____

7. WILDLIFE CONTROL MEASURES

7.1 BIRD CONTROL

- Airport Operations and Security personnel will check the airfield for wildlife activity throughout each day.
- Airport Operations Department personnel will haze birds and eliminate birds under permit when necessary.

7.2 MAMMAL CONTROL

Airport Operations Department personnel will remove any mammal that poses a hazard to aviation.

7.3 AIR TRAFFIC CONTROL COMMUNICATION

The ATCT at BCT operates between 0700 and 2300. All vehicles assigned to wildlife control have operational two-way radios for communication with the ATCT via the Common Traffic Advisory Frequency.

These vehicles have a rotating overhead beacon for visibility. All personnel assigned to these vehicles are trained in proper radio communication with ATCT, and they are familiar with aeronautical operations.

Individuals conducting wildlife control activities on Airport property will coordinate with the ATCT to ensure their activities do not inadvertently cause a wildlife strike.

8. REVIEW OF WILDLIFE HAZARD MANAGEMENT PLAN

8.1 PERIODIC EVALUATION AND REVIEW OF THE WILDLIFE HAZARD MANAGEMENT PLAN

Every 12 consecutive months, a meeting will be held with the following department representatives:

- Manager of Operations or Designated Representative
- Operations Personnel
- Maintenance Personnel
- Security Personnel
- Other Agencies (as needed)
- Airport Tenants

This meeting will be held to determine the goals and effectiveness of the current WHMP.

In the event of a triggering event, the Wildlife Coordinator or Airport Biologist will review the WHMP to determine whether the WHMP must be updated.

Original Date: _____

Revision Date: _____

FAA Approval: _____

8.2 MANAGEMENT PLAN EFFECTIVENESS

Criteria to measure the effectiveness of the WHMP include the following:

- The BRAA should hold an annual meeting to review the WHMP with the Wildlife Hazard Working Group. During this meeting, attendees will have the opportunity to discuss what can be improved upon, what is working, and what can be added to the WHMP.
- The BRAA should address each recommendation included in the WHA and WHMP, making a documented effort to implement them when conditions warrant.
- Personnel should meet their designated responsibilities per the discretion of the Manager of Operations. Examples include filling out appropriate forms, reporting strikes, mitigating hazards, and attending trainings.
- Any change in the presence of any bird guild based on standardized seasonal observations and compared to the WHA.
- The BRAA should establish an open line of communication with third-party security personnel. This line of communication will be used to provide updates between the BRAA and security personnel for wildlife activities. Furthermore, security personnel will provide weekly/monthly updates on harassment and abatement.
- The BRAA should continue to monitor the number of reported bird strikes and should work with relevant employees, such as maintenance and security personnel, who could potentially observe a bird strike or the result of a bird strike to increase the reporting rate. This action could initially increase the number of reported bird strikes.

8.3 ASPECTS TO REEVALUATE

The effectiveness of the measures implemented to reduce or eliminate the wildlife hazards will be evaluated annually.

Any marked increases in the number of any one species of wildlife on the Airport property may require the BRAA to reevaluate its WHMP practices.

An increase in the number of damaging wildlife strikes at BCT may additionally require management to amend its policies, as outlined in this WHMP.

Changes in land-use practices and/or proposed construction on or around the Airport should prompt Airport personnel to reevaluate the current management plan to ensure no new hazards are created.

Original Date: _____

Revision Date: _____

FAA Approval: _____

9. TRAINING

The BRAA will have at least one Airport staff trained as a Wildlife Hazard Management trainer. Staff identified and trained as trainers will develop, coordinate, and oversee all wildlife training efforts at the Airport. Once training staff are trained, they will develop an annual training curriculum for all Airport Operations and security staff. This curriculum will follow the direction of AC 150/5200-36A: Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports. Training for all trainers and wildlife management staff will be conducted annually.

The BRAA will maintain a list of individuals who attend each session and will require documentation from the instructor that demonstrates both their qualifications and the curriculum meet the requirements of the AC.

Original Date:_____ Revision Date:_____ FAA Approval:_____

[illegible]

Wildlife Hazard Management Plan



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: September 26, 2018
RE: **BRAA Procurement Code Amendment**

AGENDA ITEM – IX - C

A proposed amendment to the Boca Raton Airport Authority Procurement Code is attached for Board consideration. The amendment was precipitated by the issuance of Office of Management and Budget Uniform Guidance 2 CFR 200, which provides regulatory guidance for federal government grants.

Airport Management recommends approval of Resolution 09-25-18 authorizing an amendment to the BRAA Procurement Code.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-25-18

A Resolution of the Boca Raton Airport Authority amending the Boca Raton Airport Authority Procurement Code

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, and maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, on May 16, 2007, the Authority adopted Resolution Number 05-09-07, which enacted the Boca Raton Airport Authority Procurement Code (the "Procurement Code");

WHEREAS, on June 20, 2007, pursuant to Resolution No. 06-11-07, on November 15, 2007, pursuant to Resolution No. 11-26-07, on May 20, 2009, pursuant to Resolution No. 05-15-09, on May 19, 2010, pursuant to Resolution No. 05-15-10, on November 17, 2010, pursuant to Resolution No. 11-60-10, on June 15, 2011, pursuant to Resolution No. 06-30-11, on July 20, 2011, pursuant to Resolution No. 07-41-11, on October 16, 2013, pursuant to Resolution No. 10-52-13, on April 16, 2014, pursuant to Resolution No. 04-18-14, on May 20, 2015, pursuant to Resolution No. 05-24-15, on July 13, 2016, pursuant to Resolution No. 07-19-16, the Authority amended the Procurement Code; and

WHEREAS, Authority's External Auditor recommends revisions to the Procurement Code to incorporate changes to Office of Management and Budget Uniform Guidance 2 CFR 200.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 26th DAY OF SEPTEMBER 2018, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated into this Resolution as the legislative intent of the Authority.
2. The Authority hereby amends the Procurement Code as provided in Exhibit "A" to this Resolution.
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 09-25-18.
4. The Chair or Vice-Chair of the Authority is hereby authorized to execute this Resolution Number 09-25-18.

ADOPTED by the Boca Raton Airport Authority, this 26th day of September 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



PROCUREMENT CODE

Originally Adopted

May 16, 2007, Resolution No. 05-09-07

Amendments

June 20, 2007, Resolution No. 06-11-07
November 15, 2007, Resolution No. 11-26-07
May 20, 2009, Resolution No. 05-15-09
May 19, 2010, Resolution No. 05-15-10
November 17, 2010, Resolution No. 11-60-10
June 15, 2011, Resolution No. 06-30-11
July 20, 2011, Resolution No. 07-41-11
October 16, 2013, Resolution No. 10-52-13
April 16, 2014, Resolution No. 04-17-14
May 20, 2015, Resolution No. 05-24-15
July 13, 2016, Resolution No. 07-19-16
September 26, 2018, Resolution No. XX-XX-18

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Section 1. Definitions.

As used in this part, the term:

(1) "Alternative solicitation methods" includes all solicitation methods other than an Invitation to Bid.

(2) "Appointed QEC Member" means a person with specific experience or education related to the commodity or contract service being sought by competitive solicitation who is appointed to be a member of a QEC by the Executive Director. An Appointed QEC Member may be (a) an Authority employee; (b) a volunteer that is an employee of an airport that is a member of the Florida Airports Council; or (c) a volunteer that is an employee of a State of Florida agency, political subdivision, municipality or special district. If the Authority is procuring Design Professional Services, the Executive Director may retain a Design Professional in the same field as the Design Professional Services being sought by the Authority to be an Appointed QEC Member. Except for Authority employees, Appointed QEC Members serving on a QEC will be reimbursed by the Authority for expenses incurred as a result of serving on the QEC.

(3) "Auditor" is defined as provided in Section 218.31(15), Florida Statutes, as it may be amended from time to time.

(4) "Authority" means the Boca Raton Airport Authority.

(5) "Best price" means the best overall price for the Authority based on objective factors that include, but are not limited to, price, quality and design.

(6) "Best value" means the highest overall value to the Authority based on objective and subjective factors that include, but are not limited to, price, quality, design, workmanship, aesthetics and image, coherence with the surrounding community, originality and functionality.

(7) "Board" means the Members of the Boca Raton Airport Authority.

(8) "Commodity" means any of the following: various supplies, materials, goods, merchandise, food, equipment, information technology, vehicles, motor vehicles and other personal property, including a mobile home, trailer, or other portable structure.

(9) "Competitive sealed bids," "competitive sealed proposals," or "competitive sealed replies" means the process of receiving three or more sealed bids, proposals, or replies submitted by responsive vendors.

(10) "Competitive solicitation" means an invitation to bid, a request for proposals, a request for letters of interest, a request for qualifications or any other solicitation method that allows all qualified persons, firms or entities to submit a response that will be evaluated on the basis of either Best Price or Best Value if the response is determined to be Responsive and the person, firm or entity is determined to be a Responsible.

(11) "Competitive verbal solicitation" means the process of receiving three or more verbal bids, proposals or replies from responsive venders.

(12) "Contractor" means a person who contracts to sell commodities or contractual services to the Authority.

(13) "Contractual services" means the rendering by a contractor of its time and effort pursuant to a contract, rather than the supplying of specific commodities; however, contractual services may include the provision of commodities in conjunction with the service provided. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, legal, research and development studies or reports on the findings of consultants, technical and social services, construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property.

(14) "Design Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Design Professional Services also includes the Airport's General Consultant of Record and "consultant services" as defined or described in Federal Aviation Administration Advisory Circular 150/5100-14E dated September 25, 2015, as it may amended or superseded from time to time.

(15) "Electronic posting" or "electronically post" means the posting of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the Authority for this purpose.

(16) "Exempt meetings" means QEC meetings or portions of Board meetings in which respondents to Competitive Solicitations make presentations or answer questions, or at which negotiation strategies are discussed.

(17) "Grant Assurances" means the version of the Grant Assurances for Airport Sponsors in effect at the time of competitive solicitation.

(18) "Information technology" has the meaning ascribed in Section 282.0041, Florida Statutes, as it may be amended from time to time.

(19) "Invitation to bid" means a written solicitation for competitive sealed bids. The invitation to bid is used when the Authority is capable of specifically defining the scope of work for which a contractual service is required or when the Authority is capable of

establishing precise specifications defining the actual commodity or group of commodities required.

(20) "Executive Director" means the Executive Director, or his or her designee by written designation, provided that the designee must be an employee of the Authority.

(21) "Piggyback" or "Piggybacking" means procurement of goods and/or services by relying upon the terms and conditions of a contract made between another government entity and a vendor that was awarded the contract pursuant to a competitive solicitation.

(22) "Piggybacked Contract" means the contract on which the Authority wishes to piggyback.

(23) "Piggybacked Solicitation" means the competitive solicitation pursuant to which the Piggybacked Contract was made.

(24) "Procurement Code" means the Procurement Code for the Boca Raton Airport Authority originally adopted pursuant to Resolution Number 05-09-07, as it may be amended from time to time.

(25) "Professional Services" means any legal, accounting, engineering, architectural, insurance brokerage, marketing, advertising, human resources or consulting services, and includes Design Professional Services.

(26) "Proposer" means any person or entity that responds to a competitive solicitation issued by the Authority.

(27) "Qualifications Evaluation Committee" or "QEC" means a committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members..

(28) "Qualifying Project" is defined as provided in Section 255.065(1)(i), Florida Statutes, as it may be amended from time to time.

(29) "Renewal" means contracting with the same contractor for an additional contract period after the initial contract period.

(30) "Request for Letters of Interest" or "RLI" means a competitive solicitation method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications, a statement of their interest in performing the specific job or service and any other information requested by the Airport as a part of its shortlisting process, in conjunction with a proposal for the cost and/or price elements of the offer. From these Letters of Interest, the Executive Director determines which vendors are responsive to the RLI and those vendors shall be "shortlisted." The shortlisted vendors will be interviewed, evaluated and ranked. Notwithstanding the foregoing, this process may be

varied by the terms and conditions of any RLI to suit the specific procurement needs of the Authority.

(31) "Request for Proposals" or "RFP" means a written solicitation for competitive sealed proposals. The method of solicitation is used when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation.

(32) "Request for Qualifications" or "RFQ" means a written solicitation for statements of qualification based on a respondent's qualifications and experience for a prescribed scope of professional services. This method of solicitation is used when professional skill and knowledge is the paramount concern of the Authority in seeking assistance from a contractor. An RFQ may not be used to procure goods, but may be used to procure services, other than Professional Services, only if approved by the Authority by resolution. The process of an RFQ involves the initial development of a Scope of Services, by the QEC. Once the Authority has received qualifications in accordance with the terms and conditions of the RFQ, the QEC shall convene to review each respondent's qualifications and experience, and then the QEC shall rank the respondents based on the qualifications and experience best suited to the RFQ's Scope of Services. After ranking, the Airport Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest-ranked respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked respondent within 30-days of ranking, the Airport Executive Director shall terminate negotiations with that respondent, and commence negotiations with the next-highest ranked respondent. If the RFQ is issued to procure Airport Legal Counsel services, then the Authority shall retain special counsel to act in place of the Airport Legal Counsel in negotiating an agreement for such services. The procurement of special counsel to negotiate an agreement with Airport Legal Counsel is exempt from this Procurement Code.

(33) "Responsible" means that a vendor has the capability in all respects to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance.

(34) "Responsive" means a response to a solicitation that conforms in all material respects to the solicitation.

(35) "Comprehensive Agreement" is defined and described in Section 255.065(7), Florida Statutes, as it may be amended from time to time.

(36) "Interim Agreement" is defined and described in Section 255.065(6), Florida Statutes, as it may be amended from time to time.

(37) "Service Contract" means a contract between the Authority and a private entity which defines the terms of the services to be provided with respect to a Qualifying Project offered to the Authority through an Unsolicited Proposal.

(38) "Unsolicited Proposal" means a written application for a new or innovative idea submitted to the Authority on the initiative of the offeror for the purpose of obtaining a contract with the Authority, and is not in response to a request for proposal.

Section 2. Purchasing Categories

The following purchasing categories are hereby created:

- (1) CATEGORY ONE: Less than \$10,000;
- (2) CATEGORY TWO: Greater than or equal to \$10,000 and less than \$20,000;
- (3) CATEGORY THREE: Greater than or equal to \$20,000 and less than \$50,000; and
- (4) CATEGORY FOUR: Greater than or equal to \$50,000.

Section 3. Procurement of Professional Services.

(1) The Authority shall procure Design Professional Services through a Request for Qualifications consistent with the requirements of U.S. Department of Transportation Federal Aviation Administration Advisory Circular No. 150/5100-14E, as it may be amended from time to time.

(2) The Authority shall procure the services of an Auditor as provided in Section 218.391, Florida Statutes, as it may be amended from time to time.

(3) The Authority shall procure the services of Airport Legal Counsel through the use of a Request for Qualifications.

(4) The procurement of Special Legal Counsel (as opposed to Airport Legal Counsel) may be procured by the Executive Director, and taken to the Authority Board at the next regularly scheduled meeting for ratification.

Section 4. Procurement of commodities or contractual services

(1)(a) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY ONE may be awarded at the Executive Director's discretion.

(b) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY TWO may be awarded by the Executive Director through competitive verbal solicitation. A verbal solicitation shall be made available to at least three vendors and must include sufficient detail in describing the commodities or contractual services sought to allow the vendor to submit a

response, the time and date for the receipt of the verbal bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

(c) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY THREE may be awarded by the Executive Director through competitive solicitation. Such solicitation shall be made available simultaneously to at least three vendors, and must include a description of the commodities or contractual services sought, the time and date for the receipt of the bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

(d) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be awarded by the Board through competitive solicitation. Such solicitation shall be made available simultaneously to all vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of bids and of the public opening, all contractual terms and conditions applicable to the procurement, the criteria to be used in determining acceptability of the bid, and the relative importance of price and other evaluation criteria. If the Authority contemplates renewal of the contract, that fact must be stated in the solicitation. The response to the solicitation shall include the price for each year for which the contract may be renewed. Evaluation of responses shall include consideration of the total cost for each year as submitted by the vendor.

(e) Provided that the total estimated annual expenditures by the Authority do not exceed the CATEGORY THREE threshold, contracts for the administration of employee benefits or employee services may be procured by the Executive Director without Competitive Solicitation. The Executive Director may award such contracts on the basis of Best Value. Contracts for the administration of employee benefits or employee services must contain provisions which allow the Authority to terminate for convenience, and shall not exceed a term of five (5) years.

~~(f) The requirements of Section 4 are applicable to all contracts except those procured in accordance with requirements of federal or state law, or other provisions of this Procurement Code.~~

~~(g)~~ All contracts for the purchase of commodities or contractual services shall be procured in accordance with applicable federal and/or state Grant Assurances.

(2)(a) Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services shall be evaluated on the basis of best price. Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be compiled and evaluated in writing by the Executive Director to determine which bidder will provide the best price to the Airport. —The Executive Director shall present evaluation of the bids to the Board as a recommendation to award.

(b) Responses to Alternative Solicitation Methods for contracts for the purchase of commodities or contractual services may be evaluated on the basis of best price or best value. Responses to Alternative Solicitation Methods, other than Requests for Qualification, for contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be evaluated by the Executive Director. The Executive Director may use a QEC to evaluate all or a portion of the responses to an Alternative Solicitation Method. After the Executive Director or QEC, as applicable, has completed evaluation of responses to an Alternative Solicitation Method, the Executive Director shall present the evaluation to the Board as a recommendation to award. Notwithstanding evaluation of responses by the Executive Director or a QEC, the Board may elect to re-evaluate the responses when the recommendation to award is brought before the Board.

(c) A competitive solicitation for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR that receives less than three responses by the submittal deadline may have the deadline for receipt of responses extended by a period of time sufficient to solicit additional responses or to ensure that all Proposers have a reasonable opportunity to respond, as determined by the Executive Director, unless otherwise provided for in writing by the Board.

(d) If less than three responses to a competitive solicitation are received, the Authority may contract on the best terms and conditions available. The Authority shall document the reasons that such action is in the best interest of the Airport in lieu of issuing a new competitive solicitation or extending the deadline for receipt of responses.

(3)(a) The competitive solicitation method used to award contracts for the purchase of commodities or contractual services shall be the Invitation to Bid method, unless the Executive Director or Board determines in writing that the use of an Invitation to Bid is not practicable or not in the best interest of the Authority.

(b) If the Executive Director determines that the use of an Invitation to Bid is not a practicable solicitation method or not in the best interest of the Authority, then the contract for the purchase of commodities or contractual services may be procured by RFP or RLI. The Executive Director or QEC, as applicable, may request additional assurances from respondents to an RFP or RLI. Any additional assurances or information provided by a respondent during the solicitation process shall constitute a part of their offer to the Authority. Interviews may be continued at the discretion of the Executive Director. Any and all assurances, representations and proposals made by respondent vendors will remain a valid offer to the Authority until a contract is awarded or for 120 days after receipt of the initial response, whichever occurs first.

(4) If an Alternative Solicitation Method does not include the contract to be entered into with the Authority, then the Executive Director, in consultation with the Airport Legal Counsel, shall commence negotiations with the highest ranked respondent. If the Executive Director and the highest-ranked respondent cannot agree on acceptable

terms and conditions within thirty (30) days, then the Executive Director shall cease negotiations with that respondent and shall commence negotiations with the next-highest-ranked respondent. After negotiations are concluded, the Executive Director may recommend the negotiated contract to the Board for approval with the recommendation to award. The Board may award the negotiated contract to the responsible and responsive offeror, or if the Board determines that the negotiated contract recommended for approval is not in the best interest of the Authority, then it may direct the Executive Director to recommence negotiations, or it may cancel the solicitation.

(5) The Executive Director may authorize change orders to contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR if the change order at issue does not increase the contract price or sum more than \$10,000.

(6) All contracts for the purchase of commodities or contractual services shall include a requirement that the contractor shall comply with the Grant Assurances, regardless of whether the contract expressly includes such requirement.

(7) All solicitations issued pursuant to this Procurement Code shall include a requirement that an actual or prospective Proposer comply with any and all provisions of the Procurement Code, including the procedures for protest and appeal. The Airport Legal Counsel may take actions necessary to ensure compliance with the intent of this subsection.

(8) If the Authority receives an Unsolicited Proposal, the Authority may enter into a Interim Agreement, a Comprehensive Agreement and Service Contracts pursuant to the procedures set forth in Section 255.065, Florida Statutes, as it may be amended from time to time.

Section 5. Authority's Right to Reject All Bids

The Authority has the absolute right to reject all bids, proposals or replies at any time during the procurement or protest process.

Section 6. Emergency Procurement

If the Executive Director determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the Authority requires emergency action, then the Executive Director may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. The Executive Director shall take the emergency procurement to the Board at the next regularly scheduled meeting for ratification.

Section 7. Single Source Procurement

Commodities or contractual services available only from a single source may be excepted from competitive solicitation requirements. When the Authority believes that

commodities or contractual services are available only from a single source, the Executive Director shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) calendar days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined by the Executive Director, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Executive Director shall enter into negotiations with the single source vendor or contractor to obtain the best price for the Airport. The Executive Director shall bring that negotiated contract to the Board for award.

Section 8. Procurement Through Piggybacking.

The Authority may award contracts by Piggybacking, subject to the following limitations:

- (1) The purchase of goods or services is under contract with a federal, state or municipal government.
- (2) The government entity party to the Piggybacked Contract utilized a competitive process similar to the Authority's.
- (3) The Piggybacked Contract term is current.
- (4) The Authority accepts the terms and conditions specified within the Piggybacked Contract.
- (5) The contractor extends the terms and conditions of the contract to the Authority.
- (6) The Piggybacked Contract must have requested in its solicitation:
 - a. Disclosure of criminal background of the vendor; and
 - b. A scope of services that is applicable to the work to be performed for the Authority and/or the Airport.
- (7) The terms and conditions of the contract entered into by the Authority must be similar to the Piggybacked Contract, except that the terms and conditions may be more restrictive upon the vendor to the extent necessary to meet the specific requirements of the Authority and/or the Airport.
- (8) The government entity party to the Piggybacked Contract must have jurisdiction in the State of Florida.

Section 9. Stay of Procurements During Protests.

In the event of a timely protest pursuant to Section 11, the Airport may elect not to proceed further with the solicitation or award of the contract until a written decision with respect to the protest is made by the Executive Director as provided in Section 10.

Section 10. Condition Precedent to Civil Action to Protest

Exhaustion of the administrative remedies provided for in Sections 10 through 12 of the Procurement Code constitutes an absolute condition precedent to the filing of a civil

action against the Boca Raton Airport Authority in connection with its solicitation for or procurement of commodities or contractual services.

Section 11. Executive Director Review of Protested Solicitations and Proposed Awards.

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with a solicitation, a finding of non-responsiveness, a failure to be shortlisted, the Proposer's ranking or a proposed award of a contract may protest via a letter to the Executive Director. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived. The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion. If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing, after consulting with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.

Section 12. Limitations on Protests and Appeals.

(1) Any actual or prospective Proposer to a competitive solicitation who has a substantial interest in, and is aggrieved in connection with, solicitation specifications or requirements must protest in writing to the Executive Director, as provided in Section 1.10, within seven (7) calendar days after such actual or prospective Proposer knew or should have known the facts giving rise to the protest.

(2) Any Proposer to a competitive solicitation aggrieved by a finding of non-responsiveness, a failure to be shortlisted, the Proposer's ranking or a proposed award must protest in writing to the Executive Director, as provided in Section 10, within seven (7) calendar days after such Proposer knew or should have known the facts giving rise to the protest.

(3) Any person or entity wishing to appeal the decision of the Executive Director issued pursuant to Section 10 shall deliver an appeal to the Chairperson at the office of the Authority within seven (7) calendar days of the receipt or posting of such decision, whichever is earlier, with copies of the appeal being delivered to the Airport Legal Counsel and Executive Director on the same day as the appeal is delivered to the Chairperson. Any appeal made pursuant to this subsection shall state and explain all of the bases for such appeal and indicate any facts, documents and/or statements of relevant persons appellant believes support the stated bases for appeal. Any bases not detailed in the appeal will be abandoned and waived by the appellant.

(4) Failure to protest or appeal within the timeframes set forth in this Section shall constitute an absolute waiver of the right to protest or appeal.

Section 13. Administrative Appeal of Decisions by the Executive Director.

(1) After receipt of an appeal, the Airport Legal Counsel shall randomly select a hearing officer from the list of hearing officers maintained pursuant to Section 13, and shall notify the hearing officer of the selection. The hearing officer shall perform a conflict check to ensure that adjudicating the issue would not present a conflict of interest. The Airport Legal Counsel shall compile, bind and deliver the record on appeal to the hearing officer and the appellant. Intervenors may purchase a copy of the record on appeal for \$50. The hearing officer shall work with the parties to schedule a hearing within thirty (30) days of clearance of conflicts.

(2) Any appeal of the Executive Director's decision must be accompanied by acceptable collateral to secure the appeal pursuant to Section 12(3). Failure to deliver this collateral in full compliance with Section 12(3) by the expiration of the deadline for appeal set forth in Section 11(3) shall constitute an absolute waiver of the right to appeal.

(3) To secure the costs and attorneys' fees incurred by the Authority in defending an appeal, the appellant shall deliver to the Authority acceptable collateral in an amount equal to the greater of

(a) \$5,000; or

(b) 10% of the value of one year of the financial terms of appellant's bid or proposal. If the appellant's proposal involves a ground lease, then the value of one year of the financial terms is equal to the first year of base rent that is not discounted or abated.

As used herein, "acceptable collateral" means a money order, certified check, or cashier's check, payable to Boca Raton Airport Authority, or a letter of credit or appeal bond in a form acceptable to Airport Legal Counsel. The Airport Legal Counsel may require that the collateral be accompanied by documentation to ensure that the Authority's interests are protected.

(4) The procedure for the hearing required by this article shall be:

(a) The hearing officer shall serve upon the Airport Legal Counsel, the appellant and any intervenors a notice of hearing, stating the time and place of the hearing. The notice of hearing shall be sent by email attachment, facsimile and U.S. Mail to the Airport Legal Counsel, the appellant and any intervenors;

(b) The appellant shall have the right to be represented by counsel, to call and examine witnesses, to introduce exhibits, to examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination, and to impeach any witness regardless of which party first called the witness to testify;

(c) In any hearing before the hearing officer, irrelevant, immaterial or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the

courts of Florida. Hearsay evidence is admissible, but hearsay evidence is not sufficient, without corroborating non-hearsay evidence, to prove a material fact.

(d) When all parties are represented by counsel, upon a written motion made at least ten (10) days prior to when a hearing is scheduled, the hearing officer may allow interrogatories of the parties who have personal knowledge of the facts giving rise to the appeal. Sworn and complete answers to interrogatories shall be served within seven (7) calendar days of receipt.

(e) Within fifteen (15) days from the hearing, the hearing officer shall complete and submit to the Authority and the appellant a final order consisting of the findings of fact and conclusions of law as to the granting or denial of the appeal. The hearing officer shall uphold or reverse the decision giving rise to such protest but may not grant any allied, additional, alternative, or supplemental relief in the same order.

(g) All hearings shall be held in Boca Raton, Florida and Florida law will apply.

(h) Upon timely and proper written motion of the Authority or the appellant, the hearing officer shall award costs to the prevailing party in the protest. As used herein, "prevailing party" means the party in whose favor the hearing officer issues an order or the party adverse to a party that abandons or dismisses their appeal, provided that in neither case shall an intervenor be considered a "prevailing party." Costs include but are not limited to the hearing officer's fee, hearing room rental fee, copying costs, any costs of discovery, postage for letters or communications sent during the course of the protest, and any other costs normally considered costs pursuant to Chapter 57, Florida Statutes. The hearing officer shall issue an order on a motion for costs and attorneys' fees pursuant to this subsection within fifteen (15) of receipt of the written motion.

(i) The appellant is responsible for bringing a court reporter to the hearing before the hearing officer if the appellant would like to appeal the hearing officer's decision pursuant to Section 14.

(5) The hearing officer shall make a directed decision against any party that fails to answer interrogatories posed by the other party or make any witnesses or documents available to the other party for the hearing when the other party has made a reasonable request in writing for such witnesses or documents.

Section 14. Hearing Officers

The Authority shall maintain a list of potential hearing officers to hear appeals pursuant to Section 12. Hearing officers must be active members of the Florida Bar and must have been admitted to the Florida Bar for at least 5 years.

Section 15. Appeals

An appeal of the Executive Director's decision pursuant to Section 12 must be concluded prior to the institution of any civil action regarding the same subject matter. Appeal from the decision of the hearing officer shall be by certiorari to the circuit court in accordance with the Florida Rules of Appellate Procedure and shall be based on the record established before the hearing officer.

Section 16. Procurement Code Cone of Silence

(1) Any verbal or written communication between a Proposer or its representatives, employees or agents and the Authority or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.

(2) The following exceptions apply to the cone of silence set forth in subsection (1):

(a) the written response to the solicitation, including bids, proposals and letters of interest;

(b) communications expressly allowed by the solicitation;

(c) any communication made pursuant to Sections 10, 11 or 12 of the Procurement Code;

(d) any communication made with Airport Legal Counsel; and

(e) any communications made on the record at a public noticed meeting of the Board.

(3) Any person or entity that communicates with the Authority or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation during the cone of silence, and is not a Proposer at the time of such communication, but later becomes a Proposer with regard to the solicitation, shall be deemed to have violated the cone of silence.

(4) Any violation of the requirements of this Section shall immediately and permanently disqualify the violator from being considered for the solicitation pursuant to which the violation occurred.

Section 17. Public Records and Sunshine Laws

(1) Competitive Sealed Bids, Proposals and Replies are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the Airport Executive Director or PC awards or recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.

(2) Prior to the expiration of the temporary exemption provided for in subsection (1), if the Authority elects to reject all bids, proposals or replies in accordance with Section 5 and concurrently expresses its intent to re-issue the Competitive Solicitation, then the Competitive Sealed Bids, Proposals or Replies that were rejected are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:

- (a) the Airport Executive Director or PC awards or recommends award of the re-issued Competitive Solicitation;
- (b) the Authority withdraws the re-issued Competitive Solicitation; or
- (c) one (1) year passes from the date of on which the Authority provides notice of its election to reject all bids, proposals or replies.

(3) All Exempt Meetings:

- (a) are exempt from the requirements of Section 286.011, Florida Statutes; and
- (b) shall be audio or video recorded.

(4) Recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure until the PC recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.

(5) Prior to the expiration of the temporary exemption provided for in subsection (4), if the Authority elects to reject all bids, proposals or replies in accordance with Section 5 and concurrently expresses its intent to re-issue the Competitive Solicitation, then recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:

- (a) the Airport Executive Director or PC awards or recommends award of the re-issued Competitive Solicitation;
- (b) the Authority withdraws the re-issued Competitive Solicitation; or
- (c) one (1) year passes from the date of on which the Authority provides notice of its election to reject all bids, proposals or replies.

— Section 18. Conflict of Interest

(1) BRAA has adopted a Conflict of Interest Policy found in the BRAA Employee Handbook Section 1. No employee, officer, or agent may participate in the selection, award, or administration of a contract by BRAA if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial

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or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of BRAA may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: September 26, 2018

RE: **Florida Department of Transportation Supplemental Joint Participation Agreement – Airfield Pavement Rejuvenator**

AGENDA ITEM – X – D

In FY 2018 the Florida Department of Transportation (FDOT) issued a Joint Participation Agreement (JPA) for design and application of a pavement rejuvenator to extend the useful life of the airfield pavement. The project budget totaled \$910,000 for design, application and inspection and included rubber removal and new markings.

The State grant totaled 80% of eligible project costs up to \$728,000 and the matching share, totaling \$182,000, was included in the Capital Improvement Budget.

The work was included as part of an invitation to bid advertised in June 2018 that included relocation and widening of certain taxiways and replacement of the PAPIs. One bid was received and was considered responsive and responsible. Airport Management recommended, and the Board approved awarding the airfield pavement rejuvenator work (Schedule D) to Weekley Asphalt, Inc. at the August Board Meeting. The total contract award is for \$1,036,960.

Airport Management requested consideration for additional funding that may come from the aviation grant program to make up the budget shortfall. FDOT has now issued a Supplemental Joint Participation Agreement for an additional \$256,297, increasing the State's grant total to \$984,297 for design and application costs.

Airport Management recommends approval of Resolution No. 09-26-18 authorizing the Supplemental Joint Participation Agreement with the Florida Department of Transportation for the Airfield Pavement Rejuvenator project.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-26-18

A Resolution of the Boca Raton Airport Authority approving a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation (FDOT) for Airfield Pavement Rejuvenator

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") for Airfield Pavement Rejuvenator at Boca Raton Airport (the "Project"), which is attached hereto as Exhibit A;

WHEREAS, the project involves the programming, design, construction, and construction administration services associated with the application of a pavement rejuvenator or slurry seal to Runway 5-23;

WHEREAS, under the SJPA, FDOT's total participation is limited to \$984,297, or up to 80% of eligible project costs, and the Authority's participation is limited to \$246,074, or up to 20% of eligible project costs.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 26th DAY OF SEPTEMBER 2017, 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 09-26-18.
4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 09-26-18.

ADOPTED by the Boca Raton Airport Authority, this 26TH day of September 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 2

725-030-07
PUBLIC TRANSPORTATION
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Financial Project No(s): 437956-1-94-01 <small>(item-segment-phase-sequence)</small> Contract No.: G0011	Fund: DPTO Function: 215 Federal No.: DUNS No.: 80-939-7102	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55042010429 Vendor No.: F592205856001
Catalog of Federal Domestic Assistance Number: _____		Catalog of State Financial Assistance Number: 55.004
CFDA Title: _____		CSFA Title: Grants in Aviation

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 Florida 33431
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 23rd day of July, 2025, 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 \$984,297.00.

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 \$320,371.00
bringing the revised total cost of the project to \$1,230,371.00

Paragraph 4.00 of said Agreement is ☐ increased/ ☐ decreased by \$256,297.00
bringing the Department's revised total cost of the project to \$984,297.00

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 December 31st, 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(s) 437956-1-94-01

Contract No. G0011

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated July 23rd, 2025
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

FDOT

Boca Raton Airport Authority

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE

Financial Project No(s) 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 Florida 33431

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funds for construction cost shortfall.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$910,000.00	\$1,230,371.00	\$320,371.00
	Total Project Cost	\$910,000.00	\$1,230,371.00	\$320,371.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$728,000.00	\$984,297.00	\$256,297.00
	Agency:	\$182,000.00	\$246,074.00	\$64,074.00
				\$0.00
	Total Project Cost	\$910,000.00	\$1,230,371.00	\$320,371.00

Comments:



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: September 26, 2018

RE: **Florida Department of Transportation Public Transportation Grant
Agreement – Geographic Information System Implementation Phase I**

AGENDA ITEM – IX – E

The Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement for the first phase of design and implementation of an integrated Geographic Information System (GIS) to assist in the collection and maintenance of airport and aeronautical data. This phase will consist of data collection and hardware and software installation.

Phase I is budgeted at \$100,000. The grant award is for \$80,000, or 80% of project costs. The Airport Authority's matching funds totaling \$20,000 are included in the FY 2019 budget.

Airport Management recommends approval of Resolution No. 09-27-18 authorizing the Public Transportation Grant Agreement with the Florida Department of Transportation for Geographic Information System Implementation – Phase I.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-27-18

A Resolution of the Boca Raton Airport Authority approving a Public Transportation Grant Agreement with the State of Florida Department of Transportation (FDOT) for Geographic Information System Implementation Phase I

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 wishes to develop an integrated Geographic Information System (GIS) to assist in the collection and maintenance of airport and aeronautical data;

WHEREAS, Phase I of the project will include collection of data and installation of hardware and software;

WHEREAS, the Authority desires to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 437968-1-94-01 (the "Agreement") for Geographic Information System Implementation (the "Project"), which is attached hereto as Exhibit A, in order to initiate this project;

WHEREAS, under the Agreement, FDOT's total participation is limited to \$80,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$20,000, or up to 20% of eligible project costs.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 26th DAY OF SEPTEMBER 2018, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Grant Agreement and authorizes the Chair or Vice-Chair to execute the agreement 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 09-27-18.
4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 09-27-18.

ADOPTED by the Boca Raton Airport Authority, this 26th day of September 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) <u>437968-1-94-01</u>	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date: Agency DUNS Number:	DPTO <u>215</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55042010428</u> Vendor Number: <u>VF592205856001</u>
Contract Number:			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this ____ day of _____, by and between the State of Florida, Department of Transportation, ("Department"), and Boca Raton Airport Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Geographic Information System Implementation, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding (Aviation or Transit)**
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is \$100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated

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amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

- b. The Department agrees to participate in the Project cost up to the maximum amount of \$80,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.
- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the

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Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement

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that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

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12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

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14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing

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additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources

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of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management

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letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any

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policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Boca Raton Airport
Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Stacy L. Miller, P.E.

Title: Director of Transportation Development

Legal Review: _____

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Geographic Information System Implementation

B. Project Location (limits, city, county, map, illustration/graphic of project area): Boca Raton Airport/Boca Raton, FL/Palm Beach

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Geographic Information System Implementation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees for the implementation of an integrated Geographic Information System (GIS) to assist in the collection and maintenance of airport and aeronautical data. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Implementation of a Geographic Information System. The first phase of this multi-year project would consist in the collection of data and installation of required hardware and software.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
437968-1-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$80,000
437968-1-94-01	LF	088719	2019	751000	55.004	Aviation Grant Program	\$20,000
Total Financial Assistance							\$100,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$80,000	\$20,000	\$0	\$100,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$80,000	\$20,000	\$0	\$100,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be from __ (insert restrict hours of operation), __ (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

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ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
 - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
 - a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
 - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
 - a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
 - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
 - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
 - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
 - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
 - a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing

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systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

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- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
- 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency shall comply with the following requirements:
- 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, Florida Statutes, when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
- 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - 3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

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- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B2, Construction Certification, above and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

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End of Exhibit E

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Geographic Information System Implementation
CSFA Number: 55.004
***Award Amount:** \$80,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: September 26, 2018
RE: **Florida Department of Transportation Supplemental Joint Participation Agreement – Air Traffic Control Tower Repairs – Design and Construction Phase 2**

AGENDA ITEM - IX - F

The Florida Department of Transportation (FDOT) has issued a Supplemental Joint Participation Agreement for the Air Traffic Control Tower Rehabilitation Phase 2 Project, increasing the State's total funding share to \$401,248.

The scope of work for Phase 2 includes replacing the cab windows and mill work and fixtures in the cab and training/breakroom. The initial project budget for this work was \$280,000, with the State's funding share totaling 80% of eligible project costs up to \$224,000.

The engineering team has completed the design and developed a revised the project estimate to include more accurate pricing for the tower cab windows. Design costs totaling \$66,575 were included in the current year budget and are eligible for 80% grant reimbursement.

The revised construction cost estimate is \$521,55, including construction administration, increasing total estimated project costs to \$588,132. Airport Management requested FDOT consideration for additional grant funding that may come available through the aviation grant program to fund the construction. FDOT has now issued a Supplemental Joint Participation Agreement for an additional \$177,248, increasing the State's grant award to \$401,248. The remaining \$120,309 are available in the FY 2019 Airport budget.

Airport Management recommends approval of resolution 09-28-18 executing the Supplemental Joint Participation Agreement with the Florida Department of Transportation for Air Traffic Control Tower Rehabilitation Phase 2.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-28-18

A Resolution of the Boca Raton Airport Authority approving a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation (FDOT) for Air Traffic Control Tower Rehabilitation Phase 2

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. 441606-1-94-01 (the "SJPA") for Air Traffic Control Tower Rehabilitation Phase 2 at Boca Raton Airport (the "Project"), which is attached hereto as Exhibit A;

WHEREAS, the Project includes programming and design services by architectural, structural, mechanical and electrical engineering disciplines, as well as bid/award services, construction, and construction administration, supervision and inspection services;

WHEREAS, the Project is necessary to preserve the operational integrity of the Air Traffic Control Tower and more importantly, to avoid damage to costly systems housed within the facility, and the total eligible project cost under the SJPA is \$501,560; and

WHEREAS, under the SJPA, FDOT's total participation is limited to \$401,248, or up to 80% of eligible project costs, and the Authority's participation is limited to \$100,312, or up to 20% of eligible project costs.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 26th DAY OF SEPTEMBER 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 09-28-18.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 09-28-18.**

ADOPTED by the Boca Raton Airport Authority, this 26th day of September 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07
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Financial Project No(s): 441606-1-94-01 <small>(item-segment-phase-sequence)</small> Contract No.: G0043	Fund: DPTO Function: 215 Federal No.: DUNS No.: 80-939-7102	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55042010429 Vendor No.: F592205856001
Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: 55.004		
CFDA Title: _____ CSFA Title: Aviation Grant Program		

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 Florida 33431
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 7th day of August 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 \$401,248.00

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
Air Traffic Control Tower Rehabilitation Phase 2

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by \$221,560.00
bringing the revised total cost of the project to \$501,560.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$177,248.00
bringing the Department's revised total cost of the project to \$401,248.00

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 December 31st, 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(s) 441606-1-94-01

Contract No. G0043

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated August 7th, 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

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development

TITLE

Financial Project No(s) 441606-1-94-01

Contract No. G0043

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 Florida 33431

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funds for construction cost shortfall

I.	Project Cost:	As Approved	As Amended	Net Change
		\$280,000.00	\$501,560.00	\$221,560.00
	Total Project Cost	\$280,000.00	\$501,560.00	\$221,560.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$224,000.00	\$401,248.00	\$177,248.00
	Agency:	\$56,000.00	\$100,312.00	\$44,312.00
				\$0.00
	Total Project Cost	\$280,000.00	\$501,560.00	\$221,560.00

Comments:



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: September 26, 2018
RE: **Federal Aviation Administration AIP Supplemental Appropriations
Funding Request – Taxiway Improvements Project**

AGENDA ITEM - IX - G

The FAA announced in July a process for eligible airports to submit supplemental discretionary funding requests through the Consolidated Appropriations Act of 2018. The law was enacted in March and made available \$1 billion in additional funding for transportation grants.

Airport Management applied for funds in August through this process for the construction of taxiway improvements. The grant application is for \$2,042,730.34 and includes widening of taxiway connectors P4 and F, demolition of existing taxiway connectors B and C, and construction of new replacement connectors B and C.

The project design, including the taxiway work, airfield pavement rejuvenator application and installation of the PAPI replacement, was completed and the project was advertised in June. The taxiway design was funded with a federal entitlement grant. One bid for the construction work was received and was considered responsive and responsible. However, only the schedule containing the airfield pavement rejuvenator work was awarded, based on the amount of the bid and the available project budget.

If awarded the federal supplemental grant would be for 100% of project costs, in accordance with the Act. Based on the FAA's schedule, a determination of grant eligibility is expected in October. Airport Management requests Board authorization to execute the grant if a grant is offered.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: September 26, 2018
RE: **Status Report – FAA Grant Offer for Taxiway Widening Project**

AGENDA ITEM - IX - H

The taxiway widening and relocation project is required to comply with current FAA airfield design standards for the type and size of aircraft operating at Boca Raton Airport and to minimize the risk of runway incursions.

The project design, including the taxiway work, airfield pavement rejuvenator application and installation of the PAPI replacement, was completed and the project was advertised in June. The overall project is funded through several state and federal grants, depending on eligibility for each project element, and Airport matching funds. Each grant and the corresponding Airport match was identified in the approved Airport Operating and Capital budget.

Costs for design of the taxiway relocation portion of the project, totaling \$98,095 are eligible for 90% federal Airport Improvement Program entitlement and 5% FDOT grant funds. The FDOT funds were accepted in November 2017. The FAA offered its share of the design costs on September 7, 2018 with a requirement that the grant acceptance be returned by September 18th. Airport Management accepted the grant in consultation with Legal Counsel in order to meet the FAA deadline and continue with the project as previously planned and approved by the Board.