

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, January 18, 2017
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, January 18, 2017 at 6:00 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 also 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

GENE FOLDEN	CHAIR
CHERYL BUDD	VICE-CHAIR
MITCHELL FOGEL	SECRETARY/TREASURER
WILLIAM HELWIG	BOARD MEMBER
DAVID MILLEDGE	BOARD MEMBER
MELVIN POLLACK	BOARD MEMBER
TOM THAYER	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of December 21, 2016.

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 3 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 December 2016 Financial Report.

Consider a Motion for approval of the Financial Report for December 2016.

VIII. TENANT REPORTS AND REQUESTS

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of December 2016.

B. Request authorizing approval of a Hangar Lease Agreement for Hangar 1A, Building A5 with Boca Aircraft Owners, Inc. for use by the Civil Air Patrol.

Consider Resolution No. 01-1-17 of the Boca Raton Airport Authority approving a Hangar Lease Agreement for Hangar 1A, Building A5 by and between the Boca Raton Airport Authority and Boca Aircraft Owners, Inc., at the Boca Raton Airport.

C. Request to award a contract to Ricondo & Associates, Inc. of Chicago, Illinois, for General Consultant of Record for the Boca Raton Airport Authority.

Consider Resolution No. 01-2-17 of the Boca Raton Airport Authority to award a contract to Ricondo & Associates, Inc. of Chicago, Illinois, for General Consultant of Record for the Boca Raton Airport Authority.

D. Request approval to establish the Boca Raton Airport Scholarship through the George Snow Foundation with an initial contribution of \$25,000.

Consider Resolution No. 01-3-17 of the Boca Raton Airport Authority Authorizing a Letter of Agreement with the George Snow Scholarship Fund.

E. Proposed Bylaws Amendment.

Consider Resolution No. 01-4-17 of the Boca Raton Airport Authority adopting Amended Boca Raton Airport Authority Bylaws.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Board Workshop will be held on Tuesday, January 24 2017 from 1-5 p.m.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for February 15, 2017 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
December 21, 2016
Boca Raton City Hall – Council Chambers**

Chair Gene Folden called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Gene Folden	Chair
Cheryl Budd	Vice-Chair
Mitchell Fogel	Secretary/Treasurer
William Helwig	Board Member
David Milledge	Board Member
Melvin Pollock	Board Member
Tom Thayer	Board Member

COUNSEL

Dawn Meyers, Esquire – Berger Singerman
Paul Figg, Esquire – Berger Singerman

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Jose Blanco, Operations Coordinator
Christine Landers, Business Manager
Robert Abbott, 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 November 16, 2016 Regular Meeting was made by Ms. Budd and seconded by Mr. Thayer. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

A. Noise Abatement/Operations Summary for the month of November 2016.

- B. Request from Signature Flight Support to host a Special Event on their leasehold on January 26-29, 2017 for the Collings Foundation "Wings of Freedom Tour".

Consider Resolution Number 12-35-16 of the Boca Raton Airport Authority authorizing conditional approval to Signature Flight Support to host a Special Event on their leasehold on January 26-29, 2017 for the Collings Foundation "Wings of Freedom Tour" contingent upon receipt of a Certificate of Insurance and Endorsements in accordance with the Authority's Minimum Standards and Requirements, and submission of the applicable safety, security and barricade plans.

- C. Request from Atlantic Aviation to hold a Special Event on their leasehold on February 10, 2017 for Concours d'Elegance/duPont Registry.

Consider Resolution Number 12-36-16 of the Boca Raton Airport Authority conditionally approving Atlantic Aviation's request to host a Special Event on their leasehold on February 10, 2017 for the Concours d'Elegance/duPont Registry contingent upon receipt of a Certificate of Insurance and Endorsements in accordance with the Authority's Minimum Standards and Requirements, and submission of the applicable safety, security and barricade plans.

- D. Request to approve the Supplemental Joint Participation Agreement for Financial Project No. 435626-1-94-01 with the State of Florida Department of Transportation for Security Enhancements (Phase 3) – Design and Construction at the Boca Raton Airport.

Consider Resolution Number 12-37-16 of the Boca Raton Airport Authority approving the Supplemental Joint Participation Agreement (SJPA) for Financial Project No. 435626-1-94-01 with the State of Florida Department of Transportation for Security Enhancements (Phase 3) – Design and Construction at the Boca Raton Airport.

- E. Request to approve FPL License Agreement.

Consider Resolution Number 12-38-16 of the Boca Raton Airport Authority approving a License Agreement between Florida Power and Light and the Boca Raton Airport Authority.

A MOTION to approve the Consent Agenda was made by Mr. Thayer and seconded by Mr. Milledge. The Motion was carried unanimously.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State and Municipal Input.

PUBLIC REQUESTS

There were no Public Requests.

FINANCIAL REPORT

A. Ms. Camilo presented the Financial Report for November, 2016.

A MOTION to approve the Financial Report for November 2016 was made by Ms. Budd and seconded by Mr. Milledge. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

There were no Tenant Reports or Requests.

EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Request to accept and execute an agreement with Lewis, Longman & Walker, P.A. and Kaplan Kirsch & Rockwell, LLP of West Palm Beach, FL for Airport Legal Counsel Services.

Mr. Diffenderfer and Ms. Petrick introduced themselves to the Board.

A MOTION to approve Resolution No. 12-39-16 to accept and execute an agreement with Lewis, Longman & Walker, P.A. and Kaplan Kirsh & Rockwell, LLP for Airport Legal Counsel Services was made by Mr. Milledge and seconded by Mr. Fogel. The Motion carried unanimously.

B. Proposed Bylaws Amendment.

A MOTION to table the proposed Bylaws amendment was made by Ms. Budd and seconded by Mr. Milledge. Mr. Fogel, Ms. Budd and Mr. Milledge voted yes. Mr. Pollack, Mr. Helwig, Mr. Thayer and Mr. Folden voted no. The motion failed to pass with a vote of 3-4.

Mr. Folden proposed a new version of the Bylaws amendment.

A discussion ensued.

A MOTION to approve the proposed Bylaws amendment as presented by Mr. Folden on first reading was made by Mr. Helwig and seconded by Mr. Pollack. Mr. Helwig, Mr. Thayer, Mr. Pollack and Mr. Folden voted yes and

Ms. Budd, Mr. Milledge and Mr. Fogel voted no. The motion passed with a vote of 4-3.

- C. Mr. Michael Schneider, Green Advertising, presented an update on the Community Engagement & Corporate Identity Program.
- D. Ms. Bennett presented an update on the scholarship program.

Mr. Tim Snow, George Snow Scholarship Fund provided an overview of the organization and the process used in administering the scholarship.

A discussion ensued.

Ms. Bennett proposed that a new scholarship fund be established on behalf of the Boca Raton Airport. The Board directed Ms. Bennett to work with Mr. Snow to facilitate this new scholarship fund.

- E. Ms. Budd provided an overview of the performance review process for the Executive Director. Ms. Budd shared her assessment of Ms. Bennett's performance.

A MOTION to award Ms. Bennett a 5% merit increase was made by Ms. Budd and seconded by Mr. Fogel. Ms. Budd, Mr. Milledge, Mr. Thayer, Mr. Fogel, Mr. Pollack and Mr. Folden voted yes. Mr. Helwig voted no. The Motion carried with a vote of 6-1.

A motion to award Ms. Bennett a performance bonus of \$7,000 was made by Mr. Helwig. The motion died for a lack of a second.

Ms. Budd stated that given Ms. Bennett's outstanding performance review, the bonus should reflect the same.

A MOTION to award Ms. Bennett a 15% performance bonus was made by Ms. Budd and seconded by Mr. Fogel.

A discussion ensued.

Mr. Pollack, Ms. Budd, Mr. Milledge, and Mr. Fogel voted yes. Mr. Helwig, Mr. Thayer and Mr. Folden voted no. The Motion passed 4-3.

AUTHORITY MEMBERS REQUESTS AND REPORTS

- A. A discussion ensued regarding the date and proposed agenda items for the January Board Workshop.

The Board agreed to hold the Board Workshop on Tuesday, January 24, 2017 from 1-5 p.m.

Mr. Folden requested that Board Members send agenda item requests to Ms. Bennett. Mr. Folden was designated the board liaison to coordinate the Workshop agenda with Ms. Bennett.

PUBLIC INPUT

Mr. Neil Haynie provided input on the next Board workshop. Mr. Haynie welcomed the new legal team and congratulated Green Advertising on their outstanding work.

OTHER BUSINESS

A presentation was made to Berger Singerman in recognition of their dedicated work for the Airport Authority for the past 11 years.

Ms. Meyers thanked the Board and wished the Board and the new legal firm the best in the coming years.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, January 18, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 8:20 p.m.

Gene Folden, Chair

Date



Memo

To: Gene Folden, Chair and Authority Members
From: Ariadna Camilo, Finance and Administration Manager
Date: January 18, 2017
RE: **Financial Report – December 2016**

AGENDA ITEM – VII-A

Airport Management will provide an overview of the Financial Report for the three months ending December 31, 2016.

Total Operating Revenues as of December 31, 2016 were \$863,064, an increase of \$783 or 0.1% to budget.

Total Non-Operating Revenues as of December 31, 2016 were \$0. This is to be expected, as Non-Operating Revenues are received on a quarterly basis.

Total Operating Expenses as of December 31, 2016 were \$542,484, a decrease of \$100,388 or 15.6% compared to budget. Significant variances in expenses compared to budget for the three months ending December 31, 2016 are as follows:

- Professional Services expenditures are down \$48,872 or 55.5% to budget, primarily due to expenses being lower than anticipated.
- Marketing and Special Event expenditures are down \$13,939 or 34.7% to budget.

Total Non-Operating Expenses as of December 31, 2016 were \$419,614. The majority of non-operating expenses were attributable to Task 40 – Customs Facility and Task 42 – EMAS of the Capital Improvement Program. Of the total \$419,614 in Non-Operating Expenses, \$632 were attributable to project-related legal fees.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Three Months Ending December 31, 2016
(unaudited)

Summary Results

	FY 2017 Annual Budget	FY 2017 December Actual	FY 2017 December Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,449,127	\$ 863,064	\$ 862,282	\$ 783	0.1%
Operating Expenses	\$ 2,571,487	\$ 542,484	\$ 642,872	\$ (100,388)	-15.6%
Operating Income/(Loss) before depreciation	\$ 877,640	\$ 320,580	\$ 219,410	\$ 101,170	46.1%
Depreciation	\$ 1,327,849	\$ 331,962	\$ 331,962	\$ -	0.0%
Net Income/(Loss)	\$ (450,209)	\$ (11,382)	\$ (112,552)	\$ 101,170	-89.9%
Non-Operating Revenues	\$ 9,207,633	\$ -			
Change in Net Assets	\$ 10,085,273	\$ 320,580			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Three Months Ending December 31, 2016
(unaudited)

Revenue Summary

	FY 2017 Annual Budget	FY 2017 December Actual	FY 2017 December Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Rent Revenues	\$ 2,840,927	\$ 706,973	\$ 710,232	\$ (3,258)	-0.5%
Fuel Flowage Fees	\$ 425,000	\$ 124,345	\$ 106,250	\$ 18,095	17.0%
Interest Income	\$ 58,500	\$ 15,509	\$ 14,625	\$ 884	6.0%
Customs Facility Revenue	\$ 36,000	\$ -	\$ 9,000	\$ (9,000)	-100.0%
Other Revenues	\$ 88,700	\$ 16,237	\$ 22,175	\$ (5,938)	-26.8%
Total Operating Revenues	\$ 3,449,127	\$ 863,064	\$ 862,282	\$ 783	0.1%
FDOT Grants	\$ 2,487,633	\$ -			
FAA Grants	\$ 6,720,000	\$ -			
Total Non-Operating Revenues	\$ 9,207,633	\$ -			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Three Months Ending December 31, 2016
(unaudited)

Expense Summary

	FY 2017 Annual Budget	FY 2017 December Actual	FY 2017 December Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,046,654	\$ 255,083	\$ 261,663	\$ (6,580)	-2.5%
Professional Services	\$ 352,000	\$ 39,128	\$ 88,000	\$ (48,872)	-55.5%
Operating Expenses	\$ 239,339	\$ 63,256	\$ 59,835	\$ 3,422	5.7%
Airport Operations	\$ 461,691	\$ 107,688	\$ 115,423	\$ (7,735)	-6.7%
Insurance Expense	\$ 181,711	\$ 33,681	\$ 45,428	\$ (11,746)	-25.9%
ATCT Facility	\$ 51,432	\$ 17,373	\$ 12,858	\$ 4,515	35.1%
Customs Facility	\$ 77,808	\$ -	\$ 19,452	\$ (19,452)	-100.0%
Marketing & Special Events	\$ 160,852	\$ 26,274	\$ 40,213	\$ (13,939)	-34.7%
Total Operating Expenses	\$ 2,571,487	\$ 542,484	\$ 642,872	\$ (100,388)	-15.6%
Capital Outlay	\$ 200,500	\$ -			
Capital Improvement Program	\$ 10,109,541	\$ 419,614			
Total Non-Operating Expenses	\$ 10,310,041	\$ 419,614			



Boca Raton Airport Authority
Balance Sheet Summary
December 31, 2016
(unaudited)

Summary Results

ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 335,735
Receivables	\$ 111,826
Due From Other Governments	\$ 690,481
Money Markets	\$ 2,063,101
Certificates of Deposit	\$ 4,211,648
Certificates of Deposit, Restricted	\$ 181,957
Other Assets	\$ 90,009
Total Current Assets	\$ 7,684,757
Non-Current Assets	
Rent Receivable	\$ 521,345
Capital Assets	
Land	\$ 1,791,886
Avigation Easements	\$ 4,835,961
Project in Progress	\$ 9,985,662
Buildings	\$ 2,854,224
Land Procurement	\$ 955,070
Leasehold Improvements	\$ 8,220,981
Furniture, Fixtures, and Equipment	\$ 2,646,101
Infrastructure	\$ 13,646,351
Less Accumulated Depreciation	\$ (17,128,487)
Total Non-Current Assets	\$ 28,329,094
Total Assets	\$ 36,013,851

LIABILITIES AND CAPITAL	
Current Liabilities	
Accounts Payable	\$ 353,646
Due to Other Governments	\$ 99,412
Compensated Absences, short-term	\$ -
Deferred Rent Income	\$ 123,814
Total Current Liabilities	\$ 576,871
Non-Current Liabilities	
Security Deposits	\$ 167,879
Compensated Absences, long-term	\$ 8,523
Total Non-Current Liabilities	\$ 176,402
Total Liabilities	\$ 753,274
Capital	
Florida Operations Trust Fund	\$ 267,950
Retained Earnings	\$ 28,256,700
Contributed Capital - Federal	\$ 317,029
Contributed Capital - State	\$ 6,430,281
Net Income	\$ (11,382)
Total Capital	\$ 35,260,578
Total Liabilities & Capital	\$ 36,013,851



Memo

To: Gene Folden, Chair and Authority Members

From: Jose Blanco, Operations Coordinator

Date: January 18, 2017

RE: **Operations and Noise Abatement Report, December 2016**

AGENDA ITEM – IX-A

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

During the month of December there were 4,850 operations reported by the Tower, which is four percent (4%) more than the operations reported in December 2015.

There were six (6) noise related calls received on the Airport Authority Noise Hotline during the month of December.

Fuel deliveries of Jet A and Av Gas used in this report are preliminary figures for December 2016. Deliveries of Jet A fuel to the airport during the month of December were nine percent (9%) less than December of the previous year. Av Gas deliveries during the month of December were zero-point five percent (0.5%) more than December of the previous year.

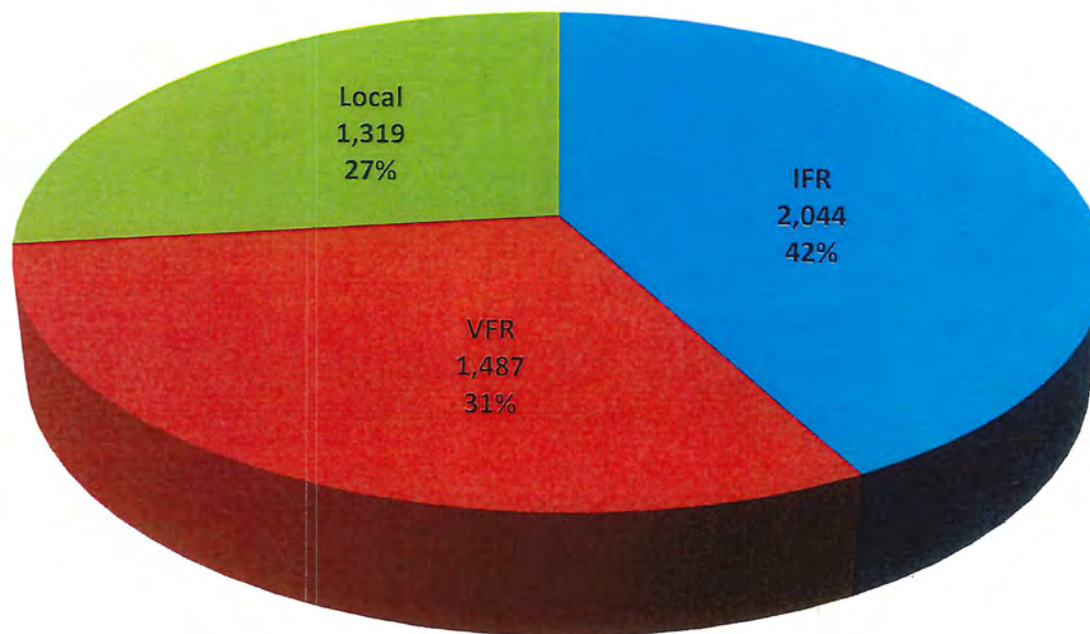
There were no aviation incidents at the Airport during the month of December.

Boca Raton Airport Authority
Operations / Noise Abatement Report
December 2016



**TOWER Operations Report - Arrivals/Departures
at BCT only - Over Flights are excluded**

December 2016 Operations

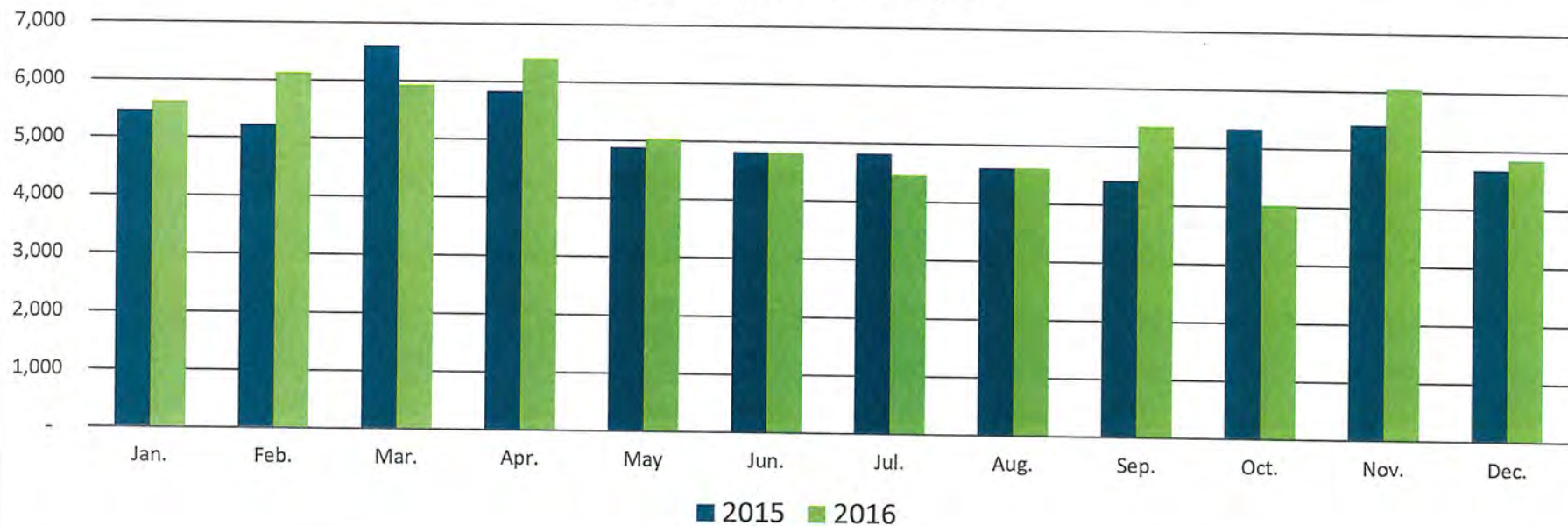


IFR - Instrument Flight Rules (Primarily Jets)
VFR - Visual Flight Rules (Primarily props/helicopters)
Local - Primarily training or prop traffic within the local flight pattern

TOWER OPERATIONS REPORT- YTD 2015/2016

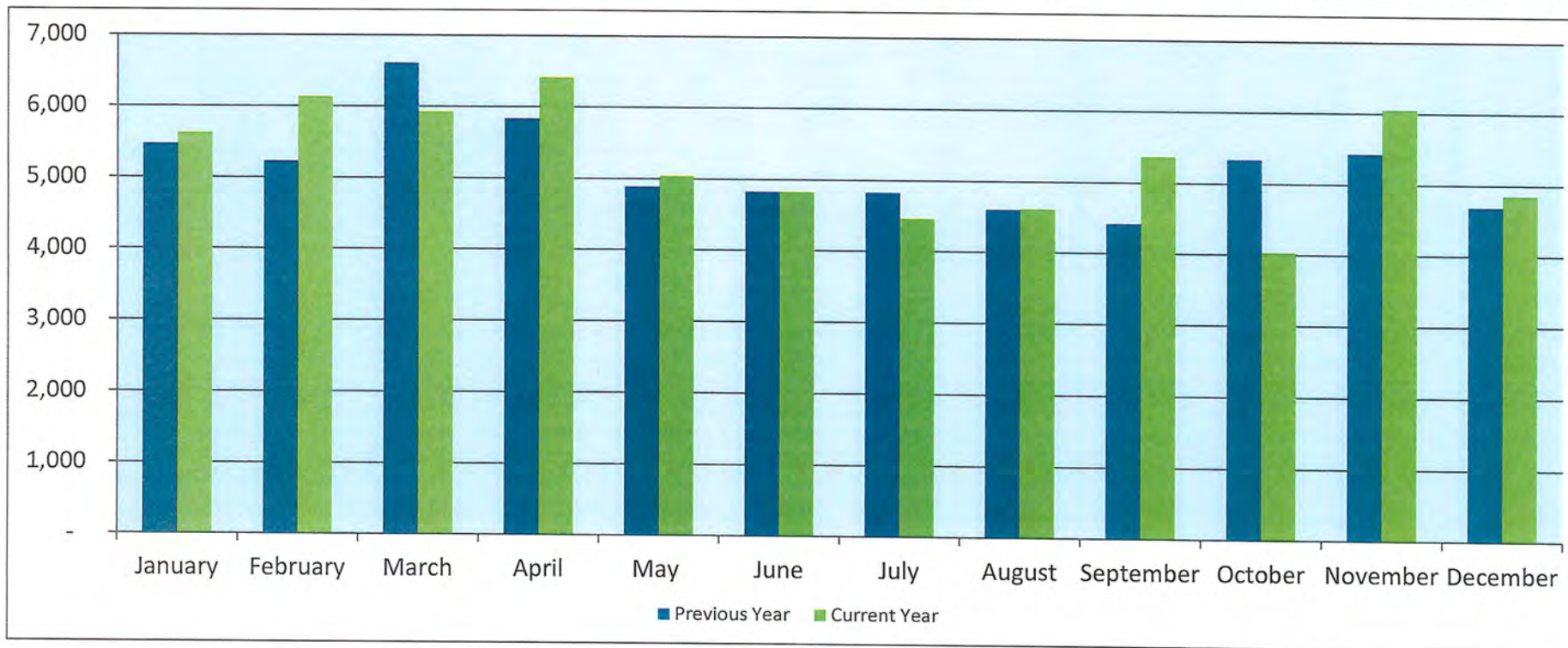
Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total Operations
2015	5,462	5,223	6,605	5,836	4,888	4,827	4,828	4,604	4,418	5,334	5,428	4,683	62,136
2016	5,618	6,129	5,924	6,410	5,039	4,825	4,469	4,614	5,366	4,031	6,058	4,850	63,333
Change	156	906	(681)	574	151	(2)	(359)	10	948	(1303)	630	167	1,197
% Change	3%	17%	-10%	10%	3%	0%	-7%	0.2%	21%	-24%	12%	4%	2%

Tower Operations Report



Monthly Tower Operations **January 2015 - December 2015 vs. January 2016 - December 2016**

Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
5,462	5,223	6,605	5,836	4,888	4,827	4,828	4,604	4,418	5,334	5,428	4,683	62,136
Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total
5,618	6,129	5,924	6,410	5,039	4,825	4,469	4,614	5,366	4,031	6,058	4,850	63,333

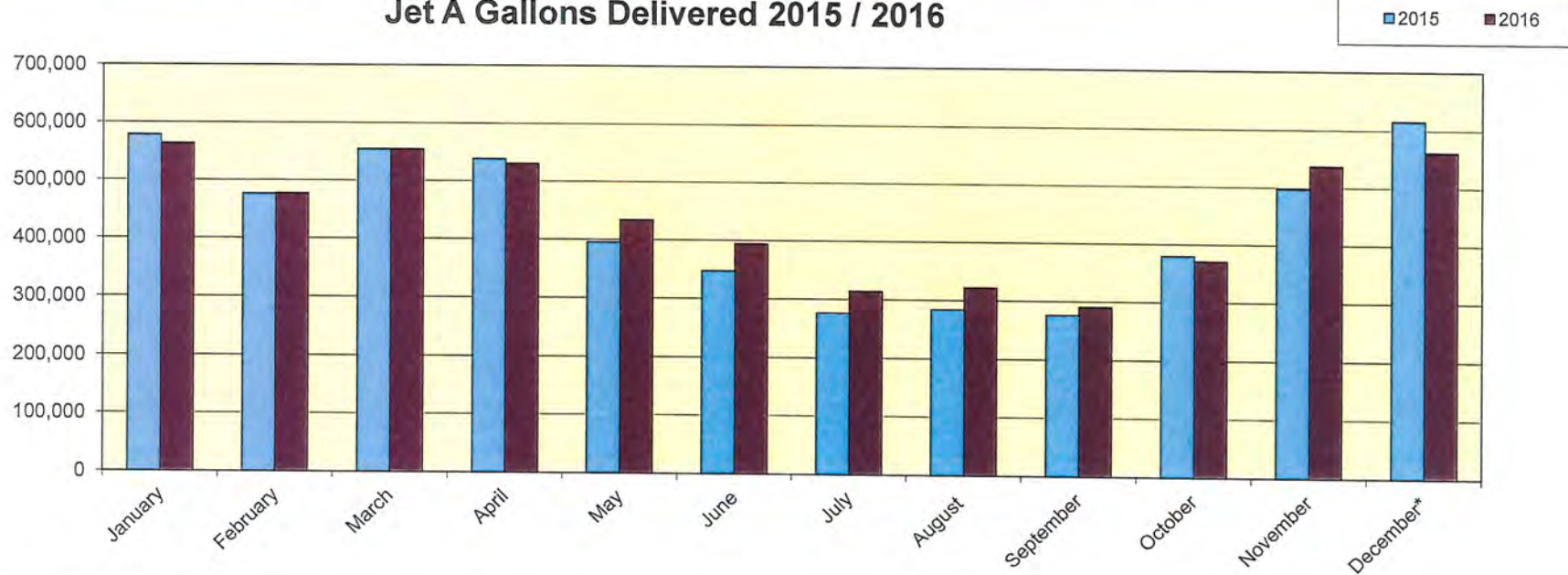


BOCA RATON AIRPORT NOISE ABATEMENT REPORT

JET A MONTHLY FUEL REPORT

Jet A (Gallons) Delivered	January	February	March	April	May	June	July	August	September	October	November	December*	Year to Date Totals
2015	578,692	476,838	554,567	538,538	395,503	347,413	276,180	283,933	276,201	379,387	498,092	615,828	5,221,172
2016	563,942	477,333	555,109	530,679	434,666	394,126	314,215	322,347	290,585	370,968	536,870	562,156	5,352,996
Change	(14,750)	495	542	(7,859)	39,163	46,713	38,035	38,414	14,384	(8,419)	38,778	(53,672)	131,824
% Change	-3%	0.10%	0.10%	-1%	10%	13%	14%	14%	5%	-2%	8%	-9%	3%

Jet A Gallons Delivered 2015 / 2016



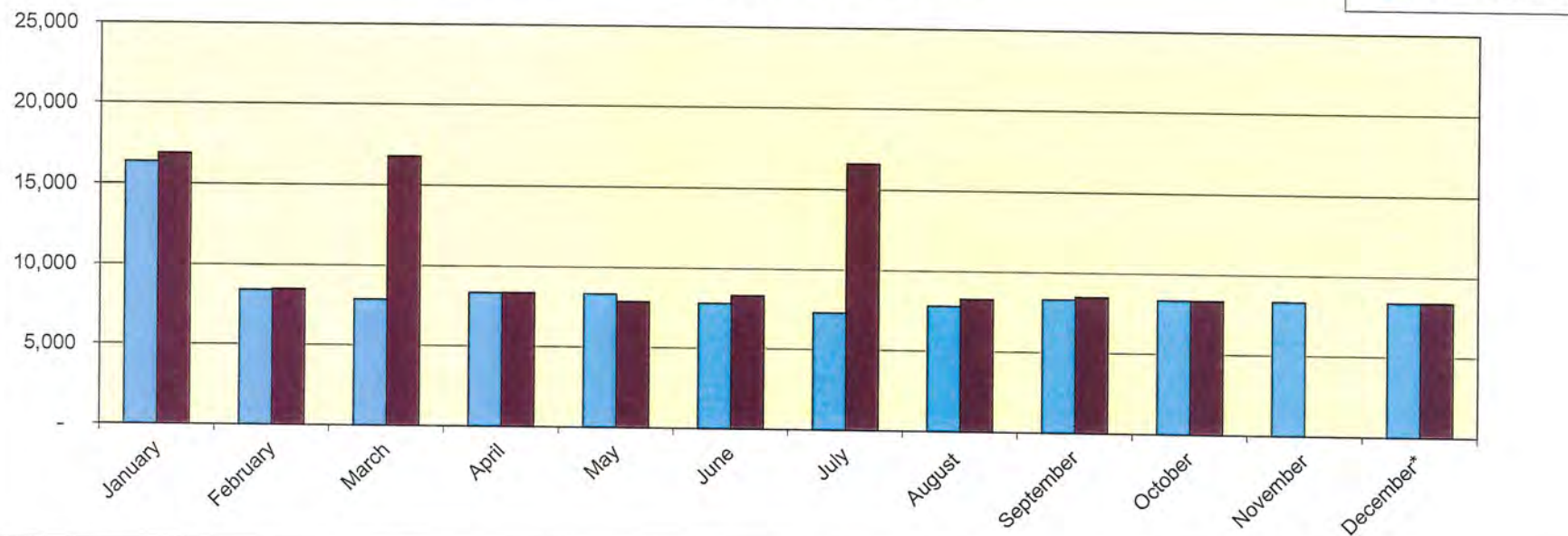
* Preliminary figures used for December 2016

BOCA RATON AIRPORT NOISE ABATEMENT REPORT

AV GAS MONTHLY FUEL REPORT

AV Gas (Gallons) Delivered	January	February	March	April	May	June	July	August	September	October	November	December*	Year to Date Totals
2015	16,360	8,438	7,887	8,365	8,347	7,829	7,330	7,836	8,330	8,353	8,351	8,384	105,810
2016	16,899	8,498	16,780	8,376	7,879	8,342	16,585	8293	8500	8,357	0	8,388	116,897
Change	539	60	8,893	11	(468)	513	9,255	457	170	4	(8,351)	4	11,087
% Change	3%	1%	113%	0.1%	-6%	7%	126%	6%	2%	0.05%	-100.00%	0.05%	10%

AV Gas Gallons Delivered 2015 / 2016



* Preliminary figures used for December 2016

BOCA RATON AIRPORT NOISE ABATEMENT REPORT

December 2016 - NOISE REPORT

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Aircraft Category	Tail/Flight Number	Aircraft Type	Concern	Calls Received
Lois	Adelan	Teeca Woods	B	A	23	P	N258CW	SR22	Noise	1
Nancy	Chiappardi	Woodhaven	C	A	5	P	N718SR	SR22	Noise	1
Peter	Chrusch	N/A	D	N/A	N/A	N/A	N135BJ	Beechjet	Noise, Run-up	1
Jim	Tozzi	Woodbrier	C	A	5	J	N726XJ	C750	Noise	1
Lynn	Manchin	Wimbledon Villas	C	N/A	N/A	N/A	N/A	N/A	Noise, Traffic	1
Sylvia	Staykov	Wimbledon Villas	C	N/A	N/A	N/A	N/A	N/A	Noise, Traffic	1

BOCA RATON NOISE ABATEMENT REPORT

NOISE REPORTS Per Quadrant- YTD 2016

Year	Unknown	Quadrant A	Quadrant B	Quadrant C	Quadrant D	Total
2016	1	3	6	90	2	107

December 2016 - Voluntary Curfew Operations 10:00 PM - 7:00 AM - Not Following Noise Abatement Procedures

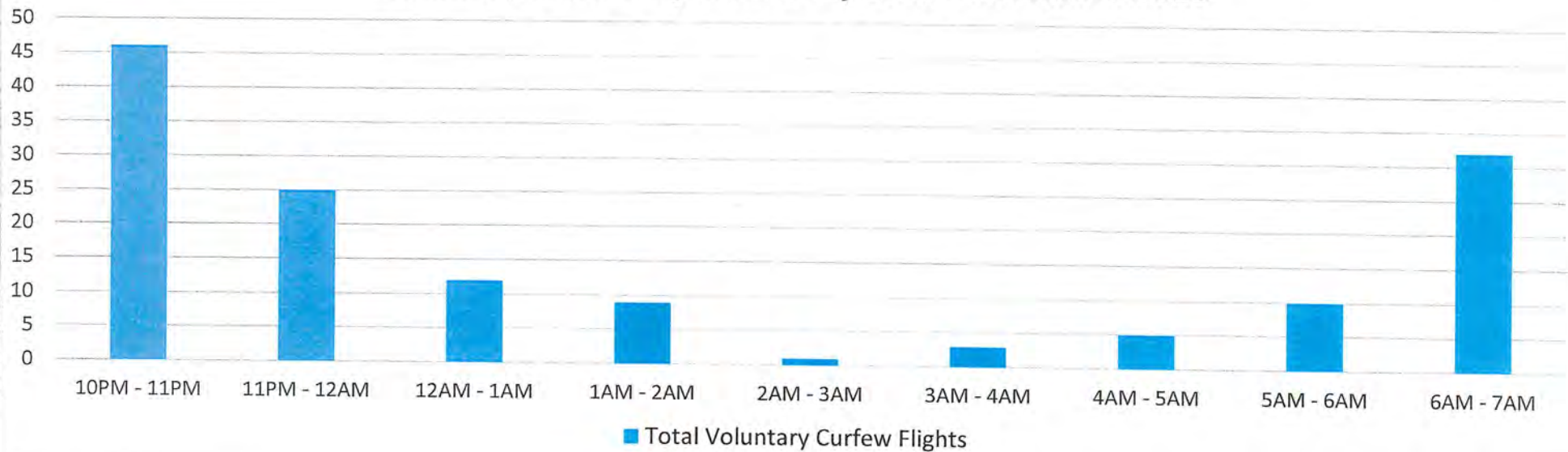
	Date	Time	N#	Type	A	D	T&G*	S&G**	RWY	Owner	Address	City	State	Zip	FBO
1	12/1/2016	22:36	N831LX	Hawker 800XP	A				23	Delta Private Jets, INC.	82 Camair Boulevard	Erlanger	KY	41018	Signature
2	12/5/2016	0:53	N886VS	G-550	A				5	Prime Jet, LLC.	8123 South Interport Boulevard Suite H	Endlewood	CO	80112	Signature
3	12/8/2016	22:25	N789BG	Cessna 172R	A				23	M9C146 Aviation LLC	4294 Manor Forest Way	Boynton Beach	FL	33436	N/A
4	12/8/2016	22:39/22:59	N739PG	Cessna 172N	A	D			23	High Resolution Photography LLC	11286 SW Meadowlark Circle	Stuart	FL	34997	N/A
5	12/9/2016	22:48	N259CA	Sovereign		D			5	Carter Aviation	3105 South Meridian Avenue	Oklahoma City	OK	73119	Atlantic
6	12/11/2016	1:17	N50NM	Falcon 50EX	A				5	Catania Aviation Corporation	1350 East Flamingo Road Suite 623	Las Vegas	NV	89119	Atlantic
7	12/11/2016	23:16	N11UA	G-100		D			5	Crimson Tide Foundation	323 Paul W Bryant Drive	Tuscaloosa	AL	35401	Atlantic
8	12/13/2016	22:08	N46AF	Cessna 172R			1		5	Ameriflyers of Texas INC.	16151 Addison Rd.	Addison	TX	75001	Touch & Go
9	12/14/2016	22:43	N352XR	LearJet 60XR	A				23	Ace Aviation Services Corp.	5525 NW 15th Avenue Suite 150	Ft. Lauderdale	FL	33309	Signature
10	12/15/2016	23:16	N724EF	LearJet 60XR	A				5	BH Matos, LLC.	6006 Lelaan Road	Boca Raton	FL	33486	Signature
11	12/16/2016	6:42	N37270	Cessna 310R	A				5	Dylan Dublin Air LLC.	2401 First Blvd. STE 7	Fort Pierce	FL	34950	Atlantic
12	12/16/2016	6:46	N358PJ	Challenger 600	A				5	Paragon Transport Management LLC.	2 Medical Plaza	Glen Cove	NY	11542	N/A
13	12/17/2016	22:21	N7GQ	Columbia 400	A				5	SLB Enterprises LLC.	117 Salem Church Rd.	Newark	DE	19713	Atlantic
14	12/17/2016	23:18	N457DS	G-IV	A				5	Jet Edge International	16101 Salscoy St.	Van Nuys	CA	91406	N/A
15	12/20/2016	5:37	N550JP	Falcon 50	A				5	North Valley Air LTD.	Waterfront Center, Suite A 72 Kronprindsens Gade	St. Thomas	Virgin Islands	803	N/A
16	12/20/2016	22:26/22:34	N552GA	G-550	A	D			5	Amgen INC.	855 Aviation Drive	Cambridge	CA	93010	Signature
17	12/20/2016	22:49	N593TB	TB-20		D			5	Levon Malkhasian	18348 104th Terrace S	Boca Raton	FL	334	Tie-Down
18	12/22/2016	6:50	N802AK	LearJet 40XR		D			5	Wal-Mart Stores INC.	85 Hammerschmidt Drive	Rogers	AR	72756	Signature
19	12/22-23/2016	23:03/0:04	N394AK	G-IV	A	D			5	Talon Air INC.	7119 Republic Airport Suite 300	Farmingdale	NY	11735	Signature
20	12/23/2016	1:34	N855PT	LearJet 55	A				5	Ventura Air Services INC.	8100 Republic Airport	Farmingdale	NY	11735	Signature
21	12/23/2016	22:09/22:48	N394AK	G-IV	A	D			5	Talon Air INC.	7119 Republic Airport Suite 300	Farmingdale	NY	11735	Signature
22	12/24/2016	22:05	N604RM	Challenger 604		D			5	Solarius Aviation	201 First Street Suite 307	Petaluma	CA	94952	Signature
23	12/26/2016	6:28	N450EF	G-IV		D			5	Falcone Group LLC.	One Town Center Road Suite 600	Boca Raton	FL	33486	Signature
24	12/26/2016	6:52	N499LX	Beechjet 400A	A				5	Baer Air INC.	150 South Apollo Blvd.	Melbourne	FL	32901	Signature

* Touch and Go Operations

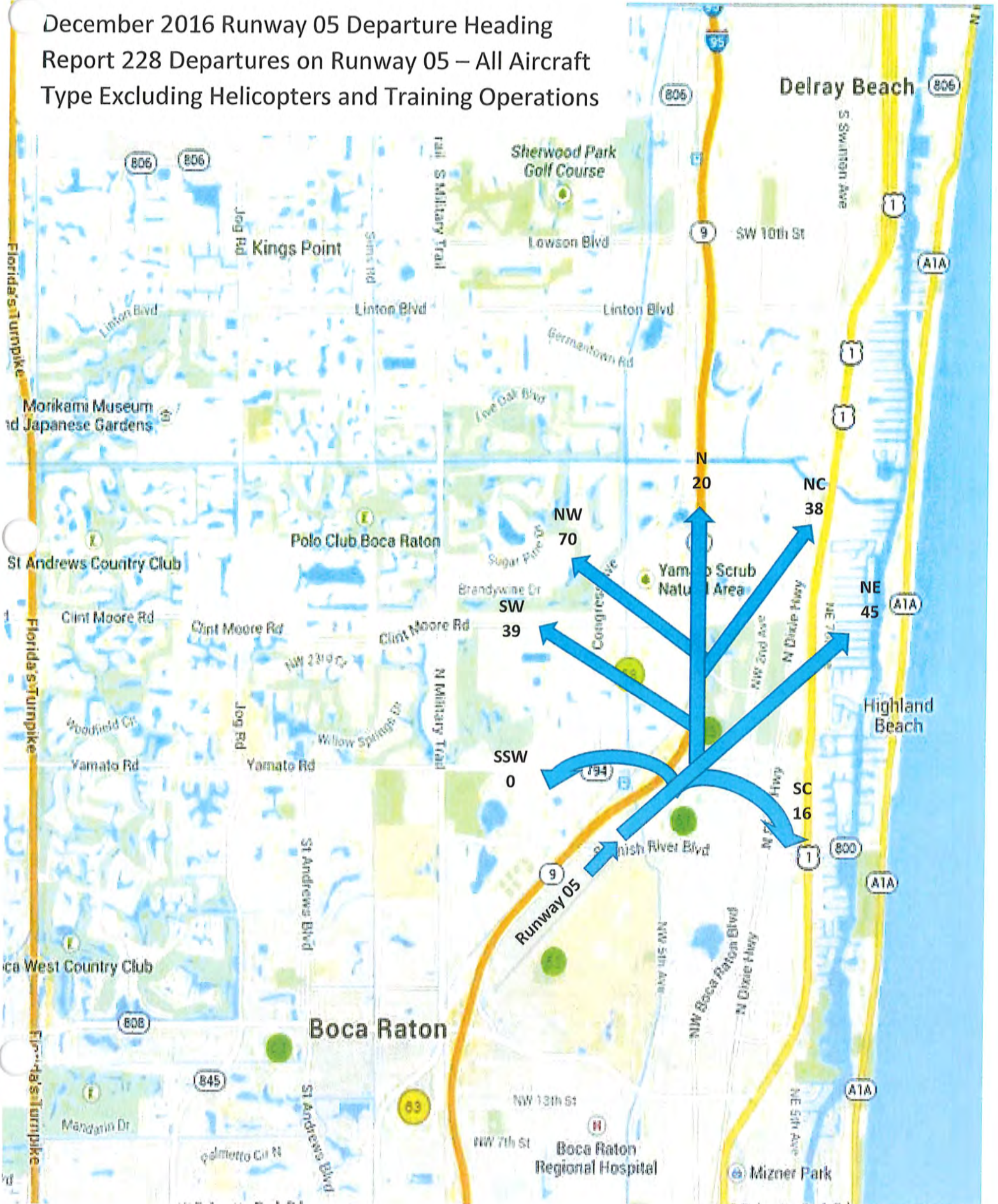
** Stop and Go Operations

Day vs. Night Operations Annual & Current Month									
	2009	2010	2011	2012	2013	2014	2015	2016 YTD	Dec-16
Total Operations	50,295	55,540	58,816	52,097	50,473	62,010	63,716	60,436	4,993
Night Operations	1,209	1,444	1,656	1,466	1,520	1,728	1,580	1,302	143
Day Operations	49,086	54,096	57,160	50,631	48,953	60,282	62,136	59,134	4,850
Night Ops % of Total Ops	2%	3%	3%	3%	3%	3%	2%	2%	3%

Voluntary Curfew Operations by Hour - December 2016



December 2016 Runway 05 Departure Heading
Report 228 Departures on Runway 05 – All Aircraft
Type Excluding Helicopters and Training Operations





Memo

To: Gene Folden, Chair and Authority Members
From: Scott Kohut, Deputy Director
Date: January 18, 2017
RE: **Boca Aircraft Owners Hangar Lease Renewal**

AGENDA ITEM – IX-B

Airport Management is requesting the Authority's approval to execute the Annual Hangar Lease Renewal for Building A5, Hangar 1A.

The Civil Air Patrol occupies Building A5, Hangar 1A, for their operations and storage of equipment. The Airport Authority currently donates the use of the hangar, which has an associated cost of \$440.73 per month. The new monthly rental rate for the effective period will remain the same at \$440.73 for the effective period of February 1, 2017 – January 31, 2018.

Airport Management recommends approval of Resolution Number 01-1-17 renewing the lease of Building A5, Hangar 1A for the use by the Civil Air Patrol. Airport Management and Legal Counsel also recommend formalizing an agreement between the Authority and the Civil Air Patrol.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 01-1-17

A Resolution of the Boca Raton Airport Authority approving Hangar Lease Agreement for Building A5, Hangar 1A by and between the Boca Raton Airport Authority and Boca Aircraft Owners, Inc., at the Boca Raton Airport

WHEREAS, The Boca Raton Airport Authority Act, Chapter 2004-468, 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 subleases from Boca Aircraft Owners ("BAO") Building A5, Hangar 1A for use by the Civil Air Patrol; and

WHEREAS, BAO and the Authority desire to enter into a new lease (the "2017-18 Lease"), which is attached hereto as Exhibit "A," for Building Number 5, Hangar Number 1A at the Boca Raton Airport for a term commencing on February 1, 2017 and ending on January 31, 2018, with a monthly rent of \$440.73,

WHEREAS, the Authority intends to formalize an agreement for the use of Building A5, Hangar 1A by the Civil Air Patrol,

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JANUARY, 2017, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the 2017-18 Lease, and hereby authorizes the Chair to execute the 2017-18 Lease on its behalf.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary to effectuate the intent of this Resolution No. 01-1-17.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 01-1-17.

ADOPTED by the Boca Raton Airport Authority, this 18th day of January, 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Mitchell Fogel
Secretary & Treasurer

Gene Folden
Chair

1 **BOCA AIRCRAFT OWNERS, INC.**
2 **HANGAR LEASE AGREEMENT**
3
4

5 **THIS LEASE AGREEMENT, entered into on January 8, 2016 between BOCA AIRCRAFT**
6 **OWNERS, INC., hereafter called the LESSOR and Boca Raton Airport Authority, having the**
7 **postal address of 903 NW 35th Street, Boca Raton, FL 33431 hereafter called the LESSEE.**
8

9 ***WITNESSETH***
10

11 That the LESSOR, for and in consideration of the covenants and agreements herein contained, on the part
12 of the said LESSEE to be kept and performed, the said LESSOR does hereby lease to the said LESSEE
13 that certain property known as, and described as follows,
14

15 **TO WIT: HANGAR 1A BUILDING A5**, 3980 Airport Road Boca Raton Airport, Boca Raton,
16 Florida. The leased premises shall be used solely for the storage of aircraft and personal property unless
17 otherwise approved by the LESSOR in writing. The limits of "personal property" that may be stored shall
18 be subject to the attached "Disclaimer Regarding Storage of Personal Property in Hangars", which is
19 annexed hereto this Lease and made a part of this Lease. All activity and storage on the leased premises
20 shall comply with the requirements and prohibitions specified in the current issue of the Minimum
21 Standards and Requirements for Aeronautical Activities at the Boca Raton Airport and the Boca Raton
22 Airport Regulations and with all applicable municipal, state and federal law and regulations. The Boca
23 Raton Airport Regulations are intended to provide safe, secure and efficient operation of the airport and
24 violations shall be treated as a default under this lease agreement.
25

26 **TERM:** The term of this lease shall be for one (1) Year and shall commence on the 1st day of February
27 2017 and shall continue thereafter until the 31st day of January 2018.
28

29 **RENT:** LESSEE agrees to pay LESSOR an aggregate rent for the lease term in the amount of \$5,288.76
30 payable in advance in twelve (12) equal monthly installments of \$440.73.
31

32 The first (**\$440.73**) month's rent shall be paid simultaneously with the execution of this lease.
33

34 Landlord acknowledges transfer of security deposit (\$200.00) and last month rent deposit of (\$385.00)
35 transferred from previous lease.
36

37 Rent payments are due in the hands of the LESSOR on or before the first day of each month. LESSEE
38 further agrees any monthly rent payment not received in the LESSOR'S place of business, or such place
39 that the LESSOR has designated the rent be paid by the fifth (5th) day of the current month that the rent is
40 due during the term of this lease shall be considered late and a late fee of \$50.00 shall be added to the
41 monthly rent due. The late charge assessed pursuant to this Lease is not interest, and the late charge
42 assessed does not constitute a lender or borrower/creditor relationship between LESSOR and LESSEE,
43 and may be treated by LESSOR as Additional Rent owed by LESSEE including sales tax. Payments

received in the form of personal and or business Checks and or bank drafts that are returned to the lessor from the lessors bank for insufficient funds shall be charged a processing fee of \$75.00 in addition to any and all late fees and shall be treated in the same manor as any and all late fees. LESSEE shall pay to LESSOR all sales or use taxes pertaining to the Rent (currently 6.0%), which shall be remitted by Landlord to the Florida Department of Revenue. All rent checks shall be made payable to "Boca Aircraft Owners, Inc." and shall be paid at the office of Fairman and Associates, Inc., 1651 NW 1st Court, Boca Raton, FL 33432 or at such other places or to such other person as the LESSOR may from time to time designate in writing.

Security/Damage Deposit. The parties acknowledge that the LESSOR is holding the sum of **\$200.00** to be held by LESSOR as a damage deposit and/or as security for the performance by LESSEE of all of the terms, covenants and conditions hereof and the payment of Rent or any other sum due LESSOR hereunder. LESSOR shall have the right to apply all or any part of the security deposit against: (a) unreasonable wear and tear of the Premises; (b) loss or damage to the Premises or other property of the LESSOR caused by the negligence of LESSEE, Tenant's employees, agents invitee or licensees; (c) the cost of repairing the Premises, except for reasonable wear and tear, to the same condition it was in at the time LESSEE began occupancy thereof; and (d) Rent payments which remain due and owing beyond any applicable grace period. LESSOR shall not be limited in pursuing Landlord's remedies against LESSEE for costs, losses or damages to the Premises or to any other property of LESSOR for any such costs, losses or damages which are in excess of the above described security deposit amount. Subject to (a) through (d) above, LESSOR shall return Lessee's Security Deposit within twenty (20) days after Lease Termination. Such security deposit shall bear no interest and may be commingled with other security deposits or funds of LESSOR.

ASSIGNMENT & SUBLETTING: LESSEE shall not assign this Lease, let or sublet the whole, or any part of the premises, without the prior written approval of LESSOR, which consent may be withheld.

INSURANCE: LESSEE shall provide its own insurance against any loss of or damage to LESSEE's property, including, without limitation, all vehicles, furnishings, supplies, and leasehold improvements. LESSEE shall not be entitled to receive any insurance proceeds from policies held by LESSOR. LESSEE shall carry liability insurance covering its workmen's compensation insurance for its employees, if any. LESSEE shall reimburse LESSOR for any increase in insurance rates due to LESSEE's use of the premises. Lessee shall further keep in effect during the term of this lease comprehensive public liability and property damage insurance naming the LESSOR and all others as indicated by the LESSOR or its agent as an additional insured. LESSEE shall deliver to LESSOR certificates verifying such coverage on or before the effective date of this Lease Agreement, at the time of policy renewal or upon request by LESSOR. All insurance coverage shall provide that same shall not be cancelled without not less than 30 days written notice to LESSOR.

DAMAGE OR DESTRUCTION: If the premises should be damaged or destroyed by fire or any other casualty, LESSEE will promptly notify LESSOR of such casualty. LESSOR will repair and restore the buildings and improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such casualty. In the meantime, if the demised premises should be rendered totally untenable,

87 prior to such repair, there will be an abatement of rent until the premises are again tenantable. The length
88 of the abatement period shall be added to the term of the Lease. In the event LESSOR does not restore the
89 buildings and improvements within ninety (90) days, LESSEE may terminate this Lease, but shall have
90 no other remedies. LESSOR shall provide and maintain at all times a working fire extinguisher in the
91 premises. Lessee shall not obstruct, remove, move or otherwise interfere with any fire extinguishers
92 located within the leased premises.

93
94 **SURRENDER OF PREMISES:** Upon the expiration or termination of this Lease, LESSEE shall
95 surrender the premises to LESSOR in good condition, reasonable wear and tear accepted.

96
97 **ALTERATIONS:** Neither LESSEE nor a LESSEE's successors in interest may make alterations,
98 additions, and improvements to the premises without LESSOR's prior written consent.

99
100 **DAMAGE TO PROPERTY BY LESSEE:** This Lease, at LESSOR's option, shall be terminated if
101 LESSEE willfully or negligently causes damage to LESSOR's property, including specifically, but not
102 limited to, any of the following:

- 103 A. Painting or otherwise coating the interior or exterior walls, floor or ceilings or paved ramp of the
104 premises.
- 105 B. Dumping or storing of waste oil, gasoline, solvents, tires or other items designated as
106 environmentally hazardous anywhere on LESSOR'S property or elsewhere on Boca Raton
107 Airport property. Disposal of such items at governmentally approved sites is the sole
108 responsibility and obligation of the LESSEE.
- 109 C. Parking on or transit over unpaved (grass) areas by airplanes, cars, trucks, trailers, or any other
110 vehicle causing damage to sprinklers and underground piping of LESSOR's property or anywhere
111 except designated parking areas for such vehicles.
- 112 D. Damaging the interior or exterior walls of the building due to collision with vehicles or aircraft
113 belonging to or under the control of the LESSEE.
- 114 E. Storm damage due to failure to deploy "Cane Locks". The hangar buildings are hurricane rated
115 only with the "Cane Locks" (two per door leaf) fully deployed into the hole in the concrete floor.
116 If the "Cane Locks" are not deployed during a hurricane or bad storm, the integrity of the entire
117 building, not only LESSEE'S unit, is greatly diminished. It is the responsibility of the LESSEE to
118 ensure that the locks are deployed during a storm. It is suggested strongly that LESSEE deploy all
119 of the locks if LESSEE intends to be away for an extended period.
- 120 F. LESSOR shall have the right, in addition to terminating this Lease, to collect damages from
121 LESSEE for repairs made by the Lessor to return the property to the condition it was in at
122 delivery to LESSEE.
- 123 G. LESSEE shall not store items outside hangar.

124
125 **LOCKS:** LESSEE agrees not to change locks or put additional locks on any doors without LESSOR's
126 written permission. LESSOR may remove any locks put on by LESSEE at a cost to the LESSEE of
127 \$200.00 per incident.

VEHICLE PARKING: LESSEE owned or controlled vehicles may be parked only while attended on the apron in front of LESSEES premises. LESSEE'S personal transport vehicles may be parked inside the hangar when the LESSEE is flying its aircraft. LESSEE owned or controlled vehicles may be parked in certain other designated spaces on LESSOR'S property with written permission of LESSOR. Under no circumstances may LESSEE park or leave standing unattended vehicles of any type such that it is blocking a taxiway on LESSOR'S property.

USE OF HANGAR FOR MAINTENANCE OF THIRD PARTY AIRCRAFT OR VEHICLE:

LESSEE is permitted to perform maintenance and annual inspections of LESSEE owned or controlled aircraft to the extent permitted by FAA and Boca Raton Airport Authority regulations. LESSEE is expressly prohibited from "loaning" the leased premises to a third party to perform maintenance on an aircraft or other vehicle not owned by LESSEE.

UTILITIES: LESSOR agrees to pay all utility charges except electrical usage by the LESSEE that the LESSOR deems to be in excess of the normal utility usage for the premises. These amounts shall become rent and be billed to and paid by the LESSEE. LESSEE agrees that the only electricity consumed on the premises will be for purposes compatible with the existing electrical service and wiring and will be consumed only when LESSEE is personally on the Leased Premises.

REFRIGERATOR: Notwithstanding the prohibition of the use of unattended electrical power (see UTILITIES), LESSEE shall be permitted to install a small refrigerator of less than 4 cubic foot capacity for the purpose of cooling beverages or other non-perishable items. This refrigerator shall be mounted atop a workbench or stand such that the base is at least 40 inches above the floor of the hangar. If the LESSEE expects to be away for an extended period, the refrigerator shall be emptied, left open and disconnected.

PERSONAL PROPERTY: All personal property placed in or about the premises by the LESSEE shall be at the sole risk of the LESSEE and LESSOR shall not be liable for any damage, injury, or loss to said personal property, or to the LESSEE, caused by water or by the carelessness, negligence, or improper conduct on the part of any other LESSEE or agent or employees, or of any other person whomsoever.

DEFAULT: Failure to comply with any of the conditions set forth herein, or commencement of bankruptcy or insolvency proceedings against the LESSEE, shall constitute a default hereunder and the LESSOR shall have the right, at its option, to cancel this Lease, and shall have the right to enter the premises and remove all persons and property therefrom, forcibly or otherwise and in any such event, all of which shall be in accordance with Florida Law. In the event of default hereunder, the LESSOR may, at its option, enter the premises, after obtaining a Writ of Possession from the Court, or if the Premises are deemed abandon and relet the premises at such price and upon such terms and for the duration of the time as LESSOR may reasonably determine and receive the rent and apply the same to the payment of the rent due from LESSEE and the LESSEE shall pay any deficiency. LESSEE agrees to pay the cost of collection and a reasonable attorney's fee (including appeals fee) and costs in the event the LESSOR engages the services of an attorney for collection of rent or other charges hereunder. LESSOR's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right shall

not be deemed a waiver of said right. All personal property of the LESSEE on the premises is hereby pledged and assigned to the LESSOR as security for the payment of the rent and the LESSOR's Lien may be enforced by distress foreclosure or otherwise at LESSOR's election. LESSEE agrees the LESSOR may enforce this Lien when default has occurred by denying LESSEE access to the leased premises and/or by seizure of the LESSEE's personal property.

The LESSEE shall be in default of this Lease for the following reasons, which shall not be cumulative: (1) fails to comply with the terms and provisions of this Lease; (2) fails to make the monthly rental payments when due; (3) fails to maintain adequate insurance and provide LESSOR with proof of proper insurance; (4) permits any other aircrafts or vehicles on the Premises which are not owned, controlled or managed by LESSEE; (5) attempts to make repairs, maintains and/or services any other aircraft on the Premises which are not owned by LESSEE.

Notwithstanding the above, prior to LESSOR holding LESSEE in default under this Lease and LESSOR exercising any rights and/or remedies of default against LESSEE, LESSOR shall first be required to provide LESSEE with at least five (5) days written notice to cure the alleged default for a non-monetary default (three (3) days prior written notice to cure for a monetary default). Once LESSEE cures the default within such time set forth in the notice, the default shall be deemed cured. However, if LESSEE fails to cure the alleged default within such time set forth in the notice, then the LESSEE shall be deemed in default under this Lease.

HOLD OVER: Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a Tenant at sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said monthly tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy at sufferance instead of a tenancy as provided herein, and Tenant shall give to Landlord at least thirty (30) days prior written notice of any intention to vacate the Premises, and shall be entitled to ten (10) days prior notice of any intention of Landlord to evict Tenant from the Premises in the event Landlord desires possession of the Premises; however, that said Tenant at sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the ten (10) days written notice otherwise required being hereby expressly waived.

NOTICES: All notices to be given hereunder shall be in writing, and shall be sent by mail to the addresses shown on this Lease, or to such other address as either party may have furnished by prior written notice pursuant hereto.

MISCELLANEOUS:

Prevailing Party Attorney Fees. Should any party hereto be required to seek judicial relief to enforce the terms of this Agreement, the prevailing party in those proceedings shall be entitled to recover its legal fees and court costs, including fees and costs incurred at the trial level and on appeal.

Modification of Agreement. This Lease may be modified only upon a written agreement signed by both LESSOR and LESSEE.

Notices: All notices to be given hereunder shall be in writing, and shall be sent by mail to the addresses shown on this Lease, or to such other address as either party may have furnished by prior written notice pursuant hereto.

Joint Work Product. This Agreement is the joint work product of all parties hereto. Accordingly, no term or provision herein shall be more strictly construed against any one party on the legal basis that a contract should be construed against the drafting party.

Invalidity of Provision. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

Counterparts. This Lease may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Governing Law. The terms of this Lease are to be governed according to the laws of the State of Florida.

Entire Agreement. This Lease represents the entire agreement of the parties hereto, and there are no other written or oral agreements upon which any of the parties has relied.

Further Assurances. The parties hereto shall execute all documents necessary and appropriate to finally settle this matter. The parties further agree to execute all documents necessary and appropriate to effectuate the parties' intentions hereunder.

Attachments: The "Disclaimer Regarding Storage of Personal Property in Hangers" is attached to this Lease and made a part of this Lease.

244 **WITNESS OUR HANDS AND SEALS**, on the day and year first above written, Signed, Sealed, and
245 Delivered in the presence of:

246

247 Witness(s):

Boca Aircraft Owners Inc.

248

249 _____

BY: _____

250

251 _____

William E. Fairman, Agent

252

253

LESSEE:

254

255 _____

BY: _____

256

257 _____

Print Name

258

259

260 BAO Master lease 12/07/2012

DISCLAIMER REGARDING STORAGE OF PERSONAL PROPERTY IN HANGARS

The undersigned, by entering into the attached Lease Agreement with Boca Aircraft Owners, Inc. (BAO) on this ____ day of _____, 20____ acknowledges that he/she is aware of the following:

That the Boca Raton Airport is owned by the State of Florida and administered by the Boca Raton Airport Authority (the BRAA) which has the right, as the ultimate Lessor, to inspect all tenant's leaseholds and that the BAO hangars are located on airport land designated by the BRAA and the FAA to be "**For Aviation Use**".

The BRAA, during past inspections of BAO tenant hangars, found personal property of BAO tenants that it alleged to be "**not used or useable for aeronautical use**" and alleged that this was contrary to FAA policy and therefore a violation of the BAO/BRAA lease. Examples given by the BRAA included: **wave-runners, storage vehicles, inoperable cars, stored cars and trucks, major household appliances, grills, rugs, office furniture, camping equipment, mattresses, games and toys.**

BAO is not able to provide its tenants with a definitive list of items of "personal property" that are acceptable or are unacceptable to the BRAA. Suffice it to say that any items stored by the tenant that **are not** in direct support of tenant's aircraft, (e.g. parts, tools, fixtures, manuals, maintenance records, lubricants, cleansers, etc.) or **are not** used in support of the tenant, (e.g., chairs, tables, lamps, sofas, refrigerators, etc.) or **are not** vehicles used to transport the tenant and his passengers to and from the airport, or, in the case of end-units, **are not** used for some **other aeronautical purpose**, may possibly be cited by the BRAA as "**not used or useable for aeronautical purposes**".

In such cases, the BRAA may demand either a written explanation of the **aeronautical use** or may demand immediate removal of the cited items from the premises. BAO considers such demands by the BRAA to be a matter for resolution between the BRAA and the individual BAO tenant.

However, if the tenant is not able to resolve such an issue with the BRAA and the BRAA threatens BAO with a claim of lease default over this issue, then BAO may consider the tenant in default of their lease and take action accordingly.

BAO believes there to be a consensus among BAO, the BRAA, the FAA and general aviation aircraft owners that it is a goal beneficial to general aviation and to the Boca Raton Airport that hangar units be maintained for use as storage for aircraft and not as general storage depositories. We request that our tenants respect and assist us in maintaining this goal thereby avoiding the issue described above.

Tenant signature

Date



Memo

To: Gene Folden, Chair and Authority Members
From: Scott Kohut, Deputy Director
Date: January 18, 2017
RE: General Consultant of Record

AGENDA ITEM – IX-C

A request for qualifications for a General Consultant of Record was issued on October 5, 2016. In accordance with the Authority's Procurement Code, the Qualifications Evaluation Committee (QEC) met on December 12, 2016 to review the proposals, receive presentations from, and interview the two respondents. The QEC ranked the firms as follows:

1. Ricondo & Associates, Inc.
2. HDR, Inc.

Airport Management has negotiated the attached contract with the top ranked firm. Airport Management recommends approval of resolution 01-2-17 awarding the contract for General Consultant of Record to Ricondo & Associates, Inc. Airport Legal Counsel has reviewed the agreement and concurs with the recommendation.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 01-2-17

A Resolution of the Boca Raton Airport Authority Authorizing a Contract with Ricondo & Associates, Inc., for General Consultant of Record services

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

WHEREAS, the Authority retains a General Consultant of Record to assist it with all architectural, engineering, planning, environmental and aviation consulting activities related to the development, improvement and operation of the Airport

WHEREAS, pursuant to Federal law, the Authority must undergo a new qualifications based selection process to engage its General Consultant of Record every five (5) years, and on May 19, 2010, the Authority adopted a qualifications based selection procedure as a part of its Procurement Code to address the selection of the General Consultant of Record;

WHEREAS, on October 5, 2016, a Request for Qualifications for General Consultant of Record services (the "RFQ") to procure architectural, engineering, planning, environmental and aviation consulting services for a five-year period was issued;

WHEREAS, in accordance with the Procurement Code, the Qualifications Evaluation Committee (the "QEC"), met on December 12, 2016, to review the statements of qualifications, receive presentations from, and interview responsive firms ranking them as follows:

1. Ricondo & Associates, Inc.
2. HDR, Inc.;

WHEREAS, thereafter, the Executive Director and Airport Legal Counsel negotiated the Contract for Consulting/Professional Services (the "Contract"), attached hereto as Exhibit "A," with Ricondo & Associates, Inc. for consideration by the Authority.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JANUARY 2017, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby approves the Contract, and authorizes the Chair to execute it on the Authority's 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 01-2-17.

7. The Authority hereby authorizes the Chair or Vice-Chair to execute this Resolution Number 01-2-17.

ADOPTED by the Boca Raton Airport Authority, this 18th day of January 2017.

ATTEST:

BOCA RATON
AIRPORT AUTHORITY

Mitchell Fogel
Secretary & Treasurer

Gene Folden
Chair

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 201__, by and between **BOCA RATON AIRPORT AUTHORITY**, hereinafter referred to as the **AUTHORITY**, and **Ricondo & Associates, Inc.**, [] an individual, [] a partnership, [X] an Illinois corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is 36-3663903.

In consideration of the mutual promises contained herein, the **AUTHORITY** and the **CONSULTANT** agree as follows:

ARTICLE 1 - SERVICES

The **CONSULTANT'S** responsibility under this Contract is to provide professional/consultation services in the area of **Airport General Consulting**, including but not limited to architecture, engineering, planning, construction management and inspection, environmental analyses and testing, geotechnical studies, site surveying, financial planning and any other consulting services needed for the planning, programming, design, and construction of airport capital improvement projects and other airport enhancement initiatives. These services are more specifically set forth in the Scope of Work detailed in Exhibit "A".

The **AUTHORITY'S** representative/liaison during the performance of this Contract shall be Mrs. Clara Bennett – Executive Director, telephone no. 561-391-2202.

The **CONSULTANT'S** representative/liaison during the performance of this Contract shall be Mr. Pete Ricondo, P.E., telephone no. 305-677-0370.

ARTICLE 2 - SCHEDULE

The **CONSULTANT** shall commence services upon execution of this Contract and written Notice To Proceed from the **AUTHORITY**. The term of this Contract shall be five (5) years with up to three one (1)-year renewal options, the exercise of which are within the **AUTHORITY'S** sole control and discretion. Continued performance of on-going services related to tasks authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of the task. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a task authorized prior to expiration of this Contract.

Reports and other items of work shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "C" and in individual Task Authorizations.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The **AUTHORITY** agrees to compensate the **CONSULTANT** on a lump sum or time and materials basis as described for each Task and in accordance with the hourly rate schedules set forth in Exhibit "B", attached hereto and incorporated by reference herein, subject to annual escalations in accordance with the Consumer Price Index (CPI). Expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, postage, express mail, and contracted reproduction services, shall be calculated as a lump sum percentage of the labor cost, or itemized and invoiced separately as described for each Task.

The **CONSULTANT** will bill the **AUTHORITY** on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billing for partially

completed items is permitted, the total billing shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the AUTHORITY's representative, to verify that services have been rendered in conformity with the Contract, . Approved invoices will then be processed for payment. Invoices will normally be paid within thirty (30) days following the AUTHORITY representative's approval.
- C. All requests for payment of "out-of-pocket" reimbursable expenses (excluding Lump Sum Expenses) eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the AUTHORITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the AUTHORITY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the AUTHORITY'S representative in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the AUTHORITY, with or without cause, immediately upon written notice to the CONSULTANT. The CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the AUTHORITY.
- D. Continue and complete all parts of the work that have not been terminated.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the AUTHORITY'S exercise of its rights of termination, it is hereby agreed between the parties that the copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which has been created as a part of CONSULTANT'S services, or authorized by the AUTHORITY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the AUTHORITY or CONSULTANT, and wherever located shall be the property of the AUTHORITY.

ARTICLE 5 – STANDARD OF CARE

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the AUTHORITY that the CONSULTANT is possessed of an equivalent or superior level of skill, knowledge, experience and expertise as compared to that of other engineers in CONSULTANT'S area of practice. The CONSULTANT acknowledges that the AUTHORITY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, the CONSULTANT agrees that the CONSULTANT will exercise the degree of skill, knowledge, experience and expertise, which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by the Contract, and covenants with the AUTHORITY to cooperate with the AUTHORITY and to utilize the CONSULTANT'S best skill, efforts and judgment in furthering the interests of the AUTHORITY. The CONSULTANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the AUTHORITY'S interests.

The CONSULTANT further contracts with the AUTHORITY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

ARTICLE 6 - SUBCONTRACTING

The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek Disadvantaged Business Enterprises for participation in subcontracting opportunities. For services rendered by subcontractors retained by the CONSULTANT in connection with all services, the AUTHORITY shall pay the actual subcontractor fees to be paid by the CONSULTANT for these services.

The following subconsultants are anticipated to be utilized by the CONSULTANT, as necessary and approved by the AUTHORITY, to assist in the completion of various task authorizations:

FIRM	PROPOSED PROJECT RESPONSIBILITIES	(DBE) ■
American Infrastructure Development, Inc.	Lead Airport Engineer; Stormwater Master Planning, Permitting, and Design; Civil Engineering; Grant Support Services	■
Brown & Phillips, Inc.	Surveying	■
Carolyn Binder, CPA, LLC	Accounting and Financial Consulting Support	■
CH2M, Inc.	Airfield and Civil Engineering	
Hillers Electrical Engineering, Inc.	Electrical Engineering and NAVAIDS	
Jacobs Engineering Group, Inc.	Security Systems and Engineering Support	
SchenkelShultz Architecture	Architecture	
Tierra South Florida, Inc.	Geotechnical and Materials Testing	■

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

The CONSULTANT understands that each DBE firm utilized on this contract must be certified by Palm Beach County or the Florida Department of Transportation. The CONSULTANT shall maintain all relevant records and information necessary to document compliance with the Federal Regulations, CFR 49 - Part 26 and Airports' DBE Program and will allow the AUTHORITY to inspect such records.

During the Contract and upon completion of the Contract, the AUTHORITY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the AUTHORITY or any liability on the AUTHORITY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

ARTICLE 7 - FEDERAL AND STATE TAX

The AUTHORITY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the AUTHORITY, nor is the CONSULTANT authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as AUTHORITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the AUTHORITY. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$2,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, the AUTHORITY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the AUTHORITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The Boca Raton Airport Authority, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the AUTHORITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Contract, CONSULTANT shall deliver to the AUTHORITY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The AUTHORITY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** The AUTHORITY reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. The AUTHORITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold the AUTHORITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, to the extent caused by the negligent acts or omissions of CONSULTANT.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the AUTHORITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 11 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the AUTHORITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. The AUTHORITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the AUTHORITY'S rights to change, terminate, or stop any or all of the work at any

time.

ARTICLE 14 - ARREARS

The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the AUTHORITY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AUTHORITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AUTHORITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Contract at the AUTHORITY'S expense shall be and remain the AUTHORITY'S property and may be reproduced and reused at the discretion of the AUTHORITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for up to three (3) years after completion or termination of this Contract. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

ARTICLE 20 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the AUTHORITY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that to the best of the CONSULTANT'S knowledge, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - MODIFICATIONS OF WORK

The AUTHORITY reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend services on that portion of the Scope of Services affected by a contemplated change, pending the AUTHORITY'S decision to proceed with the change.

If the AUTHORITY elects to make the change, the AUTHORITY shall initiate a Contract Amendment and the CONSULTANT shall not commence services on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the AUTHORITY.

ARTICLE 24 - FEDERAL AVIATION ADMINISTRATION PROVISIONS

The CONSULTANT shall comply with the FAA mandated provisions contained in Exhibit C.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the AUTHORITY, notices shall be addressed to:

Mrs. Clara Bennett
Executive Director
Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431

If sent to the CONSULTANT, notices shall be addressed to:

Mr. Pete Ricondo, P.E.
Senior Vice President
Ricondo & Associates, Inc.
1000 N.W. 57th Court, Suite 920
Miami, Florida 33126

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 23- Modifications of Work.

List of Attachments:

CERTIFICATE OF INSURANCE

EXHIBIT "A" – GENERAL SCOPE OF SERVICES

EXHIBIT "B" – HOURLY RATE SCHEDULES

EXHIBIT "C" – ADDITIONAL CONTRACT REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 28 – PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes (2016), and notwithstanding any other provision of this Agreement, the following public records requirement shall be met by CONSULTANT (referred to within this Article alternately as “Contractor” or “Consultant”). For the purposes of this Article, AUTHORITY is referred to herein as “the public agency”. Nothing in this Article is intended to expand the definition of public records beyond that provided by Chapter 119, Florida Statutes (2016), and construing case law, and nothing in this Article is intended to characterize documents created or maintained by CONSULTANT as public records where such documents would otherwise not fit within the definition of public records provided by Chapter 119, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

[FILL IN CUSTODIAN TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS]

The Consultant shall comply with public records laws, including the following:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exemption from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE 29 – COUNTERPARTS AND TRANSMISSION

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format

document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

ARTICLE 30 – AGREEMENT DEEMED TO BE DRAFTED JOINTLY.

This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

ARTICLE 31 – GOVERNING LAW, JURISDICTION, AND VENUE.

The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

ARTICLE 32 – INDEPENDENT ADVICE

The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

IN WITNESS WHEREOF, the Boca Raton Airport Authority, Boca Raton, Florida, has made and executed this Contract on behalf of the AUTHORITY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

AIRPORT COUNSEL:

BOCA RATON AIRPORT AUTHORITY:

By: _____
Title: _____

By: _____
Chairman

WITNESS:

CONSULTANT:

Signature

Ricondo & Associates, Inc.

Company Name

Name (type or print)

Signature

Signature

Pete Ricondo, P.E.

Typed Name

Name (type or print)

Senior Vice President

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
Airport Counsel

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Executive Director

GENERAL SCOPE OF SERVICES

The following projects represent the capital improvement program for the Boca Raton Airport as of December 2016:

Description	Total Project Budget¹
Runway Guard Lights	\$ 167,000.00
Building 3700 Assessment	\$ 200,000.00
Transportation/Access Road Development	\$ 1,500,000.00
Electric Vault, Airfield Signage, and Airfield Lighting Improvements	\$ 350,000.00
Safety Management System (SMS) Gap Analysis	\$ 100,000.00
Landside Access Pavement Rehabilitation	\$ 350,000.00
Taxiways P4, C, and F Widening – Design and Construction	\$ 750,000.00
Airfield Pavement Rejuvenator	\$ 910,000.00
Security Enhancements (Phase 4) – Design and Construction	\$ 1,500,000.00
Geographic Information System Implementation (Phase 1)	\$ 100,000.00
Expand Airport Road and Utility Corridor – Design and Construction	\$ 1,500,000.00
Storm Drainage System Upgrades	\$ 450,000.00
Master Plan Update	\$ 450,000.00
Land Acquisition	\$ 1,500,000.00
Geographic Information System Implementation (Phase 2)	\$ 300,000.00
Strategic Business Plan Update	\$ 200,000.00
Observation Area	\$ 225,000.00
NAVAIDS and Airfield Lighting Upgrades	\$ 800,000.00
eALP	\$ 300,000.00
Blast Fence (RWY 23 End)	\$ 750,000.00
Landside Lighting and Signage Replacement	\$ 500,000.00
Landside Landscaping and Pedestrian Access Improvements	\$ 350,000.00

Note:

1/ Total Project Budget include all professional services fees associated with the general consultant and other airport consultants, as well as all related construction costs where appropriate.

The scope of work for this airport general consulting contract for the Boca Raton Airport includes all professional services necessary to implement the airport's capital improvement program (outlined above or as amended during the term of this Agreement) and other airport enhancements, facility development (e.g. ARFF/fire station, t-hangars, hangar development) or operational-related projects that materialize during the term of this Agreement. These professional services include, but are not limited to: architectural, planning, financial planning, facilities programming, engineering, surveying, geotechnical, construction management/inspections and other airport management support services.

In addition, the general consulting services include advising and supporting the Authority on ongoing improvements and airport management functions with staff extension and/or on-call services comprising facility or operational assessments, studies, master planning, project feasibility studies, conceptual planning, design services, construction inspection services, general project management and staff support services. These services may also include interfacing with the Authority Board, and coordinating and providing documentation

required by federal, state, and local agencies including the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT), among others.

Airport Management will assign work to the general consultant on a task order basis (except for staff extension or on-call services), whereby a scope, budget and schedule for the requested services will be prepared by the general consultant and reviewed and negotiated as appropriate by airport management to ensure that they are within the professional service allowances included within each capital improvement project and deemed acceptable by the funding agencies (i.e., the Federal Aviation Administration of the Florida Department of Transportation).

The award of any work under this General Consulting Services Agreement will be subject to the receipt of federal or state funds, and/or the availability of local funds. Thus the Authority does not guarantee the assignment of any work under this Agreement.

HOURLY RATE SCHEDULES

Note: Hourly rates shown below by firm apply to calendar year 2017 only and are subject to annual escalation if approved by the Authority in advance.

RICONDO & ASSOCIATES, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Officer	\$335.00
Director	\$290.00
Managing Consultant/Managers	\$241.00
Senior Consultant	\$199.00
Consultant	\$159.00
Technical Specialist	\$95.00
Administrative Support	\$65.00

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Project Manager	\$180.00
Senior Engineer	\$159.00
Senior Planner	\$159.00
Engineer	\$125.00
Planner	\$125.00
Designer	\$ 79.00
Technician	\$ 63.00
Clerical	\$ 59.00

BROWN & PHILLIPS, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Professional Land Surveyor	\$134.00
Survey Technician	\$83.00
CAD Technician	\$83.00
Survey Crew (3 person)	\$173.00
Survey Crew (2 person)	\$135.00
Clerical	\$ 58.00

HOURLY RATE SCHEDULES (CONTINUED)

CAROLYN BINDER, CPA, LLC.

<u>Labor Category</u>	<u>Billing Rate</u>
Managing Member	\$130.00
Senior Consultant	\$95.00

CH2M, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Program Manager/Principal/Senior Consultant	\$ 264.49
Senior Technologist/Senior Project Manager	\$ 201.72
Project Manager/Design Manager/Task Leader	\$ 164.43
Project Engineer/Planner	\$ 145.44
Staff Engineer/Planner	\$ 106.01
Senior Technician	\$ 115.23
Design Technician	\$ 90.93
Graphics Support/Administrative Manager	\$ 88.06
Administrative Assistant	\$ 65.11
IT Technician	\$ 92.72
Construction Manager	\$ 193.13
Document / Project Control Specialist	\$ 104.30
Construction Inspector Grade 3	\$ 139.27
Construction Inspector Grade 4	\$ 118.50
Project Estimator/Scheduler	\$ 118.50

EXHIBIT "B"**HOURLY RATE SCHEDULES (CONTINUED)****HILLERS ELECTRICAL ENGINEERING, INC.**

<u>Labor Category</u>	<u>Billing Rate</u>
Project Manager	\$160.00
Senior Engineer	\$155.00
Professional Engineer	\$150.00
Project Designer	\$136.00
Field Engineer	\$125.00
CADD Technician	\$ 85.00
Clerical	\$ 70.00

JACOBS ENGINEERING GROUP, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Special Systems Project Manager/Subject Matter Expert	\$250.00
Systems Integrator	\$145.00

SCHENKELSHULTZ

<u>Labor Category</u>	<u>Billing Rate</u>
Partner	\$275.00
Principal	\$220.00
Project Director/Manager	\$175.00
Senior Project Architect	\$160.00
Senior Interior Designer	\$150.00
Project Architect	\$140.00
Architect	\$120.00
Specification Writer	\$160.00
Job Site Inspector	\$140.00
Clerical	\$ 75.00

EXHIBIT "B"

HOURLY RATE SCHEDULES (CONTINUED)

TLC ENGINEERING, INC.

<u>Labor Category</u>	<u>Billing Rate</u>
Director	\$205.00
Senior Engineer, Manager	\$175.00
Project Engineer, Manager	\$150.00
Engineer, Specialist	\$120.00
Graduate Engineer, Designer, Administrative Secretary	\$95.00
Technician, Secretary, Intern, Clerical	\$70.00

EXHIBIT "B"**HOURLY RATE SCHEDULES (CONTINUED)****TIERRA SOUTH FLORIDA, INC.**

Labor Category	Billing
Rate	
<u>Geotechnical Engineering/Inspections</u>	
Project Manager	\$175.00
Principal Engineer	\$155.00
Senior Engineer	\$145.00
Project Engineer	\$120.00
Senior Technician	\$90.00
CADD	\$85.00
Geotechnician	\$65.00
Asphalt Plant Inspection	\$65.00
Asphalt Field Inspection	\$65.00
Technician - Soil Densities	\$55.00
Technician - Concrete Testing	\$55.00
Technician - Pile Driving Inspection	\$85.00
Technician - Pre-stress Yard Inspection	\$85.00
<u>Field Investigation</u>	
Mobilization of Men and Equipment	
Truck-Mounted Equipment, LS	\$350.00
Specialized ATV/Mudbug, LS	\$720.00
Support Vehicle/Day	\$150.00
Standard Penetration Test Borings	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$14.00
50 - 100 ft depth	\$16.00
Grout-Seal Boreholes	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$5.50
50 - 100 ft depth	\$6.50
Casing Allowance	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$8.00
50 - 100 ft depth	\$10.00

Rock Coring (Truck)	\$75.00
Field Permeability Tests	\$300.00

EXHIBIT "B"

HOURLY RATE SCHEDULES (CONTINUED)

TIERRA SOUTH FLORIDA, INC. (continued)

Labor Category	Billing Rate
Pavement Cores, Asphalt	\$165.00
Pavement Cores, Concrete	\$180.00
MOT	\$1,200.00
<u>Laboratory Testing</u>	
Natural Moisture Content Tests	\$10.00
Grain-Size Analysis - Full Gradation	\$65.00
Grain-Size Analysis - Single Sieve	\$35.00
Organic Content Tests	\$35.00
Atterberg Limit Tests	\$75.00
Field CBR	\$600.00
Lab CBR	\$300.00
LBR	\$275.00
Rock compression test	\$150.00
Split tension test	\$150.00
Grain-Size with Hydrometer	\$115.00
Proctor Test a) Modified	\$108.00
b) Standard	\$102.00
Bitumen Extraction	\$150.00
Bitumen Gradation	\$150.00

EXHIBIT "C"

ADDITIONAL CONTRACT REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

The following terms and conditions are applicable to all contracts funded in whole or part by Federal funds including, but not limited to, AIP funds.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the United States to enter into such litigation

to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this

provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subConsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.



Memo

To: Gene Folden, Chair and Authority Board Members

From: Clara Bennett, Executive Director

Date: January 18, 2017

RE: **BRAA Scholarship Program**

AGENDA ITEM – IX - D

At the December 21, 2016 meeting, the Board directed Airport Management to work with the George Snow Scholarship Fund to establish a new scholarship fund on behalf of the Boca Raton Airport to benefit area high school students pursuing careers in aviation.

Airport Management recommends approval of Resolution 01-3-17 authorizing execution of a Letter of Agreement with the George Snow Scholarship Fund to establish the Boca Raton Airport Scholarship.

Airport Management also requests approval to disburse the 2017 contribution totaling \$25,000. Funds are available in the approved current year budget.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 01-3-17

**A Resolution of the Boca Raton Airport Authority
Authorizing a Letter of Agreement with the George Snow Scholarship Fund**

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

WHEREAS, the Authority wishes to support the development of the aviation industry in the local community by establishing a Boca Raton Airport Scholarship fund (the "Scholarship") to benefit Palm Beach County, Florida students;

WHEREAS, the Authority intends the Scholarship to be a four-year scholarship program awarded to Palm Beach County High School graduating seniors pursuing careers in aviation;

WHEREAS, the George Snow Scholarship Fund (the "Fund"), a Florida non-profit corporation, specializes in the administration and distribution of scholarship funds in keeping with its mission to meet the educational needs of persons residing within Palm Beach County;

WHEREAS, the Authority desires to enter into a Letter of Agreement with the George Snow Scholarship Fund to administer and operate the Scholarship in accordance with the Fund's scholarship procedures and the Guidelines and Selection Criteria incorporated into the Letter of Agreement, attached hereto as Exhibit A,

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JANUARY 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby approves the Letter of Agreement, and authorizes the Chair to execute it on the Authority's 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 01-3-17.**
- 7. The Authority hereby authorizes the Chair or Vice-Chair to execute this Resolution Number 01-3-17.**

ADOPTED by the Boca Raton Airport Authority, this 18th day of January 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Mitchell Fogel
Secretary & Treasurer

Gene Folden
Chair

LETTER OF AGREEMENT

This agreement ("the Agreement") is made effective ____/____/____ between The Boca Raton Airport Authority, herein referred to as "Donor" and The George Snow Scholarship Fund, a Florida nonprofit corporation herein referred to as "The Charity", with reference to the following facts:

- A. Donor wishes to establish a pass-through scholarship program, hereinafter referred to alternately as "the Fund" or "the Scholarship Program", to be awarded annually beginning in 2017 as a component of The George Snow Scholarship Fund.
- B. The purposes of the Fund are within the charitable purposes of George Snow Scholarship Fund, specifically the acceptance of gifts for charitable purposes within Palm Beach County, Florida.
- C. The Donor and The Charity wish to state the terms and conditions under which this Fund will be administered.

I

ESTABLISHMENT

- 1.1 **Creation:** The Charity will establish the Scholarship Program when Donor transfers Twenty Five Thousand Dollars (\$25,000) to The Charity. The Scholarship Program will be known as The Boca Raton Airport Scholarship. The George Snow Scholarship Fund will identify the Scholarship Program by this name in relevant literature, reports, promotional material and other public documents.
- 1.2 **Additions:** At any time the Donor or others may make contributions to The Charity designated for addition to The Boca Raton Airport Scholarship. Upon acceptance of the contributions, The Charity agrees to add those contributions to the Scholarship Program.
- 1.3 **Acceptance:** The Charity will hold, administer and distribute the scholarship, including additions, as provided in the Agreement.

II

OPERATION

- 2.1 **Donor Intent or Purpose:** The Scholarship Program shall be administered and operated in accordance with The Charity's procedures for scholarships as they are amended from time to time.
 - A. The George Snow Scholarship Fund will administer the Scholarship Program as a scholarship and make distributions in accordance with the Agreement, the accompanying Guidelines and Selection Criteria Addendum, and general rules applicable to scholarship programs, which may be adopted by the George Snow Scholarship Fund and amended from time to time.

- 2.2 Common Management of Funds:** The assets of the Scholarship Program may be commingled with the assets of other component funds held by the Charity for administrative and investment purposes, provided that the separate identity of the Scholarship Program is maintained and distributions are clearly identified as attributable to this Scholarship Program.
- 2.3 Allocation of Award:** The Fund allocates all scholarship awards in the best interest of the scholar. One hundred percent (100%) of each scholarship is used to support a scholar's pursuit of his/her higher education. Scholarships are used by the scholar to help pay for his/her college education including tuition, room & board, books and school supplies, dorm supplies, guidance and support.
- 2.4 Re-awarding of Funds:** Scholarship funds which are unused, unclaimed, forfeited, or revoked for any reason will be re-awarded in the name of The Boca Raton Airport Scholarship at a later date.
- 2.5 Termination:** Either Donor or Charity may terminate this Agreement with thirty (30) days' written notice to the other Party. Termination shall be effective on the thirty-first (31st) day after such notice is provided (the "Termination Date"). In all instances where the Agreement shall be terminated pursuant to this Section, Charity shall continue to administer any donations to the Scholarship Program as of the Termination Date.

III

STATUS AND GENERAL PURPOSE

- 3.1 Status of Scholarship:** The Scholarship will be administrated by Charity as its property, held by it in its corporate capacity, and not as trustee; for purposes within its charitable purposes, and in accordance with the Agreement and Charity's Articles of Incorporation and Bylaws. All the terms of Charity's Articles of Incorporation and Bylaws, including, without limitation, provisions as to presumed intent, variance from restrictions, and amendments and termination apply to this Scholarship, with the understanding that any changes made by Charity's trustees must promote the purpose of The George Snow Scholarship Fund.
- 3.2 General Purposes:** The Scholarship Program is intended to support and assist the Charity in meeting the educational needs of persons residing within Palm Beach County, Florida.
- 3.3 Liaisons:** The person listed below will serve as the individual authorized to communicate to the Charity all decisions on behalf of the Donor relating to the Scholarship Program.

Name: Clara Bennett
Address: 903 NW 35th Street
City: Boca Raton, FL 33431
Phone: (561) 391-2202 x211
Email: clara@bocaairport.com

The person listed below as the President, an authorized representative of the Charity, will serve as the individual responsible for making all decisions on behalf of the Charity relating to the Scholarship Program.

Name: Timothy G. Snow
Address: 201 Plaza Real, Suite 260
City: Boca Raton, FL 33432
Phone: 561-347-6799
Email: tsnow@scholarship.org

This document is signed to evidence the establishment of the Fund.

Boca Raton Airport Authority

By: _____
Authorizing Person

The George Snow Scholarship Fund

By: _____
Timothy G. Snow, President

ADDENDUM

BOCA RATON AIRPORT SCHOLARSHIP GUIDELINES AND SELECTION CRITERIA

Scholarship Description and Eligibility: The Donor intends The Boca Raton Airport Scholarship to be a four-year Scholarship Program awarded to a Palm Beach County High School graduating senior.

Scholarship awards will be granted in amounts up to \$12,500.

Payment of Scholarship: The Scholarship will be paid according to the disbursement policy of the Charity. The scholarship is awarded on a one-time basis but shall be disbursed over the course of the college career. The recipient shall be required to submit transcripts and funding information before each disbursement according to the disbursement policy of the Charity.

Application Process: As long as the Scholarship Program is available, The George Snow Scholarship Fund will notify the Scholarship Coordinator at each Palm Beach County High School of the availability of The Boca Raton Airport Scholarship to seek applications for the scholarship. The George Snow Scholarship Fund's Scholarship Committee will review and interview applicants and award the scholarship based on the results of applicant reviews and interviews.

Scholarship Criteria Established by Donors: The following criteria were determined by the Donor and should be used when selecting candidates for the Scholarship Program.

- Recipients must demonstrate financial need.
- Recipients must be committed to a career in the aerospace or aviation industry.
- Recipients must set high standards for themselves, be highly motivated and express determination to succeed
- Preference will be given to students demonstrating strong academic achievement and leadership
- Have established educational and career goals and have demonstrated a probability of obtaining those goals



Memo

To: Gene Folden, Chair and Authority Members
From: Clara Bennett, Executive Director
Date: January 18, 2017
RE: **Proposed Amendment to BRAA Bylaws**

AGENDA ITEM – IX-E

An amendment to Section 4.03 of the BRAA Bylaws related to official meeting agendas and the removal of (h) Emergency Items was presented at the December 21, 2016 meeting by Mr. Folden. The proposed change is attached for consideration by the Board on second reading.

Resolution Number 01-4-17 adopting Amended and Restated Boca Raton Airport Authority Bylaws is presented for consideration by the Airport Authority Board.

A copy of the full set of BRAA Bylaws is available by request or on the BRAA webpage.
<http://bocairport.com/general/page/airport-authority-meeting-51>

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 01-4-17

A Resolution of the Boca Raton Airport Authority amending the Boca Raton Airport Authority Bylaws

WHEREAS, on July 20, 2011, pursuant to Resolution No. 07-40-11, the Boca Raton Airport Authority (the "Authority") adopted the Boca Raton Airport Authority Bylaws (the "Bylaws") to govern the conduct of the BRAA and its members in the consideration and disposition of matters involved in the operation of the Airport; and

WHEREAS, on September 21, 2011, pursuant to Resolution No. 09-45-11, on February 15, 2012, pursuant to Resolution No. 09-45-11, and on October 17, 2012, pursuant to Resolution No. 10-32-12, and on November 19, 2012, pursuant to Resolution No. 11-37-12, and on June 19, 2013, pursuant to Resolution No. 06-29-13, on August 21, 2013, pursuant to Resolution No. 08-38-13, on October 16, 2013, pursuant to Resolution No. 10-52-13, on May 21, 2014, pursuant to Resolution No. 05-22-14, on August 19, 2015, pursuant to Resolution No. 08-41-15, on September 16, 2015, pursuant to Resolution 09-44-15, and on October 21, 2015 pursuant to Resolution 10-49-15 the Authority amended the Bylaws;

WHEREAS, on December 21, 2016, at the regularly scheduled Board meeting, the Authority considered and discussed an amendment to the Bylaws (the "Proposed Amended Bylaws"), which are attached as **Exhibit A**; and

WHEREAS, the Authority now desires to adopt the Proposed Amended Bylaws.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JANUARY 2017, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby amends the Bylaws, as provided in **Exhibit A**.
3. The Executive Director, in consultation with Airport Legal Counsel, is authorized to do all things necessary to effectuate the intent of this Resolution Number 1-4-17.
4. The Chair or Vice-Chair of the Authority is hereby authorized to execute this Resolution Number 1-4-17.
5. This Resolution No. 1-4-17 shall become effective upon approval by the Board.

ADOPTED by the Boca Raton Airport Authority, this 18TH day of January 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Mitchell Fogel
Secretary & Treasurer

Gene Folden
Chair

Exhibit A

Section 4.03 Agenda

There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. The Agenda shall be in the format set forth in **Exhibit C** to these Bylaws. The Board ~~shall not~~ may take action upon any matter, proposal, or item of business which is not listed upon the official agenda or included as an amendment to the agenda which a majority of the Board Members shall have first consented to the presentation thereof for consideration and action. The Board may take agenda items out of order upon motion approved by the Board.

~~(h) Emergency Items~~

~~In the event of an unforeseen/emergency situation (defined as strongly relevant to the safety and/or operation of the Boca Raton Airport), where an agenda item must be presented to the Board without undergoing the normal submittal and review process, the item may be added to the agenda upon approval of the Executive Director or the Board. The Board should be apprised of the issue with as much advance notice as possible preceding a scheduled Board meeting.~~



BYLAWS

Originally Adopted

June 15, 2005, Resolution No. 06-10-05

Amended

October 18, 2006, Resolution No. 10-28-06; November 15, 2007, Resolution No. 11-25-07; December 12, 2007, Resolution No. 12-29-07; May 19, 2010, Resolution No. 05-14-10; September 15, 2010, Resolution No. 09-41-10

Superseded and Re-adopted

July 20, 2011, Resolution No. 07-40-11

Amended

September 21, 2011, Resolution No. 09-45-11; February 15, 2012, Resolution No. 02-07-12; October 17, 2012, Resolution No. 10-32-12; November 19, 2012, Resolution No. 11-37-12; June 19, 2013, Resolution No. 06-29-13; August 21, 2013, Resolution No. 08-38-13; October 16, 2013, Resolution No. 10-52-13; May 21, 2014, Resolution Nos. 05-22-14; August 19, 2015, Resolution No. 8-41-15 ; September 16, 2015, Resolution No. 09-44-15; October 21, 2015, Resolution No. 10-49-15; January 18, 2017, Resolution No. 1-4-17

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Article IV. Board Meetings

Section 4.01 Venue and Standing Schedule

Regular meetings of the Board shall be held in the Boca Raton City Council Chambers at City Hall or other venues approved by the Board. Regular meetings shall be held on the third Wednesday of each month at a time to be established annually by the Board at its June meeting, which established time may be changed by the Board by resolution. If the third Wednesday of a month falls on a Board-approved holiday, then the Board meeting shall be held on the following Wednesday.

Section 4.02 Public Notice

Meetings shall be noticed and advertised in accordance with the requirements of Section 189.015, Florida Statutes. Further, as required by Section 286.0105, Florida Statutes, the notice may be required to include the advice that, if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, the appellant will need a record of the proceedings, and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The notice of any meeting or workshop shall be substantially in the format set forth in Exhibit B to these Bylaws. The notice requirements of this section apply to recessed and reconvened meetings.

Section 4.03 Agenda

There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. The Agenda shall be in the format set forth in Exhibit C to these Bylaws. The Board ~~shall not~~ may take action upon any matter, proposal, or item of business which is not listed upon the official agenda or included as an amendment to the agenda which a majority of the Board Members shall have first consented to the presentation thereof for consideration and action. - The Board may take agenda items out of order upon motion approved by the Board.

(a) Consent Agenda

Consent Agenda Items are items which the Board does not need to discuss individually and which are voted on as a group. Any items may be removed from the Consent Agenda by a Member, the Executive Director or Airport Legal Counsel for discussion before the remaining items on the Consent Agenda have been moved and voted. Prior to a vote on the Consent Agenda, the Public will be invited to provide comments on any item(s) contained thereon.

(b) Regular Agenda

Regular Agenda Items are items which the Board will discuss individually. Prior to a vote on each item, the Public will be invited to provide comments.

(c) Public Request/Comment

The Meeting agenda will include a period of time when members of the public may address the Board.

(d) Authority Members Requests and Comments

The purpose of Members Requests and Comments is to promote the public discussion of matters relating to Authority business and to encourage the dissemination of information. Any Member may submit reports and information on items relating to Authority business. Members may request the preparation of resolutions, reports and other documents related to items not on the Regular Agenda.

(e) External Agenda Requests

Airport tenants, Authority contractors, the City and the County may make requests to place item(s) on the Board agenda for consideration. To make such a request, the person or entity shall complete the Agenda Item Request Form set forth as **Exhibit D** to these Bylaws, and submit the completed Agenda Item Request Form, including the attachment of all necessary and appropriate backup information and documents as exhibits to the form, at least twenty (20) days before the Board meeting. Requests for the Authority to enter into, amend or renew agreements shall be accompanied by the original executed agreement to be entered into, amended or renewed.

(f) Preparation of Agenda

The agenda for each Board meeting will be prepared by the Executive Director prior to each meeting. The Executive Director will include on the agenda items of pending business and any item requested by any Member and/or Airport Legal Counsel.

(g) Delivery of Agenda

The Executive Director shall make every effort to deliver substantially complete agenda packages to the Members no later than 6:00 p.m. on the Friday preceding the Wednesday Meeting. Agenda for Special and Emergency Meetings will be distributed in as timely a manner as possible.

~~(h) Emergency Items~~

~~In the event of an unforeseen/emergency situation (defined as strongly relevant to the safety and/or operation of the Boca Raton Airport), where an agenda item must be presented to the Board without undergoing the normal submittal and review process, the item may be added to the agenda upon approval of the Executive Director or the Board. The Board should be apprised of the issue with as much advance notice as possible preceding a scheduled Board meeting.~~

Section 4.04 Attendance

Before proceeding with the business of the Board, the designated Airport staff member shall call the roll of the Members in alphabetical order, and the names of those Members present shall be entered in the minutes. Members shall attend meetings in person, but Members may attend and participate, including voting on items, in meetings telephonically

Exhibit B



BYLAWS

Originally Adopted

June 15, 2005, Resolution No. 06-10-05

Amended

October 18, 2006, Resolution No. 10-28-06; November 15, 2007, Resolution No. 11-25-07; December 12, 2007, Resolution No. 12-29-07; May 19, 2010, Resolution No. 05-14-10; September 15, 2010, Resolution No. 09-41-10

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Article I. Introduction

Section 1.01 Boca Raton Airport Authority

The Boca Raton Airport Authority (the “Authority”) is an independent special district of the State of Florida originally created by Chapter 82-259, Laws of Florida, but which currently exists and is empowered by Chapter 2004-468, Laws of Florida (the “Enabling Legislation” or “Boca Raton Airport Authority Act”). The Authority has jurisdiction over the operation and maintenance of and improvements to the Boca Raton Airport (the “Airport”). The Authority is governed by a Board of Members (the “Board”).

Section 1.02 Relationship to Other Government Entities

The Authority is a special purpose government entity. The Airport is located on publicly owned land. The Authority has special relationships with each of the following governmental entities.

(a) The United States of America

The Authority and Airport are extensively regulated by the Federal Aviation Administration (“FAA”). The FAA provides substantial funding and technical assistance to the Airport and Authority, and the Authority’s relationship with the FAA is critical to effective and efficient operation of the Airport. In addition, the Authority and Airport are subject to the regulation of all federal agencies with jurisdiction.

(b) State of Florida

The land on which the Airport is located is owned by the Board of Trustees of the Internal Improvement Trust Fund (“BTITF”). BTITF leases the Airport land to the Authority pursuant to a long-term lease which expires on January 22, 2073. The Authority and Airport are also regulated by the Florida Department of Transportation (“FDOT”). FDOT provides substantial funding and technical assistance to the Airport and Authority, and the Authority’s relationship with the FDOT is critical to effective and efficient operation of the Airport. In addition, the Authority and Airport are subject to the regulation of all state agencies with jurisdiction.

(c) Palm Beach County

The Palm Beach County Commission appoints two of the Members of the Authority’s Board. Consistent with the Enabling Legislation, the Authority has the responsibility to operate the Airport in a manner consistent with the objectives of Palm Beach County (the “County”). In addition, the Authority and Airport are subject to applicable police powers of the County.

(d) City of Boca Raton

The Boca Raton City Council appoints five of the Members of the Authority's Board. Consistent with the Enabling Legislation, the Authority has the responsibility to operate the Airport in a manner consistent with the objectives of the City of Boca Raton (the "City"). In addition, the Authority and Airport are subject to applicable police powers of the City. The Amended and Restated Memorandum of Agreement Between the City of Boca Raton and the Boca Raton Airport Authority dated January 30, 2008, further describes, modifies and clarifies the relationship between the City and Authority.

Section 1.03 Organic Documents

The Enabling Legislation serves as the Authority's Charter.

Section 1.04 Operational Documents

The Authority has adopted the following rules and regulations, as they may be amended from time to time.

(a) Minimum Standards

The Authority has adopted the Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport (the "Minimum Standards") to provide for the regulation of aeronautical activities, airside operations and the development of airside premises.

(b) Airport Regulations

The Authority has adopted the Boca Raton Airport Regulations (the "Airport Regulations") which applies to all tenants, users, customers, vendors and visitors of or to the Airport and the Authority.

(c) Procurement Code

The Authority has adopted the Boca Raton Airport Authority Procurement Code (the "Procurement Code") to regulate the Authority's purchase of goods and services.

(d) Sign Standards

The Authority has adopted the Boca Raton Airport Sign Standards to supplement the City's regulation of signs for the safety of aeronautical activities and airside operations.

Article II. Organization of the Boca Raton Airport Authority

The Boca Raton Airport Authority is organized in the following manner.

Section 2.01 Board of Members

The Authority is governed by seven Members, which comprise the Board of Members.

Section 2.02 Executive Director

The Authority employs an aviation-experienced Executive Director who is responsible for the day-to-day operations of the Airport and the Authority.

Section 2.03 Personnel

The Authority shall employ necessary personnel who will report to the Executive Director.

Section 2.04 Consultants and Counsel

The Authority contracts with a General Consultant of Record and an Airport Legal Counsel to serve as the standing consultant and counsel for the Authority. The Authority may contract with various other consultants and counsel to provide services as needed to the Authority.

(a) General Consultant of Record

The General Consultant of Record reports to the Executive Director.

(b) Airport Legal Counsel

The Board is the client of the Airport Legal Counsel, who shall work with the Executive Director to serve the interests of the Board.

Section 2.05 Hearing Officer

There is hereby created, for the purpose of conducting administrative hearings, as may be provided for by the Bylaws, Minimum Standards, Airport Regulations, Procurement Code and Sign Standards, the position of hearing officer. The hearing officer shall be selected randomly by the Executive Director from a list of candidates approved by the Board of Members. The hearing officer shall be a member in good standing with the Florida Bar engaged in the practice of law in Palm Beach, Broward or Miami-Dade County. In addition to powers specifically conferred, the hearing officer has the power to assess and order the payment of civil fines and administrative costs.

Article III. The Board

Section 3.01 Authority and Responsibility

The Board shall be responsible for implementing the policies necessary for the effective operation, maintenance and general improvement of the Airport facilities. The Board shall be responsible for the long-range planning for Airport development. In addition, the Board shall oversee the operations of the Authority and Airport, performance of the Executive Director and Authority contracting. The Authority shall not be bound in anyway by any action on the part of an individual Member, a committee, a committee member, or an employee except when such action is taken in response to direction from and authorization by the Board.

Section 3.02 *Conduct and Additional Duties*

Members owe a fiduciary duty and duty of loyalty to the Authority. Members may closely scrutinize, by questions and personal observation, all aspects of Airport Management so as to obtain independent information to assist the Members in the performance of their duties. It is the express intent of this section, however, that such inquiry not interfere with the operations of the Airport or Authority and that recommendations for change or improvement in Airport or Authority operations be made to and through the Executive Director.

(a) Duty of Civility and Professionalism

On the dais, each Member shall: (1) refrain from attacking other Members; and (2) address all remarks through the Chair.

(b) Non-interference

Members are prohibited from interfering with the Executive Director's administration of the Airport and Authority, including but not limited to application and enforcement of contract terms and conditions, procurement, enforcement of regulations governing Airport and airside/landside operations, communication with the FDOT and FAA, and personnel decisions. Except for the purpose of enactment of resolutions or inquiries and investigations before the Board, the Board and its Members shall deal with the employees who are subject to the direction or supervision of the Executive Director solely through the Executive Director, and neither the Board nor its Members shall give any commands, directions, or instructions to, or make any demands or requests of, any such employees, either publicly or privately. Members may make requests for information to the Executive Director consistent with the Members' right to closely scrutinize, by question and personal observation, all aspects of Airport Management where such inquiry does not interfere with the operations of the Airport.

(c) Decisions and Policy Based on Accurate and Complete Information

It is the policy of the Authority that all decisions shall be made and policy shall be developed based on accurate and complete information and facts. A necessary component of this policy is the free flow of information between the Board and the Executive Director.

(i) Information Gathering

To the fullest extent possible given the information available, the Executive Director shall answer questions posed by Members, and provide information and/or documents requested by Members regarding agenda items and other matters that may come before the Board in time to allow the Member(s) to perform their duties.

(ii) **Lobbyist Registration and Disclosure**

As used in this subsection:

Lobbying means seeking to influence a decision through oral or written communication or an attempt to obtain the goodwill of any Board member, the Executive Director, or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the Board.

Lobbyist means any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose primary responsibility to the employer is overseeing the employer's various relationships with government, which may or may not include the Authority, or representing the employer in its contacts with government, which may or may not include the Authority.

Person includes all natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business entities, syndicates, fiduciaries, corporations, and all other organizations.

Lobbyist does not include:

- (1) Any employee, contract employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity, any elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves, or any member of the official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed.
- (2) Any person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing.
- (3) Any expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing.

(4) Any person who lobbies only in his or her individual capacity for the purpose of self-representation and without compensation.

(5) Any employee, contract employee, or independent contractor of the Palm Beach County League of Cities, Inc., lobbying on behalf of that entity.

Registration required. Prior to lobbying, all lobbyists shall submit an original, fully executed registration form to the Executive Director. The registration may be submitted in paper or electronic format on the Lobbyist Registration Form attached as **Exhibit A**. Each lobbyist is required to submit a separate registration for each principal represented. A registration fee of twenty-five dollars (\$25.00) must be included with each registration form submitted. A registrant shall promptly send a written statement to the Authority canceling the registration for a principal upon termination of the lobbyist's representation of that principal. This statement shall be signed by the lobbyist. Lobbying prior to registration is prohibited. It is the responsibility of the lobbyist to keep all information contained in the registration form current and up to date.

Registration exceptions. Registration shall not be required for the following:

(1) Persons under contract with the Authority as applicable who communicate with Board Members and/or the Executive Director regarding issues related only to the performance of their services under their contract;

(2) Any attorney representing a client in an active or imminent judicial proceeding, arbitration proceeding, mediation proceeding where a mediator is present, or formal administrative hearing conducted by an administrative law judge in the Division of Administrative Hearings who communicates with Authority attorneys on issues related only to the subject matter of the judicial proceeding, arbitration proceeding, mediation proceeding, or formal administrative hearing. This exception to the registration requirement includes communications with other government officials and employees conducted during depositions, mediation, arbitration hearings or trial, judicial hearings or trial, and settlement negotiations for active litigation, so long as the Authority attorneys are present for those communications.

Record of lobbying contacts.

Contact log. Except when appearing before the Board, all persons shall sign, for each instance of lobbying, contact logs maintained and available at the reception desk in the offices of Authority. The person shall provide his or her name, whether or not the person is a lobbyist as defined in this section, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. All contact logs shall be maintained by the Executive Director for a period of five (5) calendar years. If a lobbyist engages in lobbying outside of Authority offices, the lobbyist shall advise the Executive Director in writing in advance of the lobbying contact, and shall provide all the information required in the Contact Log as well as the subject matter of the lobbying contact. If lobbying occurs outside of the Authority offices and the Executive Director cannot be advised in writing prior to the lobbying contact, the lobbyist shall advise the Executive Director in writing of the lobbying contact as soon as possible thereafter, but not later than during the next business day on which the Authority offices are open.

Enforcement. If the Executive Director is informed of any person who has failed to comply with the requirements of this article, he or she shall conduct a preliminary investigation as deemed necessary under the circumstances. In the event the Executive Director determines that a violation may have occurred based on the results of the investigation, the Executive Director shall forward the matter to the hearing officer for an enforcement proceeding. The enforcement proceeding before the hearing officer shall be an informal evidentiary proceeding, and the issues for determination by the hearing officer shall be:

- (a) For failure to register – Whether the person cited: (1) is a lobbyist; (2) engaged in lobbying prior to registration; and (3) was exempt from the requirement to register prior to lobbying.
- (b) For failure to notify the Executive Director of lobbying contact outside the Authority offices – Whether the person cited: (1) is a lobbyist; (2) engaged in lobbying outside the Authority offices; and (3) whether the Executive Director was advised in writing of the lobbying contact as required.
- (c) Any person that engages in lobbying is presumed to be a lobbyist for the purpose of meeting the burden of proof for (a)(1) and (b)(1) above. This presumption is rebuttable by the alleged violator, but only if the alleged violator notifies the Executive Director in writing at least ten (10) days before the noticed hearing that the alleged violator intends to

dispute whether he or she is or was a lobbyist. If the alleged violator provides such written notice to the Executive Director, the Authority shall have the right to depose the alleged violator in accordance with the requirements of Fla. R. Civ. P. 1.310 and/or 1.320.

- (d) The hearing officer shall provide notice to the alleged violator by certified mail or certified delivery service of the date, time, and place of the enforcement proceeding at least twenty (20) days prior to the date of the proceeding. Notice of the proceeding shall also be posted at the Authority offices.
- (e) All enforcement proceedings shall be audio and/or video recorded by the Authority and open to the public. Any person may have enforcement proceedings transcribed at their own expense. Any person whose substantial interests may be affected by the enforcement proceeding, including the alleged violator, shall be given an opportunity to be heard.
- (f) The alleged violator shall have the right to present evidence, and call and cross-examine witnesses.

Penalties. Violations of the lobbying and contact requirements provided for above shall be:

- (a) Failure to properly register as a lobbyist may be punishable by a fine of up to two hundred fifty dollars (\$250) per day for each day an unregistered lobbyist engages in lobbying activity, in an amount not to exceed a total of two thousand five hundred dollars (\$2,500).
- (b) Failure to properly provide lobbying contact information may be punishable by a fine of up to two hundred fifty dollars (\$250) for each violation.
- (c) Lobbying while suspended pursuant to subsection (f) or (g) below shall be punishable by a fine of up to two thousand five hundred (\$2,500) per day for each day the suspended lobbyist engages in lobbying activity
- (d) In addition to the fines provided above, if a violation is determined by the hearing officer to have occurred, the hearing officer may impose administrative charges to recover all costs incurred in carrying out the enforcement proceeding.

- (e) Any fine and administrative charge imposed by the hearing officer shall be paid in US funds to the Boca Raton Airport Authority within thirty (30) days of the date of imposition of the fine. After thirty (30) days, fines and administrative charges become delinquent and accrue interest at the rate set by the Chief Financial Officer of Florida pursuant to §55.03, Florida Statutes, as it may be amended from time to time.
- (f) If a lobbyist fails to pay timely any fines and administrative charges imposed by the hearing officer, that lobbyist is automatically suspended without further notice until the fines and administrative charges, and any interest thereon are paid in full. The lobbyist may not engage in lobbying until the suspension is over. The Executive Director and all Members will be informed of the lobbyist's suspension and termination of the suspension, as applicable..
- (g) Any person who violates the provisions of this section more than once during a twelve-month period (including, but not limited to, the failure timely to pay a fine and administrative charges imposed by the hearing officer) shall, in addition to being required to pay all fines and administrative charges imposed by the hearing officer, be suspended from lobbying before the Authority as follows: a second violation (first repeat violation) shall result in a suspension of one (1) year from the date of occurrence of the second violation; a third violation (second repeat violation) shall result in a suspension of two (2) years from the date of occurrence of the third violation.
- (h) The Executive Director may refer any outstanding imposed fines and/or administrative charges, including any interest accrued thereon pursuant to subsection (e), to a collection agency if the fines or administrative charges remain unpaid for a period of ninety (90) days after they become delinquent.

(d) Public Records

The Authority is responsible for the maintenance, disposition, disclosure and eventual destruction of public records in accordance with law. Members are advised that any and all public records, as defined by §119.011(12), Florida Statutes, made or received by them in connection with Authority business that qualify as a public record shall be treated as public records of the Authority. Members are further advised that public records may be created on their personal electronic devices. Members shall retain public records in accordance with Florida's Public Records Act.

Section 3.03 Officers

The officers of the Board shall be a Chair, Vice-Chair, and Secretary/Treasurer.

(a) Chair

The Chair shall preside at all meetings of the Board. The Chair shall serve as primary spokesman for the Board. The Chair shall execute all instruments, resolutions and other documents on behalf of the Authority, unless such power has been delegated or the Chair is unavailable. Whenever the Authority desires to be represented at meetings, conferences or other occasions, the Chair may represent the Authority at such meetings, conferences or other occasions or another Member or the Executive Director may do so. Such representative shall report to the Board with regard to such meeting, conference, or other occasion.

(b) Vice-Chair

The Vice-Chair shall act as Chair in the absence of the Chair and when so acting shall have all the power and authority of the Chair. The Vice-Chair may execute all instruments, resolutions and other documents on behalf of the Authority when the Chair is unavailable.

(c) Secretary/Treasurer

The Secretary/Treasurer shall seal official documents of Board proceedings. The Secretary/Treasurer shall be the principal officer tasked with the oversight of Authority funds. A report on the financial status of the Authority shall be provided at the regular monthly meeting, including when appropriate, a report on significant variances and recommendations concerning the investment of uncommitted Authority funds.

(d) Election and Term

Officers shall be elected by the Board for a one-year term at the regular June meeting each year; provided, however, such term may extend until the next duly qualified officer shall be elected by the Board. The Board may fill officer vacancies at any regular meeting or special meeting called for that purpose. The Chair, Vice-Chair and Secretary/Treasurer may not serve more than two (2) consecutive terms in one position.

Section 3.04 Committees

Committees may be created by the Board to advise it with regard to specific issues, events, circumstances, or conditions. The Chair shall recommend for appointment to committees persons and/or Members to serve on committees. Committee appointments shall be made by the Board from among the Chair's recommendations. Members may volunteer for appointment by the Chair. Committees are advisory bodies and their action cannot bind the Authority. All recommendations of a committee shall be presented at a regular or special meeting of the Board.

(a) Standing

The Board may create standing committees to advise the Board with regard to ongoing or recurring issues related to the Airport or the Authority. These standing committees shall continue in existence until dissolved by resolution of the Board at a regular or special meeting. Meetings of standing committees shall be conducted in accordance with Section 286.011, Florida Statutes, as it may be amended from time to time.

(b) Authority Tasks

The Board may create committees to advise and inform the Board with regard to Authority Tasks. Meetings of Authority task committees shall be conducted in accordance with the requirements of Section 286.011, Florida Statutes, as it may be amended from time to time.

(c) Other

The Board may create other committees as it deems appropriate.

Section 3.05 Check Signatories

(a) Standing

The Chair, Vice-Chair and Secretary/Treasurer are authorized to sign checks paid out by the Authority.

(b) Designated

(i) Members

At any regular meeting, the Board may designate additional Members of the Board as authorized to sign checks paid out by the Authority and may change this designation from time to time as deemed necessary or prudent.

(ii) Executive Director and Other Authorized Employees

The Executive Director's standing check signing authority is set forth in the Accounting Policies and Procedures Manual, which may only be amended by resolution. The Board may authorize any senior management employee to sign checks paid out by the Authority, and may limit such authorization in any manner it deems appropriate, provided that such authorization be provided by resolution. Unless otherwise provided in the authorizing resolution, check signing authority given to a senior management employee shall expire 180 days from the effective date of the resolution.

Article IV. Board Meetings

Section 4.01 Venue and Standing Schedule

Regular meetings of the Board shall be held in the Boca Raton City Council Chambers at City Hall or other venues approved by the Board. Regular meetings shall be held on the third Wednesday of each month at a time to be established annually by the Board at its June meeting, which established time may be changed by the Board by resolution. If the third Wednesday of a month falls on a Board-approved holiday, then the Board meeting shall be held on the following Wednesday.

Section 4.02 Public Notice

Meetings shall be noticed and advertised in accordance with the requirements of Section 189.015, Florida Statutes. Further, as required by Section 286.0105, Florida Statutes, the notice may be required to include the advice that, if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, the appellant will need a record of the proceedings, and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The notice of any meeting or workshop shall be substantially in the format set forth in **Exhibit B** to these Bylaws. The notice requirements of this section apply to recessed and reconvened meetings.

Section 4.03 Agenda

There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. The Agenda shall be in the format set forth in **Exhibit C** to these Bylaws. The Board shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda or included as an amendment to the agenda. The Board may take agenda items out of order upon motion approved by the Board.

(a) Consent Agenda

Consent Agenda Items are items which the Board does not need to discuss individually and which are voted on as a group. Any items may be removed from the Consent Agenda by a Member, the Executive Director or Airport Legal Counsel for discussion before the remaining items on the Consent Agenda have been moved and voted. Prior to a vote on the Consent Agenda, the Public will be invited to provide comments on any item(s) contained thereon.

(b) Regular Agenda

Regular Agenda Items are items which the Board will discuss individually. Prior to a vote on each item, the Public will be invited to provide comments.

(c) Public Request/Comment

The Meeting agenda will include a period of time when members of the public may address the Board.

(d) Authority Members Requests and Comments

The purpose of Members Requests and Comments is to promote the public discussion of matters relating to Authority business and to encourage the dissemination of information. Any Member may submit reports and information on items relating to Authority business. Members may request the preparation of resolutions, reports and other documents related to items not on the Regular Agenda.

(e) External Agenda Requests

Airport tenants, Authority contractors, the City and the County may make requests to place item(s) on the Board agenda for consideration. To make such a request, the person or entity shall complete the Agenda Item Request Form set forth as **Exhibit D** to these Bylaws, and submit the completed Agenda Item Request Form, including the attachment of all necessary and appropriate backup information and documents as exhibits to the form, at least twenty (20) days before the Board meeting. Requests for the Authority to enter into, amend or renew agreements shall be accompanied by the original executed agreement to be entered into, amended or renewed.

(f) Preparation of Agenda

The agenda for each Board meeting will be prepared by the Executive Director prior to each meeting. The Executive Director will include on the agenda items of pending business and any item requested by any Member and/or Airport Legal Counsel.

(g) Delivery of Agenda

The Executive Director shall make every effort to deliver substantially complete agenda packages to the Members no later than 6:00 p.m. on the Friday preceding the Wednesday Meeting. Agenda for Special and Emergency Meetings will be distributed in as timely a manner as possible.

(h) Emergency Items

In the event of an unforeseen/emergency situation (defined as strongly relevant to the safety and/or operation of the Boca Raton Airport), where an agenda item must be presented to the Board without undergoing the normal submittal and review process, the item may be added to the agenda upon approval of the Executive Director or the Board. The Board should be apprised of the issue with as much advance notice as possible preceding a scheduled Board meeting.

Section 4.04 Attendance

Before proceeding with the business of the Board, the designated Airport staff member shall call the roll of the Members in alphabetical order, and the names of those Members present shall be entered in the minutes. Members shall attend meetings in person, but Members may attend and participate, including voting on items, in meetings telephonically

twice during any year, subject to other requirements of law. For purposes of this provision, a year begins on June 1 and ends on May 31 of the following year. Notification by Members of their intent to participate in a meeting telephonically must be made at least twenty four (24) hours prior to the meeting. The Executive Director shall adopt procedures for telephonic attendance.

Section 4.05 Quorum

A quorum shall consist of four (4) Members. Should no quorum attend within 30 minutes after the hour appointed for the meeting of the Board, the Chair, the Vice-Chair, or the Secretary/Treasurer, in that order, or in their absence, the Executive Director, may make a determination that the meeting is cancelled for lack of a quorum. Members attending a meeting telephonically are not counted toward the establishment of a quorum.

Section 4.06 Board Approval

All matters requiring Board approval shall be addressed by motion or resolution, except for amendment of these Bylaws, which may be approved by resolution only. Actions on routine administrative or procedural matters may be taken by motion duly approved and recorded in the minutes of the meeting. No resolution or motion shall be adopted by the Authority without the affirmative vote of at least four (4) Members. A resolution to amend these Bylaws must be approved at a regularly scheduled Board meeting, and may be approved only after it has been read and/or discussed as an agenda item at a prior regularly scheduled Board meeting that occurred within 90 days of the Board meeting approving the resolution.

Section 4.07 Voting

Voting shall be by roll call vote with the vote of each attending Member being entered in the minutes. The Chair may employ voting for administrative or procedural items by voice vote instead of roll call, unless objected to by a Member, in which case voting shall be by roll call vote. Each attending Member shall vote on each motion that is considered by the Board unless allowed or required to abstain by law.

Section 4.08 Parliamentary Procedure

(a) Governing Rules

Board proceedings shall be conducted in accordance with these Bylaws and Robert's Rules of Order. If there is a conflict between these Bylaws and Robert's Rules of Order, the provisions of these Bylaws shall take precedence; provided, however, in all cases the Boca Raton Airport Authority Act shall control and take precedence.

(b) Question Under Consideration

When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, lay on the table, postpone, substitute, or amend until the question is decided. These motions shall have preference in the order in which they are mentioned and the first two exceptions

noted above shall be decided without debate. Final action upon a pending motion may be deferred until a date certain by an affirmative vote of at least four (4) Members.

(c) As to the Chair

The Chair or any Member may move or second a motion, subject only to such limitations of debate as are by these rules imposed upon all Members.

(d) Getting the Floor

A Member shall be recognized by the Chair before claiming the floor. No Member who has already had the floor in debate on a pending question shall be entitled to it again so long as any Member who has not spoken on that question claims the floor. A Member shall be deemed to have yielded the floor when he/she has finished speaking.

(e) Motions

The Chair shall recognize a Member prior to a Member making a motion or speaking in debate. A Member who makes a motion shall be recognized in preference to other Members, in speaking on the motion.

(f) Interruption/Inquiry

A Member may request, to or through the Chair, a Point of Information to obtain relevant information. A Member may make a parliamentary inquiry requesting information or the Airport Legal Counsel's opinion on the rules. A Member may make a Point of Order asserting a breach of the rules or challenging a ruling of the Airport Legal Counsel. If a Member is speaking when a Point of Order is made, the Member shall cease speaking until the Airport Legal Counsel rules. By motion and second, a decision of the Airport Legal Counsel on a Point of Order may be appealed to the Board with the question, "Shall the decision of the Airport Legal Counsel be overturned?", which question shall be decided by a vote of the Board.

(g) Reconsideration

Action of the Board may be reconsidered at the same meeting or at the next meeting of the Board. A motion for reconsideration may only be made by a Member who voted on the prevailing side of the question and the motion shall carry only with the concurrence of at least four (4) of the Members. A motion for reconsideration may not be entertained at the next meeting (1) if the provisions of the earlier action have been partly carried out; (2) in the nature of a contract when the party to the contract has been notified of the outcome; and (3) in the case of any vote which has caused something to be done that it is impossible to undo. Adoption of a motion to reconsider shall rescind the action reconsidered.

Section 4.09 Regular Meetings

Regular meetings of the Board shall be conducted to address the business of the Authority.

Section 4.10 Special Meetings

Four Members of the Board, the Chair, or the Executive Director, may call special meetings of the Board to consider a single issue or substantially related issues that must be addressed prior to the Board's next regular meeting. The Executive Director, or the Executive Director's designee, shall publish notice of a special meeting in a local newspaper circulated in Palm Beach County at least seven (7) days prior to such special meeting.

Section 4.11 Workshops

Four Members of the Board, the Chair, or the Executive Director, may call workshops of the Board. The purpose of a workshop is to discuss, research, and review item(s) of business. The Board shall take no action on items listed on the agenda of a workshop other than to schedule another workshop, direct additional fact-finding by the Executive Director, General Consultant of Record and/or Airport Legal Counsel, and/or schedule consideration of item(s) considered at the workshop at a regular meeting of the Board. The Executive Director, or the Executive Director's designee, shall publish notice a workshop in a local newspaper circulated in Palm Beach County at least seven (7) days prior to such workshop.

Section 4.12 Emergency Meetings

An emergency meeting of the Board may be called by four Members of the Board, the Chair, Vice-Chair or Executive Director whenever an emergency exists which requires immediate action by the Board. Whenever an emergency meeting is called, the Executive Director, or if the Executive Director is unavailable, the Airport Legal Counsel shall serve either verbal or written notice upon each Member stating the date, hour and place of the emergency meeting and the nature of the emergency for which the emergency meeting has been called. At least 24 hours shall elapse between the time notice of the emergency meeting is given and the time the meeting is to be held. If, because of the nature of the emergency, it was impossible to give notice to each Member or it was impossible to let 24 hours elapse, reasonable notice under the circumstances must be given. The failure to provide 24 hour notice shall not affect the legality of the meeting if the action taken at an emergency meeting is subsequently ratified by the Board. Members may appear at an emergency meeting via telephone or other similar technology, provided that a quorum of the Board is established in accordance with the requirements of Section 4.05. No approval of the Authority's annual budget shall be granted at an emergency meeting. The Executive Director, or the Executive Director's designee, shall post notice of emergency meetings on the Authority's website as soon as possible after such emergency meeting is scheduled.

Section 4.13 Resolutions

(a) Preparation of Resolutions

The Executive Director, with the advice of Airport Legal Counsel, shall prepare resolutions to be placed on the Authority agenda for adoption.

(b) Numbering of Resolutions

All resolutions of the Board shall be numbered consecutively by the Airport Staff in the following manner: Resolution No. [two digit number of calendar month]-[consecutive resolution for calendar year]-[last two digits of calendar year]. For example, if the first resolution passed in 2011 was passed in January, then the resolution should be numbered 01-01-11.

Section 4.14 Minutes

Minutes of Board meetings shall be recorded in accordance with Section 286.011, Florida Statutes, as it may be amended from time to time. The names of the Members present at meetings shall be recorded in the minutes by the Airport staff. The minutes of each special or emergency meeting shall show the manner and method by which notice of such special or emergency meeting was given to each Member.

Article V. Airport Management

Section 5.01 Executive Director.

The Board shall employ an aviation-experienced Executive Director (the "Executive Director") to administer all airport operations and to supervise all airport projects. The employment of the Executive Director shall be through a written employment agreement which shall set forth, without limitation, the duties, term of employment, and compensation of the Executive Director.

Section 5.02 State of Emergency.

In the event of a Federal, State, County or City declared emergency, a National Weather Service declared watch or warning, or an incident requiring police, fire department, FEMA or military intervention which endangers the health, safety or welfare of persons at or using the Airport, or the community at large, or poses a substantial risk of damage to property at the Airport or of the Authority (an "Event"), the Executive Director may waive any provision or provisions of the rules and regulations, minimum standards, employee handbook, or procurement code, for so long as the Event persists plus a reasonable time before and after in order to prepare for and respond to the Event to preserve and protect Airport property, resources and services. The Executive Director shall report Events and any actions taken by the Executive Director pursuant to this section to the Board at the earliest opportunity but in no event later than the next Board meeting.

Article VI. Budget

The Board shall adopt a budget prior to September 30 of each year for the ensuing fiscal year commencing on October 1. The Budget shall be itemized by income or expenditure category. If the Board fails to adopt a budget prior to September 30, the Board shall continue to operate

consistent with the budget adopted for the previous fiscal year until a new budget is adopted. The budget and any amendments thereto shall be adopted only by action of the Board taken at a regular or special meeting, but not at an emergency meeting. Once the Board adopts the budget, the Executive Director shall have discretion to expend budgeted funds to the extent of the total amount budgeted.

Article VII. Ethics

Members are subject to the requirements of Chapter 112, Part III, Florida Statutes, which is known as the Code of Ethics for Public Officers and Employees, and Chapter 2, Art XIII, Palm Beach County Code of Ordinances, which is known as the Palm Beach County Code of Ethics, as applicable. Members are responsible for conducting themselves ethically and in accordance with these and other laws applicable to them. Members may request guidance from Airport Legal Counsel with regard to their ethical duties related to their position on the Board. Guidance regarding ethical duties shall be provided by Airport Legal Counsel to Members in the form of a Memorandum, which will be recorded in the Member's file. Members may retain independent counsel, at their own expense, for such guidance.

Article VIII. Public Access

Meetings of the Board are subject to the requirements of Art. I, Section 24 of the Florida Constitution of 1968, and laws adopted by the legislature to implement this section, as they may be amended from time to time. The Board recognizes the importance of protecting the right of all citizens to express their opinions on the operation of the Boca Raton Airport, and encourages citizen participation. The Board also recognizes the necessity for conducting orderly and efficient meetings so that Board business may be completed in a timely manner. Members of the public wishing to speak at meetings of the Board shall comply with the procedures set forth below.

Section 8.01 Citizen Comment Card

For the purpose of organizing the conduct of each meeting, the Board shall request speakers fill out a Comment Card as set forth in Exhibit E to these Bylaws.

Section 8.02 Allotted Time

Each citizen shall be limited to a maximum speaking time of three minutes, although the Board shall have the discretion to adjust speaking times as it deems necessary and appropriate.

Section 8.03 Relevancy

Each citizen's comments must be relevant to the Authority's business. The Chair may curtail irrelevant comments, but such decision may be overridden by the Board.

Section 8.04 Dissemination of Information

Any member of the public desiring to submit information to the Board may do so either when they are recognized to speak or by submitting the information to the Clerk of the

Board. Early submission of information relevant to an item appearing for Board consideration is encouraged.

Section 8.05 *Manner*

Each person addressing the Board shall step up to the podium, and shall give his/her name and address in an audible tone of voice for the minutes. All remarks shall be addressed to the Board as a body and not to any Member thereof. No person other than Members and the person taking the floor shall be permitted to enter into any discussion.

Section 8.06 *Decorum*

Any person making impertinent remarks or who becomes boisterous or disruptive while addressing the Board shall be ruled out of order by the Chair and directed to leave the podium. A member of the public who fails to comply with a directive from the Chair may be removed from the meeting. Permission to continue or again address the Board may be granted by a vote of at least four (4) Members.

.....**End of Bylaws**.....

Exhibit A - Lobbyist Registration Form

Name of Lobbyist: _____
Lobbyist Email: _____ Lobbyist Business Phone: _____
Firm Name (if applicable): _____
Business Address (Street/P.O. Box, City, Zip Code): _____

Description of nature and extent of any direct business association or partnership with any current Board Member or the Executive Director: _____

Principal Represented: _____

Principal Contact Name: _____
Principal Contact Email: _____
Principal Firm Name: _____
Address: _____
Interest of Principal: _____

I hereby submit this registration form, and state that the information contained herein is true and correct.

Registrant/Lobbyist is authorized to represent the above principal.

Principal Signature

Lobbyist Retained Date

Registrant/Lobbyist Signature

Date

Return original completed form to:

Clara Bennett, Executive Director
3701 FAU Blvd., Suite 205
Boca Raton, FL 33431
clara@bocaairport.com

A Fee of \$25.00 is due upon registration of each principal.

Exhibit B - Form of Public Meeting Notice

NOTICE OF PUBLIC MEETING

The Board of Members of the Boca Raton Airport Authority (or specific committee of the Authority) will hold a (meeting or workshop) on _____, 20__, at ____ a.m. (p.m.) at (location). (In the case of a special meeting or workshop, the purpose of the workshop shall be stated.)

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF MEMBERS WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.”

Exhibit C – Form of Agenda

- I. ROLL CALL**
- II. APPROVAL OF MINUTES**
- III. AGENDA CHANGES**
- IV. PUBLIC REQUESTS**
- V. CONSENT AGENDA**
- VI. FEDERAL, STATE AND MUNICIPAL INPUT**
- VII. FINANCIAL REPORT**
- VIII. NOISE ABATEMENT PROGRAM**
- IX. TENANT REPORTS AND REQUESTS**
- X. EXECUTIVE DIRECTOR AND STAFF REPORTS**
- XI. AUTHORITY MEMBERS REQUESTS AND REPORTS**
- XII. PUBLIC COMMENT**
- XIII. OTHER BUSINESS**
- XIV. MISCELLANEOUS**
- XV. ADJOURNMENT**

Exhibit D – Agenda Item Request Form

Requesting Party: _____

Name of Party Representative: _____

In which month do you wish the Authority Board to consider your request? _____

Describe the request in as much detail as possible, and attach any backup documentation for the request to this form: _____

Are you requesting that the Boca Raton Airport Authority enter into a contract with you or amend an existing contract? _____. If so, have you provided the contract to Airport Legal Counsel for review? _____

Have you reviewed the Minimum Standards and Airport Regulations to understand what you will need to do for approval of your request? _____

Signature: _____

By: _____

Date: _____

Exhibit E – Comment Card

Citizen's Comment Card

NAME: _____ **PHONE:** _____
ADDRESS: _____
Organization I Represent: _____ Title: _____
QUESTION/COMMENT _____



Memo

To: Gene Folden, Chair and Authority Members
From: Clara Bennett, Executive Director
Date: January 18, 2017
RE: **Board Workshop**

AGENDA ITEM – X - A

Airport Management has scheduled a Board Workshop which will be held on January 24th at the Boca Raton Airport Authority Administrative Building from 1-5 p.m.