

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, July 19, 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, July 19, 2017 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter, as well as, the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will 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

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

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of June 21, 2017.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

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

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

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the June 2017 Financial Report.

Consider a Motion for approval of the Financial Report for June 2017.

VIII. TENANT REPORTS AND REQUESTS

A. Atlantic Aviation – Boca Raton, LLC – Special Event Request.

Consider Resolution No. 07-15-17 of the Boca Raton Airport Authority conditionally approving Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira, Special Event, to be held on August 29, 2017.

B. Boca Aircraft Owners Hangars 1 – 5 Reversion.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of June 2017.

B. U.S. Customs and Border Protection Facility – Water Service License Agreement.

Consider Resolution No. 07-16-17 of the of the Boca Raton Airport Authority approving a License Agreement with the City of Boca Raton for the installation of water and sewer transmission lines to serve the U. S. Customs and Border Protection Facility.

C. External Auditing Services - Extension of Grau & Associates Contact.

D. Accounting Policy and Procedure Manual – Proposed Amendments.

Consider Resolution No. 07-18-17 of the Boca Raton Airport Authority amending the Accounting Policy and Procedure Manual.

E. Airport Management Request for a Fourth Authorized Board Check Signer.

Consider a Motion of the Boca Raton Airport Authority authorizing Mr. Gene Folden as the fourth signer of checks.

F. Airport Access Badge Fees.

Consider Resolution No. 07-19-17 of the Boca Raton Airport Authority adopting the current access badge fees into the Airport Fee Schedule in accordance with the revised Accounting Policy.

G. Customs and Border Protection Facility Fee Schedule.

Consider Resolution No. 07-20-17 of the Boca Raton Airport Authority approving the Customs and Border Protection Facility Fee Schedule.

H. Disadvantaged Business Enterprise (DBE) Goal Setting Report.

Consider Resolution No. 07-21-17 of the Boca Raton Airport Authority setting the Authority's DBE participation goal at 24.67% for the 2017-2023 Capital Improvement Plan.

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

Consider Resolution No. 07-22-17 of the Boca Raton Airport Authority approving the Joint Participation Agreement (JPA) for Financial Project No. 441606-1-94-01 with the State of Florida Department of Transportation for Air Traffic Control Tower Rehabilitation Phase 2.

J. Customs and Border Protection Facility wall graphics presentation.

K. Salary and Benefits Study.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Board Member Assignments to Various Projects.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for August 16, 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
June 21, 2017
Boca Raton City Hall – Council Chambers**

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

BOARD MEMBERS

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

COUNSEL

Amy Petrick, Esquire – Lewis, Longman, & Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Jose Blanco, Operations Coordinator
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.bocairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the May 19, 2017 Regular Meeting was made by Mr. Nobles and seconded by Mr. Fox. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda Changes.

ELECTION OF OFFICERS

Ms. Petrick gave an overview of the Bylaws in relationship to the Election of Officers.

Mr. Fox nominated Mr. Randy Nobles for Chair and Ms. Budd nominated Mr. Mitchell Fogel for Chair.

Ms. Budd, Mr. Nobles and Mr. Fogel voted for Mr. Fogel. Mr. Fox, Mr. Nau and Mr. Folden voted for Mr. Nobles. The vote was tied 3-3.

Mr. Nobles withdrew his nomination for Chair. Mr. Fogel was unanimously elected Chair.

Mr. Nobles nominated Ms. Cheryl Budd for Vice-Chair. Mr. Fox nominated Mr. Gene Folden for Vice-Chair. Mr. Fogel, Ms. Budd, Mr. Nau, and Mr. Nobles voted for Ms. Budd. Mr. Folden and Mr. Fox voted for Mr. Folden. Cheryl Budd was elected Vice-Chair with a vote of 4-2.

Mr. Fogel nominated Mr. Randy Nobles for Secretary/Treasurer. Mr. Nobles was unanimously elected Secretary/Treasurer.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no federal, state or municipal input.

PUBLIC REQUESTS

There were no public requests.

FINANCIAL REPORT

Ms. Camilo presented the Financial Report for May 2017.

Ms. Budd asked that Board related legal items be listed separately on the financial report in the future.

A MOTION to approve the Financial Report for May 2017 was made by Mr. Folden and seconded by Mr. Nobles. The Motion carried unanimously.

David Caplivski, Audit Manager, Grau & Associates presented the Audit Report for the fiscal year ending September 30, 2016.

A discussion ensued.

A MOTION to approve Resolution No. 06-11-17 adopting the Boca Raton Airport Authority's Financial Statements, Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and the Independent Auditor's Reports for the fiscal year ending September 30, 2016 was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.

Ms. Camilo presented the 2017 Investment Report.

TENANT REPORTS AND REQUESTS

Mr. Matthew Chaloux, Director of Auxiliary Services, from Lynn University spoke regarding the request to install a new monument sign.

A MOTION to approve Resolution No. 06-12-17 granting conditional approval for Atlantic Aviation – Boca Raton, LLC's request for exterior roadway signage improvements for Lynn University was made by Mr. Fox and seconded by Mr. Folden. The Motion carried unanimously.

Lt. Col. Harding, Civil Air Patrol, requested a donation to assist Civil Air Patrol in securing a hangar for their new aircraft.

A MOTION to approve a donation to the Civil Air Patrol was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.

Ms. Kyra Poulos, Special Events Operations Manager, spoke regarding Food for the Poor and the upcoming Taste of Hope event to be held at Signature Flight Support.

A MOTION to approve Resolution No. 06-13-17 granting conditional approval to Signature Flight Support Corporation to host the Food for the Poor, Inc., Taste of Hope Event on November 2, 2017 was made by Ms. Budd and seconded by Mr. Fox. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Blanco presented the Noise Abatement/Operations Summary for the month of May 2017 in its new format.

Mr. Blanco presented the License Agreement with Wimbledon Villas of Town Place Homeowners Association, Inc. for the installation of a noise monitoring terminal.

A MOTION to approve Resolution No. 06-14-17 approving the License Agreement with Wimbledon Villas of Town Place Homeowners Association, Inc. for the installation of a permanent noise monitor was made by Mr. Fogel and seconded by Ms. Budd. The Motion carried unanimously.

Mr. Michael Schneider, Green Advertising, gave a quarterly update on the Boca Raton Airport Authority Community Engagement & Corporate Identity Program.

Ms. Bennett gave a Year-to-Date 2017 Business Objectives Update.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Fogel welcomed Mr. Jim Nau to the Board.

Mr. Nau introduced himself to the Board.

Ms. Budd thanked Mr. Folden for his service as Chair over the past two years.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, July 19, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 8:05 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
 From: Ariadna Camilo, Finance and Administration Manager
 Date: July 19, 2017
 RE: **Financial Report – June 2017**

AGENDA ITEM – VII – A

Airport Management will provide an overview of the Financial Report for the nine months ending June 30, 2017.

Total Operating Revenues as of June 30, 2017 were \$2,695,790, an increase of \$108,945 or 4.2% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue.

Total Non-Operating Revenues as of June 30, 2017 were \$467,806.

Total Operating Expenses as of June 30, 2017 were \$1,582,211 a decrease of \$346,404 or 18.0% compared to budget. Significant variances in expenses compared to budget for the nine months ending June 30, 2017 are as follows:

- Personnel Expenses are down \$110,656 or 14.1% to budget.
- Professional Services expenditures are down \$106,991 or 40.5% to budget, primarily due to expenses being lower than anticipated.
- Legal Services year to date are as follows:

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
GENERAL	\$ 8,907	\$ 14,542	\$ 15,521	\$ 24,835	\$ 10,155	\$ 15,945	\$ 16,402	\$ 5,507	\$ 7,711	\$ 119,523
CUSTOMS	\$ -	\$ -	\$ 125	\$ 390	\$ -	\$ -	\$ 390	\$ 780	\$ -	\$ 1,685
EMAS	\$ 250	\$ 257	\$ -	\$ 885	\$ 1,826	\$ -	\$ -	\$ -	\$ -	\$ 3,218

Total Non-Operating Expenses as of June 30, 2017 were \$4,220,309. 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 \$4,220,309 in Non-Operating Expenses, \$4,902 were attributable to project-related legal fees, while \$87,102 were attributable to Capital Outlay purchases of airfield equipment, information systems equipment and an airport vehicle.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Nine Months Ending June 30, 2017
(unaudited)

Summary Results

	FY 2017 Annual Budget	FY 2017 June Actual	FY 2017 June Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,449,127	\$ 2,695,790	\$ 2,586,845	\$ 108,945	4.2%
Operating Expenses	\$ 2,571,487	\$ 1,582,211	\$ 1,928,615	\$ (346,404)	-18.0%
Operating Income/(Loss) before depreciation	\$ 877,640	\$ 1,113,579	\$ 658,230	\$ 455,349	69.2%
Depreciation	\$ 1,327,849	\$ 995,887	\$ 995,887	\$ -	0.0%
Net Income/(Loss)	\$ (450,209)	\$ 117,692	\$ (337,657)	\$ 455,349	-134.9%
Non-Operating Revenues	\$ 9,207,633	\$ 467,806			
Change in Net Assets	\$ 10,085,273	\$ 1,581,385			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Nine Months Ending June 30, 2017
(unaudited)

Revenue Summary

	FY 2017 Annual Budget	FY 2017 June Actual	FY 2017 June Budget	Variance	
				FY 2017 Actual vs. Budget Dollars	Percent
Rent Revenues	\$ 2,840,927	\$ 2,143,657	\$ 2,130,695	\$ 12,962	0.6%
Fuel Flowage Fees	\$ 425,000	\$ 467,227	\$ 318,750	\$ 148,477	46.6%
Interest Income	\$ 58,500	\$ 40,366	\$ 43,875	\$ (3,509)	-8.0%
Customs Facility Revenue	\$ 36,000	\$ -	\$ 27,000	\$ (27,000)	-100.0%
Other Revenues	\$ 88,700	\$ 44,540	\$ 66,525	\$ (21,985)	-33.0%
Total Operating Revenues	\$ 3,449,127	\$ 2,695,790	\$ 2,586,845	\$ 108,945	4.2%
FDOT Grants	\$ 2,487,633	\$ 375,103			
FAA Grants	\$ 6,720,000	\$ 92,702			
Total Non-Operating Revenues	\$ 9,207,633	\$ 467,806			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Nine Months Ending June 30, 2017
(unaudited)

Expense Summary

	FY 2017	FY 2017	FY 2017	Variance	
	Annual Budget	June Actual	June Budget	FY 2017 Actual vs. Budget Dollars	Percent
Personnel Expenses	\$ 1,046,654	\$ 674,334	\$ 784,990	\$ (110,656)	-14.1%
Professional Services	\$ 352,000	\$ 157,010	\$ 264,000	\$ (106,991)	-40.5%
Operating Expenses	\$ 239,339	\$ 174,594	\$ 179,504	\$ (4,910)	-2.7%
Airport Operations	\$ 461,691	\$ 308,180	\$ 346,268	\$ (38,088)	-11.0%
Insurance Expense	\$ 181,711	\$ 104,481	\$ 136,283	\$ (31,802)	-23.3%
ATCT Facility	\$ 51,432	\$ 37,042	\$ 38,574	\$ (1,532)	-4.0%
Customs Facility	\$ 77,808	\$ 100	\$ 58,356	\$ (58,256)	-99.8%
Marketing & Special Events	\$ 160,852	\$ 126,471	\$ 120,639	\$ 5,832	4.8%
Total Operating Expenses	\$ 2,571,487	\$ 1,582,211	\$ 1,928,615	\$ (346,404)	-18.0%
Capital Outlay	\$ 200,500	\$ 87,102			
Capital Improvement Program	\$ 10,109,541	\$ 4,133,207			
Total Non-Operating Expenses	\$ 10,310,041	\$ 4,220,309			



Boca Raton Airport Authority
Balance Sheet Summary
June 30, 2017
(unaudited)

Summary Results

ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 825,759	
Receivables	\$ 91,097	
Due From Other Governments	\$ 427,848	
Money Markets	\$ 483,241	
Certificates of Deposit	\$ 3,601,797	
Certificates of Deposit, Restricted	\$ 181,724	
Other Assets	\$ 121,755	
Total Current Assets	\$ 5,733,221	
Non-Current Assets		
Rent Receivable	\$ 494,644	
Capital Assets		
Land	\$ 1,791,886	
Avigation Easements	\$ 4,835,961	
Project in Progress	\$ 16,559,431	
Buildings	\$ 2,854,224	
Land Procurement	\$ 955,070	
Leasehold Improvements	\$ 8,220,981	
Furniture, Fixtures, and Equipment	\$ 2,732,326	
Infrastructure	\$ 13,646,351	
Less Accumulated Depreciation	\$ (18,026,602)	
Total Non-Current Assets	\$ 34,064,273	
Total Assets	\$ 39,797,494	
LIABILITIES AND CAPITAL		
Current Liabilities		
Accounts Payable	\$ 360,090	
Due to Other Governments	\$ 60,433	
Compensated Absences, short-term	\$ 19,348	
Deferred Rent Income	\$ 125,825	
Total Current Liabilities	\$ 565,696	
Non-Current Liabilities		
Security Deposits	\$ 167,879	
Compensated Absences, long-term	\$ -	
Total Non-Current Liabilities	\$ 167,879	
Total Liabilities	\$ 733,575	
Capital		
Florida Operations Trust Fund	\$ 267,950	
Retained Earnings	\$ 31,463,161	
Contributed Capital - Federal	\$ 317,029	
Contributed Capital - State	\$ 6,430,281	
Net Income	\$ 585,498	
Total Capital	\$ 39,063,919	
Total Liabilities & Capital	\$ 39,797,494	



Memo

To: Mitchell Fogel, Chair and Board Members
From: Jose Blanco, Operations Coordinator
Date: July 19, 2017
RE: Special Event – Atlantic Aviation

AGENDA ITEM – VIII - A

Airport Management has received a request from Atlantic Aviation and Sky One Holdings, LLC d/b/a Privaira to hold a special event on August 29, 2017 on their leasehold premises, with approximately 300 people in attendance. This event will be held to kick off the Florida Atlantic University (FAU) football season.

Airport Management will work with Privaira and Atlantic to ensure the proposed operational, safety, and security plans for the event are adequate and that all vendors meet the Authority's insurance requirements.

Airport Management recommends approval of Resolution Number 07-15-17 granting conditional approval to Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on August 29, 2017.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 07-15-17

Resolution of the Boca Raton Airport Authority conditionally approving Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on August 29, 2017.

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

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

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

WHEREAS, the Authority has received a request from Atlantic Aviation to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on August 29, 2017 (the "Request");

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

WHEREAS, the Authority desires to conditionally approve the Request, subject to:

- Delivery to the Executive Director of a Certificate of Insurance and endorsements evidencing the appropriate coverage for the Event, as set forth in the Authority's Minimum Standards and Requirements for Aeronautical Activities; and
- Safety, Security and Barricade Plans for the Event (collectively, the "Conditions").

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF July 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the Request, subject to Atlantic Aviation's fulfillment of the Conditions.**
- 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 07-15-17.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-15-17.**

ADOPTED by the Boca Raton Airport Authority this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

Letter of Request for Approval of Tenant Hangar Event

06/23/2017

Clara Bennett, Executive Director

Boca Raton Airport Authority

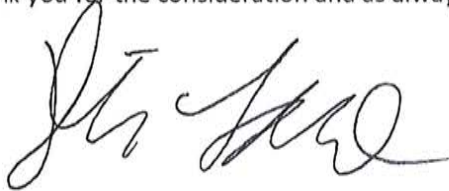
903 NW 35th Street

Boca Raton Florida 44341

Clara,

I would like to formally request approval for our base tenant Privaira to conduct an upcoming event located at Hangar 9 on August 29th 2017. It will be an FAU Football Kickoff Celebration and similar to the previous event held in their Hangar. It will be an invite only event and estimated attendance is 300 guests. They will also have similar vendors as the Concours D'Elegance and their previous event held in Hangar 9. Finalized parking, barricade, and security plans, as well as all proofs of insurance will be submitted for your review and final approval.

Thank you for the consideration and as always, let me know if you need any other assistance,



Devin Lawrence | General Manager | Boca Raton, BCT

T: 561-368-1110

E: Devin.Lawrence@AtlanticAviation.com

ATLANTIC
BETTER... NOT JUST BIGGER



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: July 19, 2017

RE: **Boca Aircraft Owners, Inc. – Lease Reversion of Hangar Buildings 1-5**

AGENDA ITEM – VIII – B

In accordance with the terms of the Lease Agreement with Boca Aircraft Owners, Inc., ownership of hangar buildings 1-5 reverted to the Authority on April 30, 2017. Also in accordance with the terms of the Lease and the Eighth Amendment approved by the Board at the April 26, 2017 meeting, Airport Management and representatives of Boca Aircraft Owners have been negotiating in good faith to set a rental rate and method for future adjustments accounting for the reversion of the buildings, but have been unable to come to an agreement on the structure for the calculation of the new rent.

Boca Aircraft Owners proposed a best and final offer that totaled approximately 38% of the gross revenue collected for hangar buildings 1-6. Based on the recommendations of the Authority's appraiser, Airport Management proposed a rent based on 40% of the gross revenue collected for the buildings. Based on the appraiser's recommendation and in order to ensure adherence with FAA compliance requirements, Airport Management is unable to recommend an offer below the proposed 40% figure and the parties are now at an impasse.

As a result, unless Boca Aircraft Owners is able to amend its offer prior to July 31, 2017, the expiration of the Extended Time Period allowed for in the Eighth Amendment, Airport Management recommends that the matter be submitted to binding arbitration, in accordance with the terms of the Lease Agreement.



Memo

To: Mitchell Fogel, Chair and Authority Members
From: Jose Blanco, Operations Coordinator
Date: July 19, 2017
RE: **Operations and Noise Abatement Report, June 2017**

AGENDA ITEM – IX- A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of June. 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 June there were 5,775 operations reported by the Tower, which is twenty percent (20%) more than the operations reported in June 2016.

There was one (1) noise related call received on the Airport Authority Noise Hotline during the month.

Deliveries of Jet A fuel to the airport in June were eleven percent (11%) less than June of the previous year. Av Gas deliveries were one hundred percent (100%) less than June of the previous year.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



**JUNE
2017**

JUNE 2017

OPERATIONS REPORT



46%

TRAINING



22%

IFR



32%

VFR

OPERATIONS BREAKDOWN

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



4,825

JUNE 2016

+20%

5,775

JUNE 2017

TOWER OPERATIONS

1 PLANE = 500 OPERATIONS

Chart 2: June 2017 operations compared to June 2016 tower operations.

ABBREVIATIONS:

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

JUNE 2017

OPERATIONS REPORT

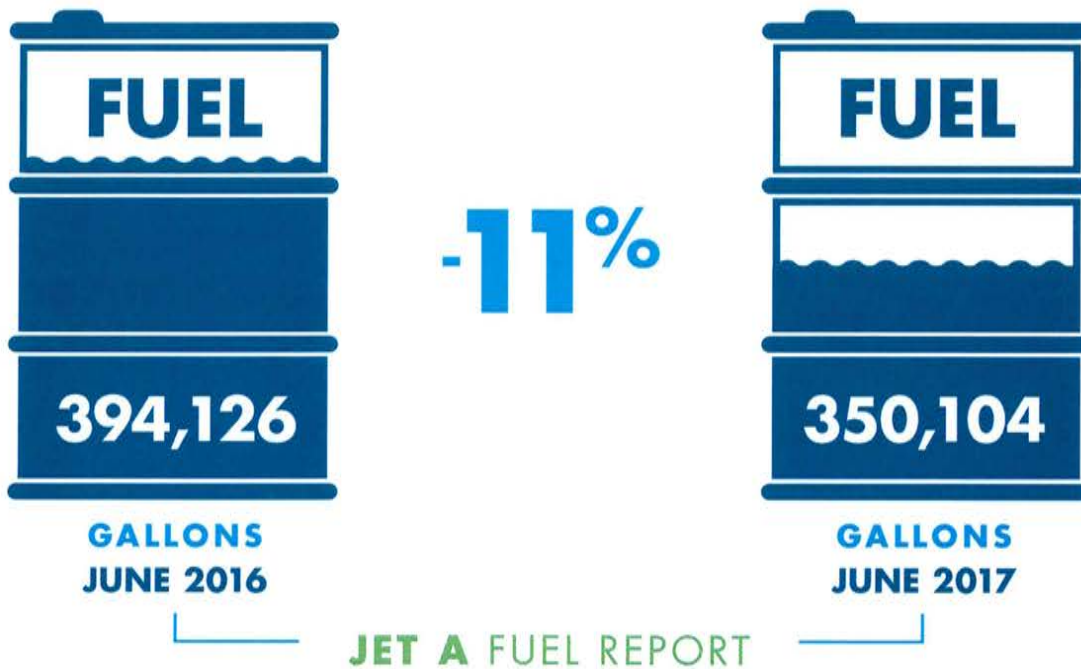


Chart 3: Month of June 2017 deliveries of Jet A in gallons compared to June 2016 deliveries of Jet A.

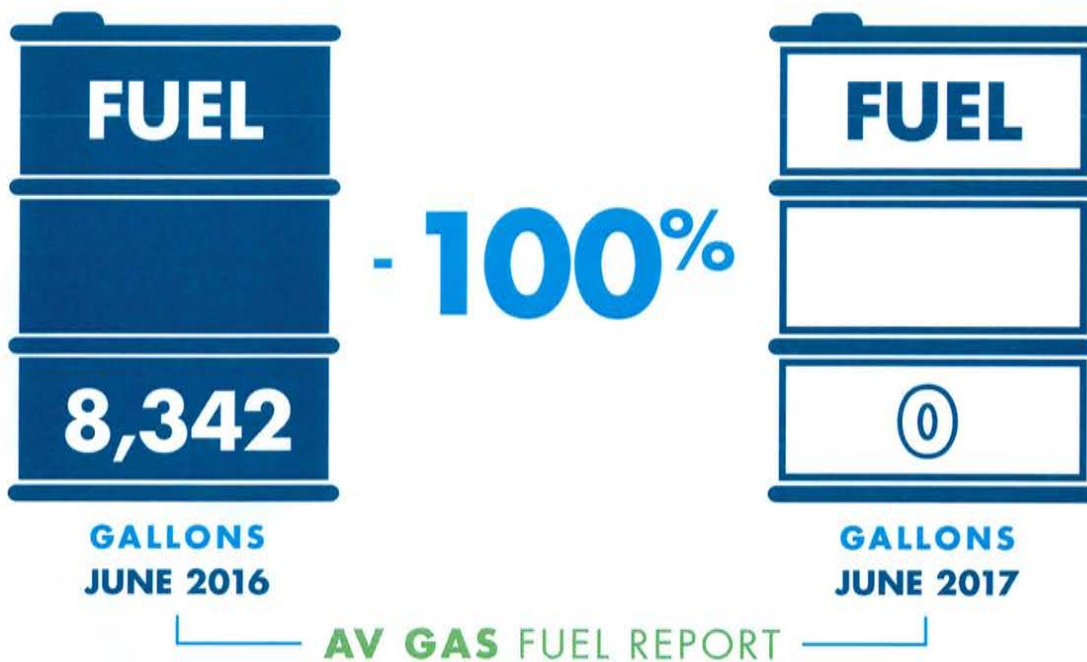


Chart 4: Month of June 2017 deliveries of Av Gas in gallons compared to June 2016 deliveries of Av Gas.

JUNE 2017

NOISE ABATEMENT REPORT

NOISE CONCERNS PER QUADRANT

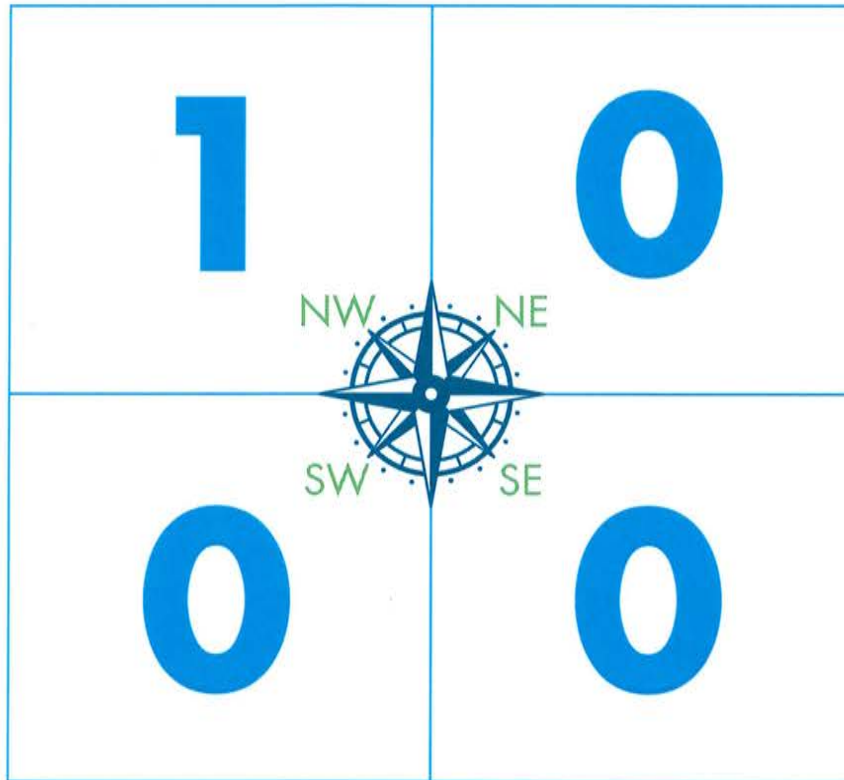


Chart 5: Noise concerns submitted via telephone, email, or on our website separated out by where the noise concern occurred in relation to the airport.

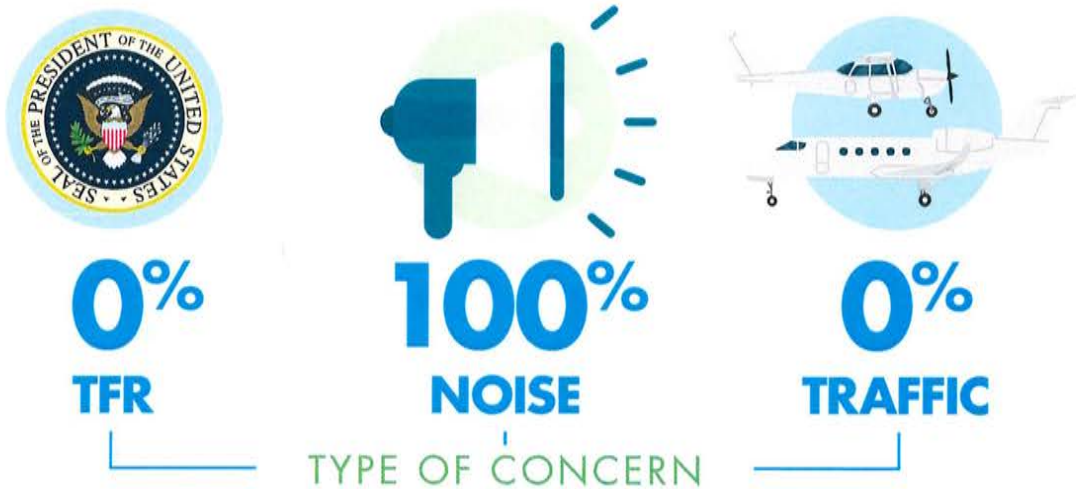


Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction.

JUNE 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS

10
OPERATIONS



0%

DURING TFR
0 OUT OF 10

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

JUNE 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS BY HOUR

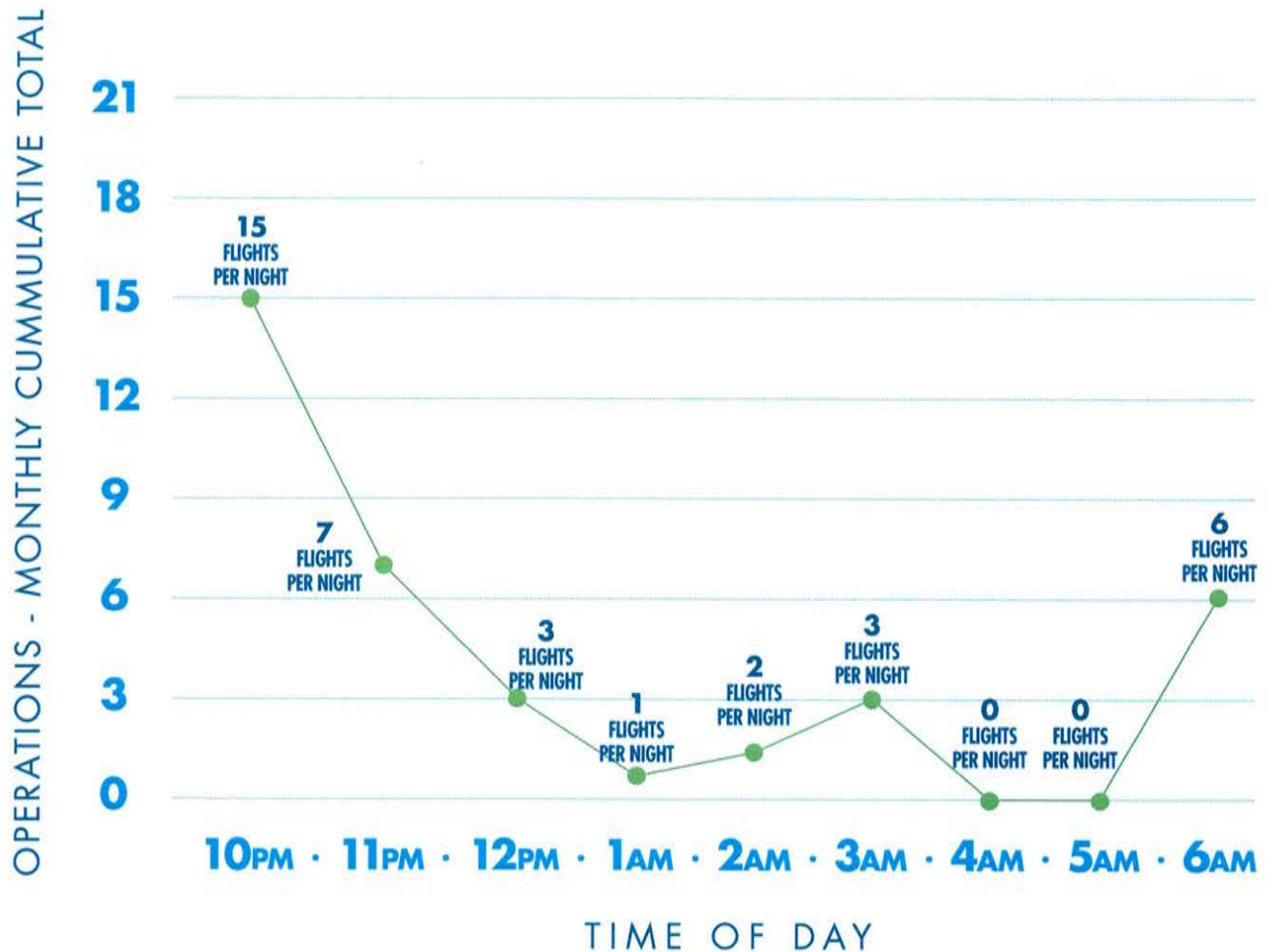


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in June 2017.

JUNE 2017

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

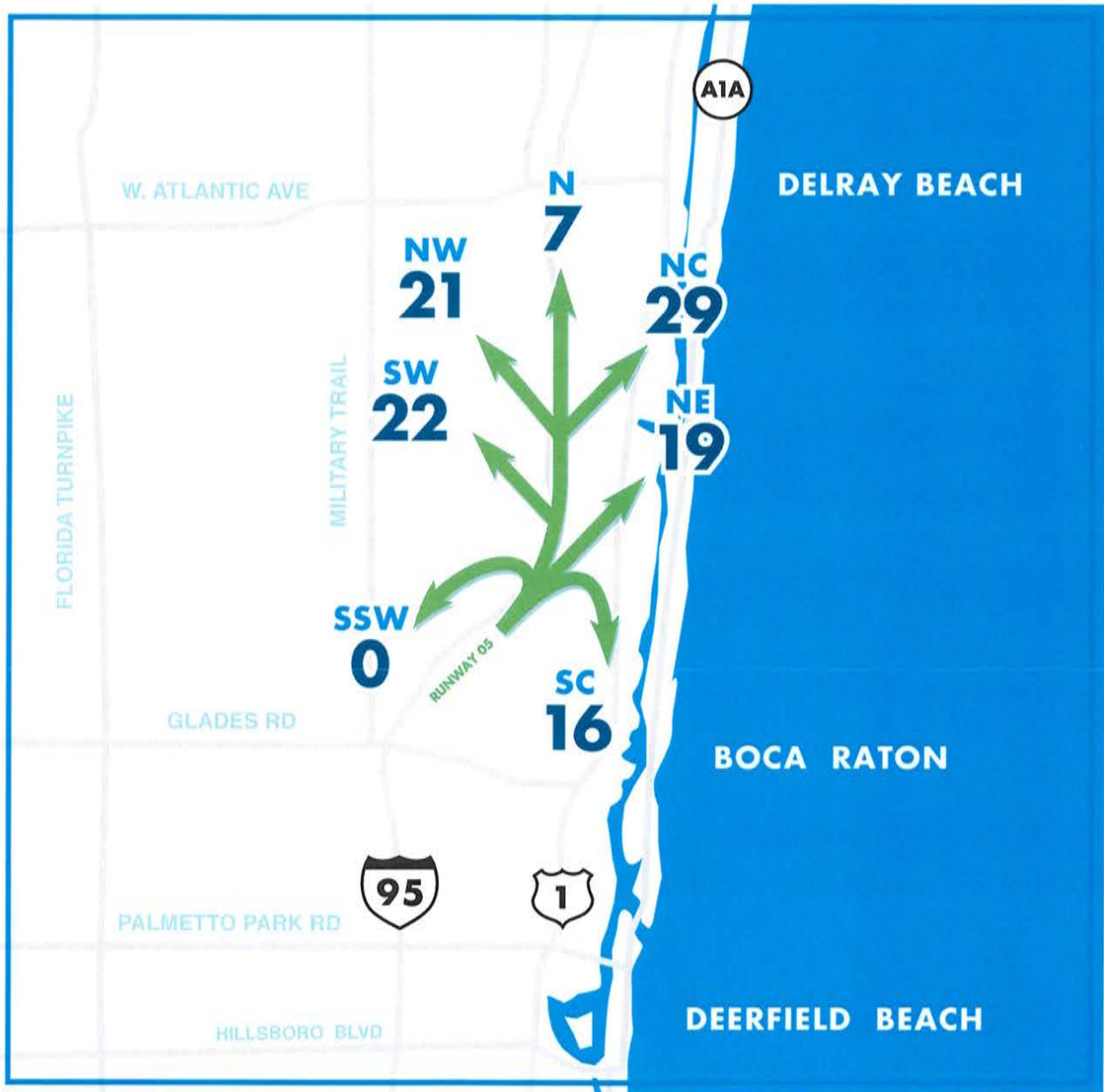


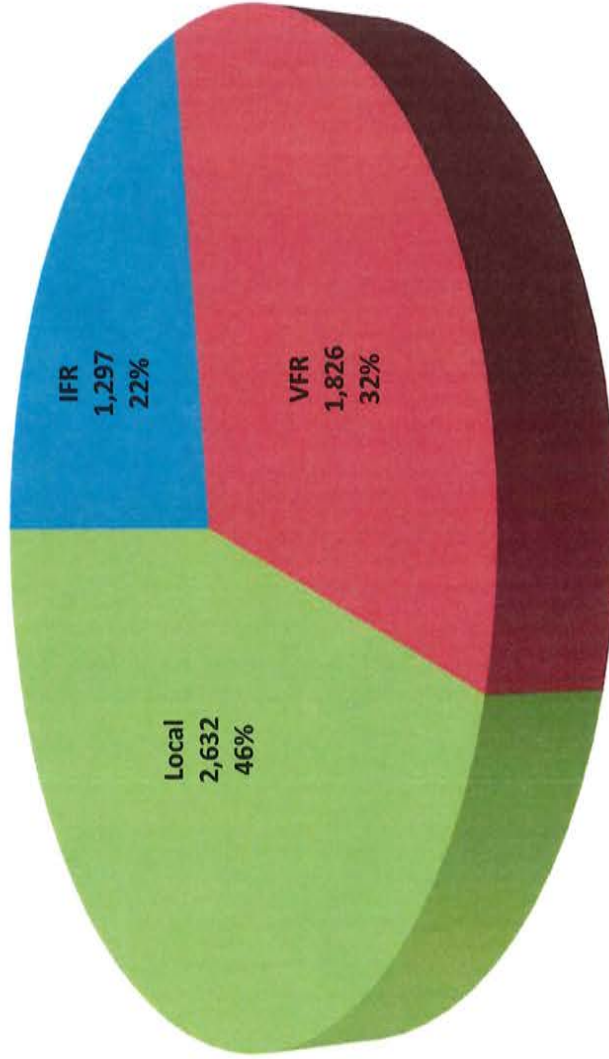
Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

Boca Raton Airport Authority
Operations / Noise Abatement Report
June 2017



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

June 2017 Operations

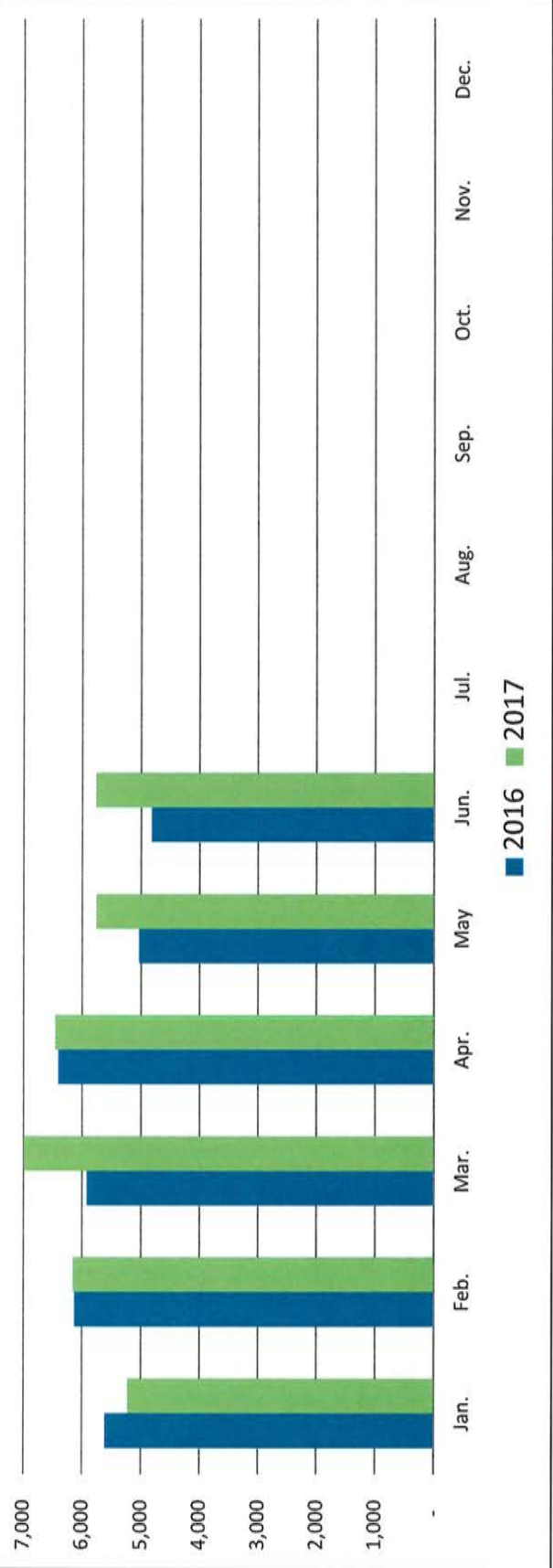


IFR - Instrument Flight Rules (Primarily Jets)
VFR - Visual Flight Rules (Primarily props/helicopters)
Local - Primarily training or prop traffic within the local flight pattern

TOWER OPERATIONS REPORT- YTD 2016/2017

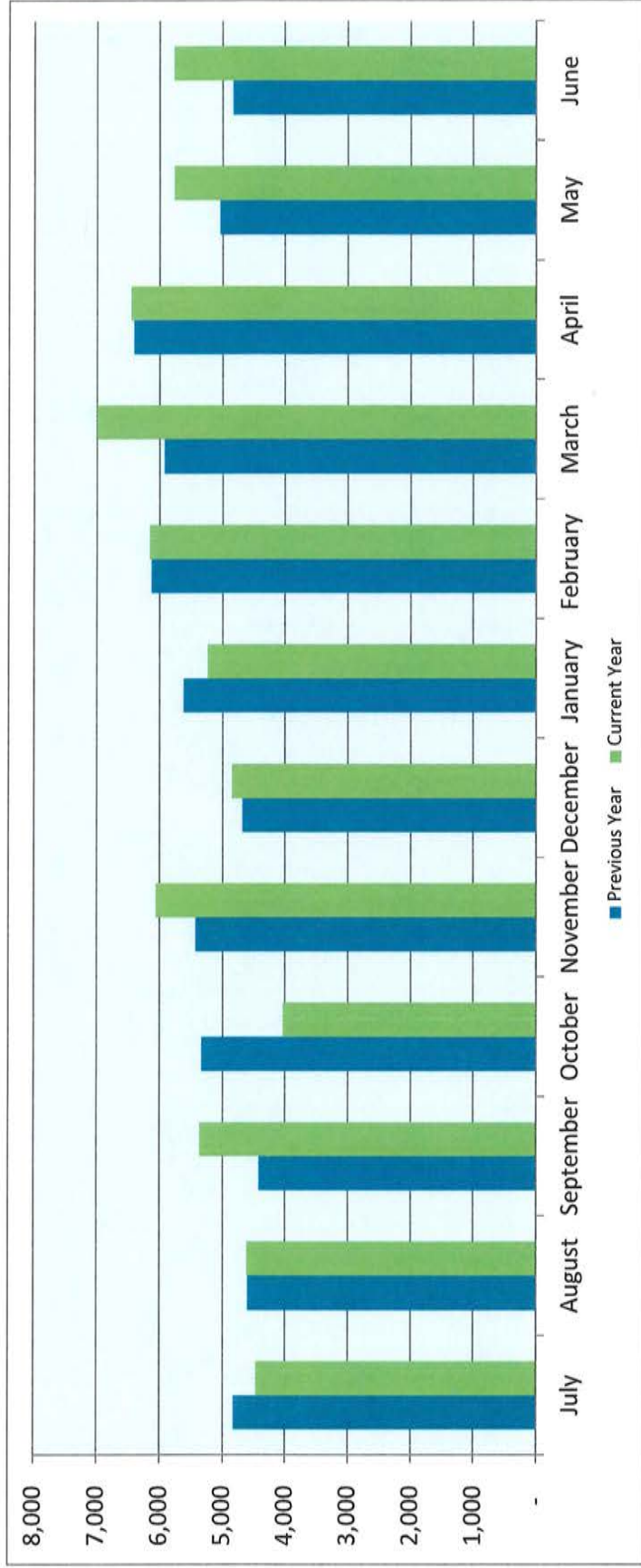
Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total Operations
2016	5,618	6,129	5,924	6,410	5,039	4,825							33,945
2017	5,234	6,156	6,998	6,458	5,770	5,775							36,391
Change	(384)	27	1074	48	731	950							2,446
% Change	-7%	0.4%	18%	1%	15%	20%							7%

Tower Operations Report



Monthly Tower Operations July 2015 - June 2016 vs. July 2016 - June 2017

Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
4,828	4,604	4,418	5,334	5,428	4,683	5,618	6,129	5,924	6,410	5,039	4,825	63,240
Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
4,469	4,614	5,366	4,031	6,058	4,850	5,234	6,156	6,998	6,458	5,770	5,775	65,779

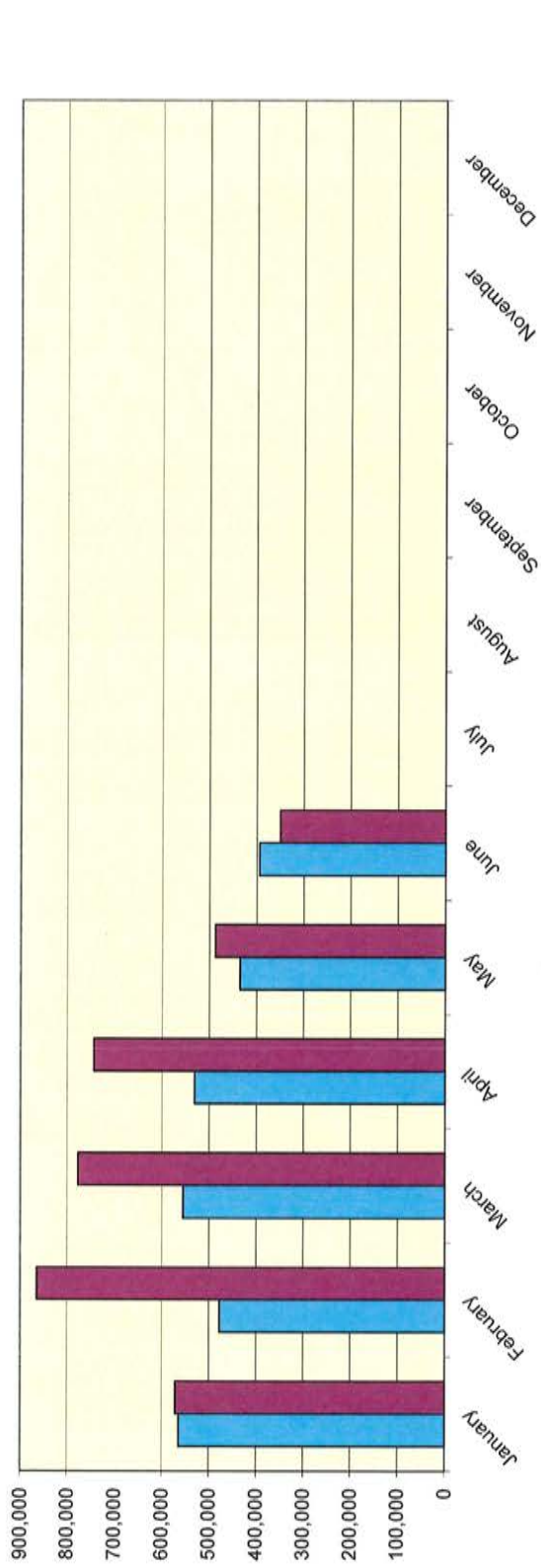


BOCA RATON AIRPORT NOISE ABATEMENT REPORT

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
2016	563,942	477,333	555,109	530,679	434,666	394,126							2,955,855
2017	570,983	864,722	777,853	744,316	487,555	350,104							3,795,533
Change	7,041	387,389	222,744	213,637	52,889	(44,022)							839,678
% Change	1%	81%	40%	40%	12%	-11%							28%

Jet A Gallons Delivered 2016 / 2017

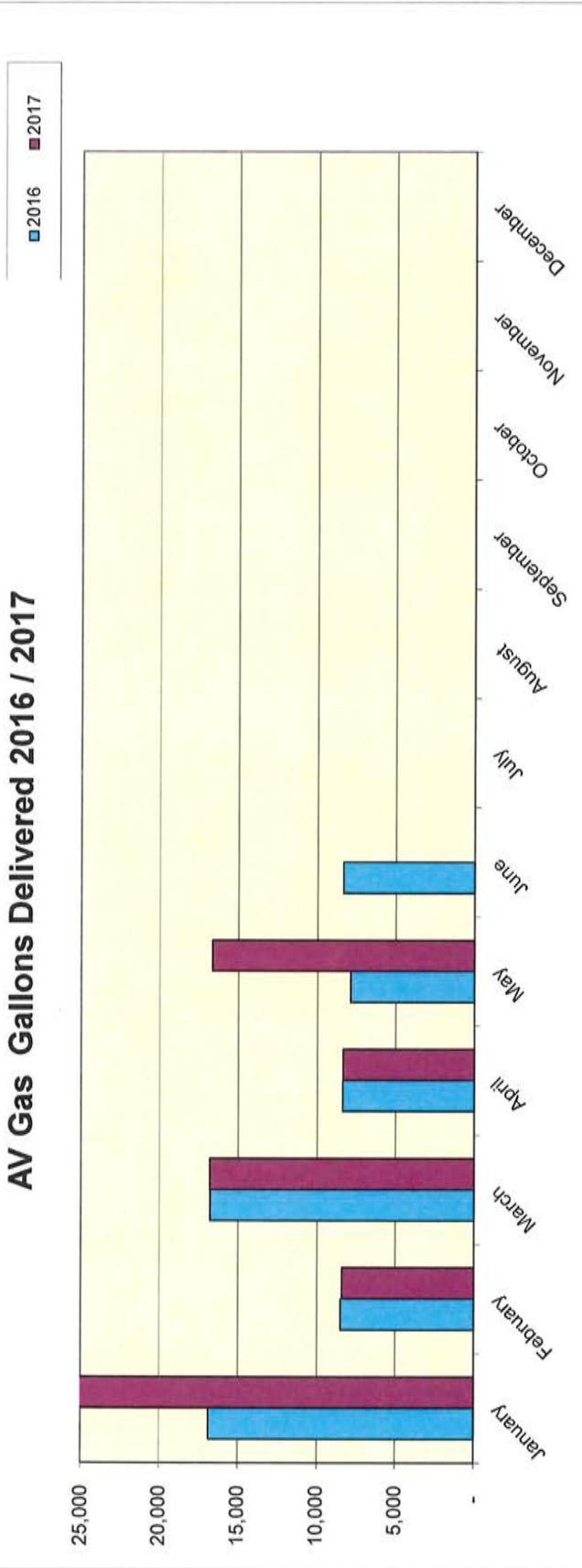


BOCA RATON AIRPORT NOISE ABATEMENT REPORT

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
2016	16,899	8,498	16,780	8,376	7,879	8,342							66,774
2017	25,169	8,398	16,809	8,359	16,672	0							75,407
Change	8,270	(100)	29	(17)	8,793	(8,342)							8,633
% Change	49%	-1%	0.2%	-0.2%	112%	-100%							13%

AV Gas Gallons Delivered 2016 / 2017



BOCA RATON AIRPORT NOISE ABATEMENT REPORT

June 2017 - NOISE REPORT										
First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Tail/Flight Number	Aircraft Type	Concern	TFR Related?	Calls Received
Arnold	Sevell	Boca Bath & Tennis	A	D	23	N71GM	Pa-30	Noise	NO	1

BOCA RATON NOISE ABATEMENT REPORT				
NOISE REPORTS Per Quadrant- YTD 2017				
Year	Unknown	Quadrant A	Quadrant B	Quadrant C
2017	1	12	16	30
Total				59

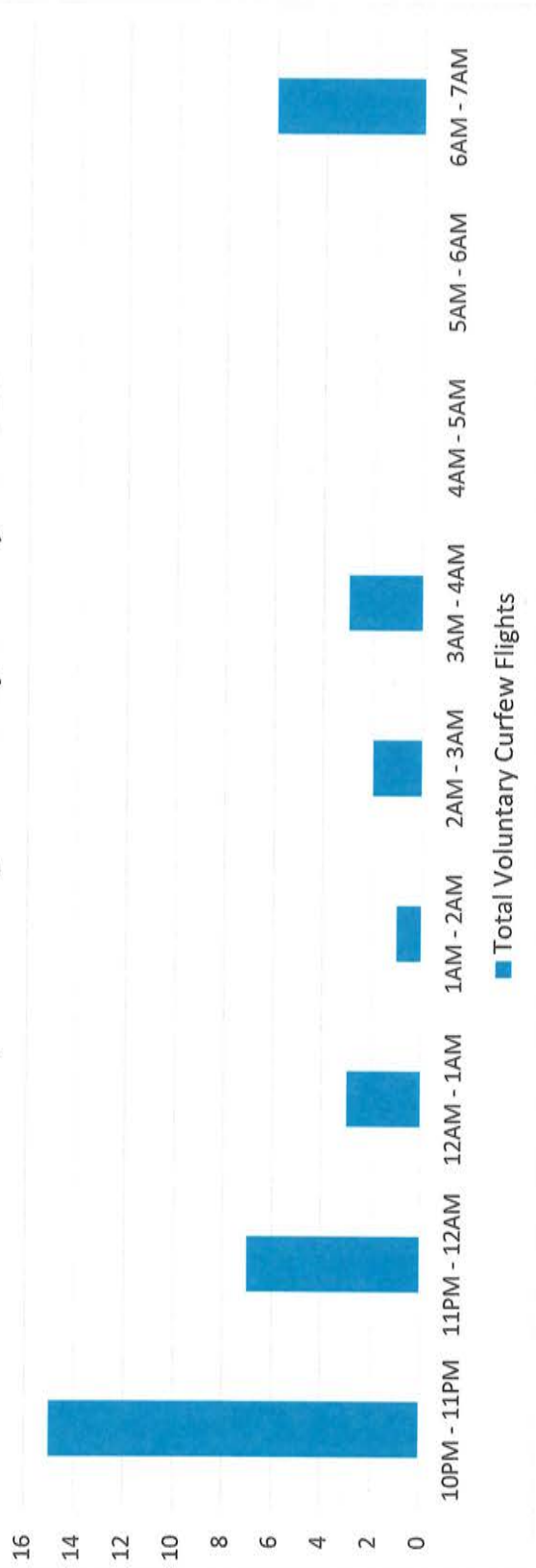
June 2017 - Voluntary Curfew Operations 10:00 PM - 7:00 AM - Not Following Noise Abatement Procedures

1	Date	Time	MF	Type	A	D	D	TLC*	SLC**	RVY	Owner	Address	City	State	Zip	FED	During TFR?
1	6/5/2017	21:31	N529MK	Falcon 20	A	D	D			23	Chk-Jet	17921 Blakesath Trail	Eden Prairie	MN	55547	Signature	No
2	6/5/2017	21:38	N852JS	Cessna 441	A	D	D			23	Fly Evolution	2960 Airport Road	Knoxton	NC	28564	MA	No
3	6/5/2017	21:41	N15171	PA-38-160	A	D	D			5	Thomas M. Belmont	385 NE 27th St.	Boca Raton	FL	33431	5/31 Condo	No
4	6/5/2017	21:43:03	N758A	PA-38-160	A	D	D			5	3438 Colwell Ave		Tampa	FL	33614	Signature	No
5	6/5/2017	21:44	N482UP	Piper M350	A	D	D			5	R S Hudson, Inc.		Sullivan Island	SC	29461	MA	No
6	6/5/2017	21:45:25	N492CS	175S	A	D	D			23	Lightboard Capital Holdings, LLC	2713 Middle St. 2nd Floor		FL	32138	Signature	No
7	6/5/2017	5:52	N177AM	Legend 55	A	D	D			23	1000 Spire Dr		West Palm Beach	FL	33411	MA	No
8	6/5/2017	21:43	N178EP	175S	A	D	D			23	Florida Jet Service, Inc.	2965 NW 54 Ave	West Palm Beach	FL	33411	MA	No
9	6/5/2017	21:02	N292HA	PA-38-161	D	D	D			23	Epic Flight Academy, Inc.	600 Swine Dr.	West Palm Beach	FL	33406	MA	No
10	6/5/2017	21:03	N437B	PA-38-161	D	D	D			23	Papa Air Inc.	3300 Airport West Dr.	Vero Beach	FL	32960	MA	No

* Touch and Go Operations
 ** Stop and Go Operations

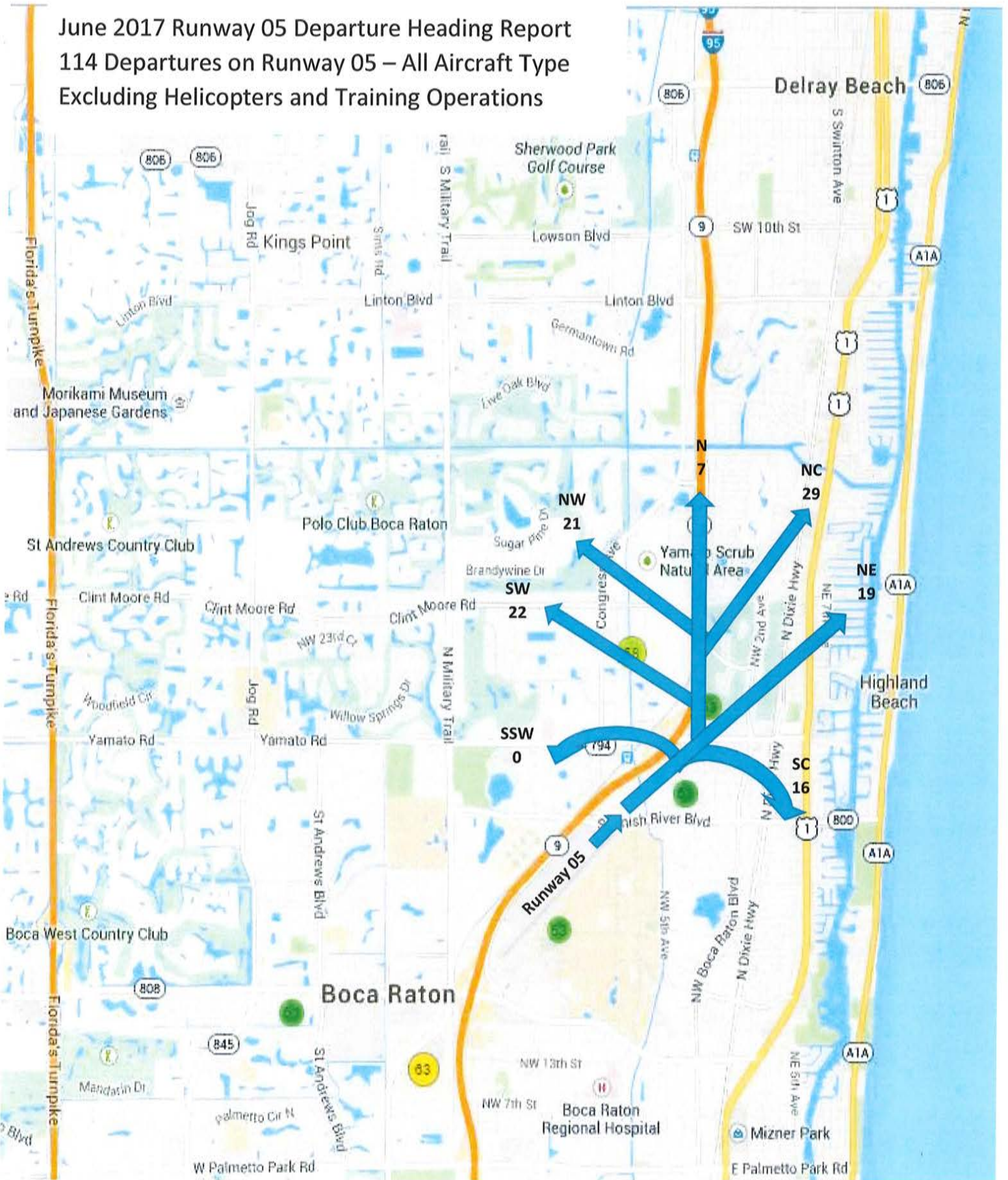
Day vs. Night Operations Annual & Current Month							
	2012	2013	2014	2015	2016	2017 YTD	Jun-17
Total Operations	52,097	50,473	62,010	63,716	60,436	30,173	5,812
Night Operations	1,466	1,520	1,728	1,580	1,302	780	37
Day Operations	50,631	48,953	60,282	62,136	59,134	29,393	5,775
Night Ops % of Total Ops	3%	3%	3%	2%	2%	3%	1%

Voluntary Curfew Operations by Hour - June 2017



June 2017 Runway 05 Departure Heading Report

114 Departures on Runway 05 – All Aircraft Type Excluding Helicopters and Training Operations





Memo

To: Mitchell Fogel, Chair and Board Members

From: Travis Bryan, Operations Manager

Date: July 19, 2017

RE: **U.S. Customs and Border Protection Facility – Water License Agreement**

AGENDA ITEM – IX - B

Airport Management has drafted a license agreement allowing installation of underground municipal water and sewer lines, connections, meters, and related equipment by the City of Boca Raton necessary to supply water to the U.S. Customs and Border Protection Facility currently under construction.

Airport Management recommends approval of Resolution No. 07-16-17 of the Boca Raton Airport Authority approving a License Agreement with the City of Boca Raton for the installation of water and sewer transmission lines to serve the U.S. Customs and Border Protection Facility.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-16-17

A Resolution of the Boca Raton Airport Authority approving a License Agreement with the City of Boca Raton for the installation of water and sewer transmission lines to serve the U. S. Customs and Border Protection Facility

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

WHEREAS, the Customs and Border Protection Facility, which is currently under construction, requires water infrastructure and service;

WHEREAS, the City of Boca Raton lines necessary to serve the Customs and Border Protection Facility must traverse Airport property and require that the Authority and the City of Boca Raton enter into the License Agreement attached as Exhibit A;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF July 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the License Agreement, and authorizes the Chair or Vice-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 07-16-17.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 07-16-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary/Treasurer

Mitchell Fogel
Chair

LICENSE AGREEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS

THAT THE BOCA RATON AIRPORT AUTHORITY (“Licensor”), an independent special district existing pursuant to Chapter 2004-468, Laws of Florida, in consideration of the sum of Ten Dollars and other good and valuable consideration paid by **CITY OF BOCA RATON** (“Licensee”), a municipal corporation organized and existing under the Laws of the State of Florida, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida, 33432, to Licensor, the receipt and sufficiency of which is hereby acknowledged by Licensor, does hereby grant unto Licensee the right and license (“License”) to install, construct, operate, repair, maintain, improve, enlarge, add to, change water lines, sanitary sewer lines, valves, manholes, and related equipment (the system) in, as well as the nature and physical characteristics of, relocate and replace underground water utilities and appurtenant above-ground equipment associated therewith (collectively, the “System”) in, under and through that certain parcel of land (“License Parcel”) located within Boca Raton Airport, which License Parcel is more particularly described in EXHIBIT “A” attached hereto and made a part hereof, together with the right of ingress and egress along and upon said License Parcel and over and across Licensor’s adjoining properties for the purpose of and with the right to install, construct, operate, repair, maintain, improve, enlarge, add to, change, as well as the nature and physical characteristics of, relocate, and replace said System, and all rights and privileges necessary or convenient for the full use and enjoyment of the use thereof for the herein described purposes, subject to the terms and conditions set forth herein.

Licensee agrees that the System facilities or improvements previously or hereafter installed or constructed in the License Parcel pursuant to the License shall be located, constructed, operated, repaired, maintained, relocated and replaced in a manner so as to cause the least possible interference to peaceable enjoyment of the surface and no interference with aviation activities utilizing any airport facilities now existing.

Licensee further agrees that after the initial installation of the System, and except in the case of emergencies, to provide the Licensor’s Executive Director (“Executive Director”) within 48 hours advanced notice of intent to construct, operate, repair, maintain, relocate and replace the System facilities or improvements, or to otherwise access the License Parcel. Licensee shall not construct, operate, repair, maintain, relocate and replace the System facilities or improvements in the Licensor Parcel except in accordance with plans and specifications which have been delivered to and approved in writing by Licensor, provided that such approval by Licensor shall not be unreasonable withheld, conditioned or delayed.

Licensor reserves the right to use the surface and subsurface of, and the airspace above, the License Parcel for other public purposes deemed necessary or desirable by Licensor and to do, and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, under or over License Parcel; and whenever by reason of said work in connection with said other purposes it shall be deemed necessary by Licensor to alter, change, adapt, conform or relocate the System

in any part of the License Parcel occupied by Licensee, such alteration, change, adaptation, confirmation or relocation shall be made by Licensee, at the sole cost and expense of Licensor, when ordered in writing by the Executive Director.

Licensee shall have the right from time to time, to cut, trim, and keep clear of all trees, shrubbery, undergrowth, and other obstructions on the License Parcel that may threaten to injure, endanger, or interfere with the operation, maintenance or use of the System or other facilities appurtenant thereto.

Licensor expressly reserves the right to grant easements or other licenses crossing the License Parcel; provided, however, that such easements or other licenses shall not in any way conflict or interfere with the Systems or reasonable use of the License Parcel by the Licensee. Licensee shall not, in the exercise of any of its rights under this License Agreement, interfere with operations or facilities existing or being constructed, regardless of whether those operations or facilities have been conducted or constructed pursuant to previously granted licenses in or across the License Parcel.

It is especially provided, however, as an express condition of the License, and not as a mere covenant, that in the event Licensee abandons the System, or in the event the License Parcel ceases to be used by Licensee for the purposes enumerated herein for a period of twelve (12) consecutive months, or longer then and in that event, this License shall automatically terminate and all rights of Licensee to the License Parcel shall automatically revert to Licensor, without the necessity of a notice to Licensee or any reentry by the Licensor.

This License and the right and privileges granted herein shall continue for a period of ten (10) years from the date of the execution of this License Agreement, and shall automatically renew for successive five (5) years renewal terms unless either party shall give written notice of nonrenewal to the other party at least sixty (60) days prior to the renewal date. Notwithstanding any provision to the contrary, this License Agreement shall automatically terminate January 21, 2073.

TO THE EXTENT PROVIDED BY, AND SUBJECT TO THE LIMITS OF SECTION 768.28 FLORIDA STATUTE. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, ITS OFFICERS, MEMBERS AND EMPLOYEES, from and against any loss, costs, damages, claims, assessments, fines and/or penalties (including reasonable attorney's fees) (together referred to as "Losses") which may be incurred by Licensor, its officers, members and/or employees as a result of the negligence or tort by Licensee or Licensee's employees, agents or contractors which may arise out of the granting of this License, except to the extent such Losses is occasioned by the negligence of the Licensor or Licensor's employees, agents or contractors.

Licensee represents and warrants that Licensee shall, at Licensee's sole cost, repair any damage to the License Parcel or to any adjacent property of Licensor, including landscaping as may be caused by Licensee by reason of exercising said rights under this License Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed and delivered this License Agreement as of this ____ day of _____, 2017.

“Licensor”

**BOCA RATON AIRPORT AUTHORITY,
an independent special District existing pursuant to
Chapter 2004-468, Laws of the State of Florida**

ATTEST:

By: _____
Mitchell Fogel, Chair

By: _____
Randy Nobles, Secretary Treasurer

APPROVED AS TO FORM:

Amy Taylor Petrick
Boca Raton Airport Authority
Airport Legal Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Mitchell Fogel, as Chair of the Boca Raton Airport Authority, an independent special district existing pursuant to Chapter 2004-468, Laws of Florida, on behalf of said company. He/She is personally known to me or produced _____ as identification.

Signature of Notary Public

Print Name/Serial Number, if any

My Commission Expires: _____

“Licensee”

**CITY OF BOCA RATON, a municipal corporation
organized and existing under the laws of the State
of Florida**

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of
_____, 2017, by _____, of City of Boca Raton , a
Florida municipality, on behalf of said municipality. He/she is personally known to me or produced
_____ as identification.

Notary Public State of Florida at Large

Print Name/Serial Number, if any

My Commission Expires: _____

TWO (2) WATERLINE LICENSE AGREEMENTS IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, 10.00 FEET WIDE, AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

CENTERLINE No.1:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
 THENCE ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 12, N00°50'39"W FOR 2171.45 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 (I-95), AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, JOB No.93220-2411;
 THENCE ALONG SAID RIGHT-OF-WAY LINE, S44°41'19"W FOR 2319.71 FEET;
 THENCE S45°18'41"E FOR 571.92 FEET TO POINT OF BEGINNING No.1;
 THENCE N46°32'52"E FOR 198.50 FEET;
 THENCE N43°27'08"W FOR 20.00 FEET TO THE END OF CENTERLINE No.1

CONTAINING 2,185 SQUARE FEET, MORE OR LESS.

AND CENTERLINE No.2:

COMMENCE AT ABOVE DESCRIBED POINT OF BEGINNING No.1;
 THENCE S45°34'09"E FOR 12.00 FEET TO POINT OF BEGINNING No.2;
 THENCE N44°25'51"E FOR 17.00 FEET TO THE END OF CENTERLINE No.2.

CONTAINING 170 SQUARE FEET, MORE OR LESS.

EXHIBIT A

BEARING BASIS: S44°41'19"W (ASSUMED) ALONG I-95 LIMITED ACCESS RIGHT-OF-WAY LINE.

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

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

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

E-Mail: info@brown-phillips.com

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

**WATERLINE LICENSE AGREEMENT
 CUSTOMS and BORDER PROTECTION**

PROJ. No. 16-053	DRAWN: MB
LEGAL DESCRIPTION BOCA RATON AIRPORT	SCALE: 1"=60'
	DATE: 6/29/17
	SHEET 1 OF 2

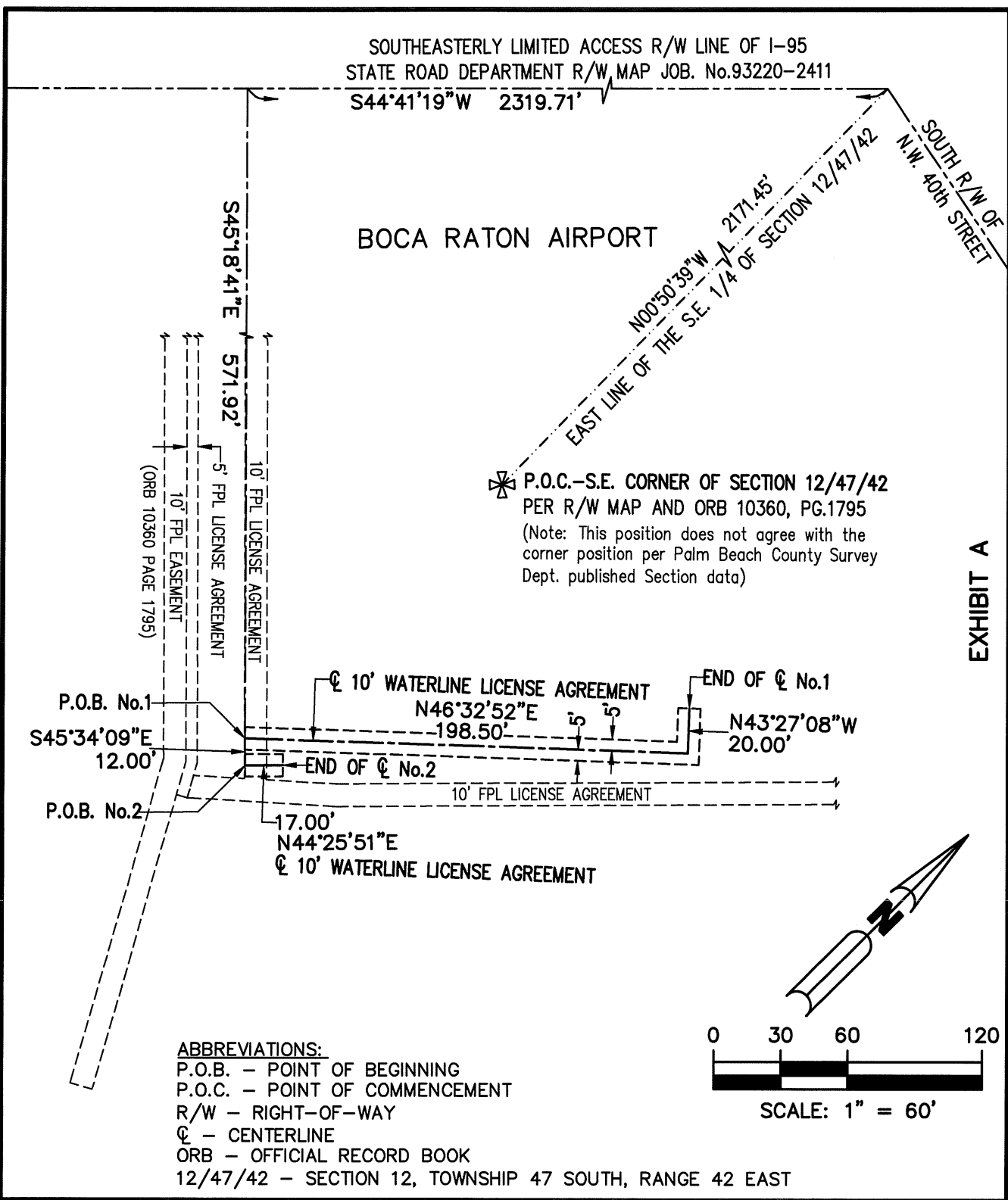
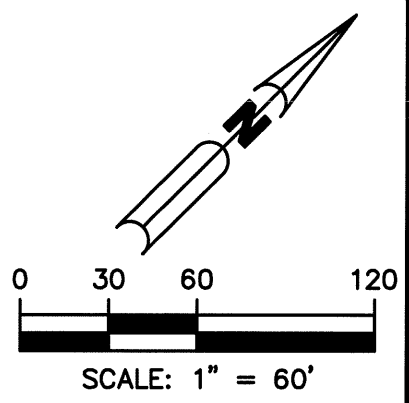


EXHIBIT A

ABBREVIATIONS:
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
☉ - CENTERLINE
ORB - OFFICIAL RECORD BOOK
12/47/42 - SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST



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

E-Mail: info@brown-phillips.com

**WATERLINE LICENSE AGREEMENT
CUSTOMS and BORDER PROTECTION**
(This sketch is not a survey)

PROJ. No. 16-053	DRAWN: MB
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	SCALE: 1"=60' DATE: 6/29/17
BOCA RATON AIRPORT	SHEET 2 OF 2



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: July 19, 2017
RE: **Professional Audit Services Contract Extension**

AGENDA ITEM – IX – C

The current contract for Professional Audit Services, held by Antonio J. Grau, CPA P.A. dba Grau and Associates, includes audit services for the fiscal years ending September 30, 2014 2015, and 2016, with an option for a three-year renewal. The contract includes the annual audit of the financial statements of the business type activities of the Airport Authority, as well as a Federal Single Audit and State Single Audit as needed.

Airport Management has negotiated a three-year extension of the current contract with Grau and Associates, escalating the annual fee by \$500 per year, in accordance with the original contract terms and the following schedule:

Fiscal Year 2017	\$18,500
Fiscal Year 2018	\$19,000
Fiscal Year 2019	\$19,500
Federal Single Audit	\$4,500
State Single Audit	\$3,500

Airport Management and the Secretary/Treasurer recommend approval of Resolution Number 07-17-17 approving a three-year contract extension for Professional Audit Services with Grau and Associates. Legal Counsel has reviewed the contract extension and has no objection.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-17-17

A Resolution of the Boca Raton Airport Authority approving a three-year contract extension for professional auditing services for Fiscal Years 2017, 2018, and 2019 with Grau and Associates

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

WHEREAS, on July 16, 2014, the Authority entered into an agreement with Antonio J. Grau, CPA PA dba Grau and Associates for professional audit services for fiscal years ended September 30, 2014, 2015, and 2016, with an optional three-year extension;

WHEREAS, the Authority has negotiated a three-year contract extension with Grau and Associates;

WHEREAS, the Authority desires to extend the contract with Grau and Associates for Audit Services for fiscal years ended September 30, 2017, 2018, and 2019, and a copy of the engagement letter is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF July 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby extends the contract with Grau and Associates, in accordance with the engagement letter attached as Exhibit A.**
- 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 07-17-17.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-17-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Mitchell Fogel
Chair**



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

June 22, 2017

Clara Bennett, Executive Director
c/o Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431



We are pleased to confirm our understanding of the services we are to provide Boca Raton Airport Authority, Palm Beach County, Florida ("the Authority") for each of the fiscal years ended September 30, 2017, 2018, and 2019. We will audit the financial statements of the business type activities and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for each of the fiscal years ended September 30, 2017, 2018, and 2019. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards (if applicable) and state financial assistance projects (if applicable).

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the provisions of Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audits. Our reports will be addressed to the Members of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance projects, and related notes of the Authority in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and Chapter 10.550 Rules of the Auditor General based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance projects, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements;

and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance projects (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance projects in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance projects in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance projects.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current

findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance projects, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance projects, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance projects, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance projects, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and major state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance projects applicable to major federal programs and major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and Chapter 10.550, *Rules of the Auditor General* of the State of Florida for the types of compliance requirements that could have a direct and material effect on each of the Authority's major federal programs and major state projects. The purpose of these procedures will be to express an opinion on Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$18,500 for the September 30, 2017 audit. The fees for fiscal years 2018 and 2019 will not exceed \$19,000 and \$19,500, respectively, unless there is a change in activity by the Authority which results in additional audit work. For each year the Authority requires a Federal Single Audit, the fee would be an additional \$4,500; a State Single Audit would be \$3,500 for each year required.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Boca Raton Airport Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Boca Raton Airport Authority.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, appearing to read "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-22-17

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

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

WHEREAS, the Authority desires to enter into a Joint Participation Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 441606-1-94-01 (the "JPA") for Air Traffic Control Tower Rehabilitation Phase 2 at Boca Raton Airport (the "Project"), which is attached hereto as Exhibit A;

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

WHEREAS, the Project is necessary to preserve the operational integrity of the air traffic control tower and more importantly, to avoid damages to the costly systems housed within the ATCT, and the total eligible project cost under the JPA is \$280,000; and

WHEREAS, under the JPA, FDOT's total participation is limited to \$224,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$56,000, or up to 20% of eligible project costs.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF JULY 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the JPA, and authorizes the Chair or Vice-Chair to execute the JPA on its behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 07-22-17.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 07-22-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of JULY 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: July 19, 2017
RE: **BRAA Accounting Policy and Procedure Manual Amendment**

AGENDA ITEM – IX – D

A proposed amendment to the Boca Raton Airport Authority Accounting Policy and Procedure Manual is attached for Board consideration. Airport Management engaged Carolyn Binder, CPA, LLC, a sub consultant of Ricondo & Associates, Inc., to complete a thorough review and update of the Accounting Policy and Procedure Manual.

The amendment was precipitated by the issuance of Office of Management and Budget Uniform Guidance 2 CFR 200, which provides regulatory guidance for federal government grants. Other changes were needed based on guidance received from the external auditor.

Additional changes were needed in anticipation of the opening of the Customs and Border Protection Facility, and inclusion of provisions for the collection and reconciliation of user fees and other permit fees. Additionally, the amendment updates language related to the OMB Uniform Guidance.

The Authority's external auditor has reviewed the amendment and concurs with the recommendation. Airport Management and the Secretary/Treasurer recommend approval of Resolution Number 07-18-17 adopting the amended Accounting Policy and Procedure Manual.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-18-17

A Resolution of the Boca Raton Airport Authority amending the Accounting Policy and Procedure Manual

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

WHEREAS, on November 17, 2010, the Authority adopted an Accounting Policy and Procedure Manual (the "Manual") to ensure conformance of the Authority's accounting practices to generally accepted accounting principles and Section 218.33, Florida Statutes; and

WHEREAS, the Authority engaged Carolyn Binder, CPA, LLC, a sub consultant of Ricondo & Associates, Inc., to complete a thorough review and update to the Manual.

WHEREAS, the Authority desires to amend the Manual to conform policies with industry standards, and a copy of the revised Manual is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF July 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby amends the Manual in accordance with the revisions set forth in Exhibit A.**
- 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 07-18-17.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-18-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July, 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Mitchell Fogel
Chair**



ACCOUNTING POLICY AND PROCEDURE MANUAL

Adopted November 17, 2010 – Resolution No. 11-56-10

Amended August 15, 2012 – Resolution No. 08-25-12

Amended March 20, 2013 – Resolution No. 03-15-13

Amended October 16, 2013 – Resolution No. 10-52-13

Amended November 19, 2014 – Resolution No. 11-46-14

Amended July 19, 2017 – Resolution No. [07-18-17](#)

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 F. Breaches of this Policy and Procedure45

Section 1. **Introduction and Purpose and Use of the Manual**

This manual has been prepared to document the internal accounting procedures for the Boca Raton Airport Authority (“Authority”). Its purpose is to ensure that assets are safeguarded, that financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship.

All personnel with a role in the management of the Authority’s fiscal operations are expected to uphold the policies in this manual. It is the intention of the Authority that this policy and procedure manual serve as our commitment to proper, accurate financial management and reporting.

Draft

Section 2. Chart of Accounts

Description

The purpose of the Chart of Accounts is to provide meaningful management information to enable the Authority to analyze financial data both for internal and external reporting purposes.

Policy

The Authority ~~will~~shall maintain a detailed chart of accounts that accurately classifies all general ledger accounts to accurately reflect operations of the Authority in accordance with Section 218.33, Florida Statutes.

Procedures

1. The chart of accounts ~~shall~~will have separate revenue and expense cost centers assigned to each grant and/or funding source to facilitate account identification and to more readily locate the account in the general ledger and subsidiary journals.
2. Account(s) ~~will~~shall be assigned by the Finance and Administration Manager for every account in the general ledger including all assets, liabilities, income, and expenses.
3. The chart of accounts ~~will~~shall reflect the financial structure of the Authority and ~~will~~shall be detailed enough to avoid reclassifications.
4. The chart of accounts may be changed from time to time to add new accounts or discontinue out of date accounts as needed.

Section 3. Cash

Description

The establishment of internal controls over cash is necessary to mitigate the risk of mishandling of funds and to safeguard against loss. The cash cycle consists mainly of revenue collections, cash disbursements and the preparation of bank reconciliations.

The Authority's revenue collection process consists of the following:

- Rent Revenues – from Authority land and building tenants
- Fuel Flowage Fees – from Authority tenants
- ~~___~~ Surcharges – from car rental companies, ~~and~~ and non-aviation tenants
- Grant Revenues – received from FDOT and FAA
- Miscellaneous Income – public record request copies, monies from the sale of bid specs, badge fees, Customs & Border Protection Facility user fees, and permit fees
- ~~Certificate of Deposit~~ Interest Income – interest derived from both investments of Authority funds and funds held as ~~and from~~ security deposit ~~interest~~
- Reimbursable Expenses – reimbursement of pass through expenses including for airport liability insurance, ~~which the airport holds the policy for Boca Aircraft Owners (due annually); reimbursement for solid waste removal, and legal fees (due annually)~~

Policy

Cash ~~should~~ shall be properly safeguarded against physical loss or misuse through the appropriate reviews and approvals throughout all facets of the cash cycle, including revenue collections, cash disbursements and the preparation of bank reconciliations.

The Authority shall adopt an annual fee schedule for miscellaneous services, such as badge fees, permits fees, Customs and Border Protection user fees, etc.

Procedures

A. A. Cash Receipts – Cash

1. ~~___~~ From time to time the Authority may receive ~~a~~ payments in the form of cash for miscellaneous income.
~~1.~~
2. For users of the Airport required to obtain a badge or a permit, a user fee shall be charged by the Authority, as established within the annual fee schedule adopted by the Authority.

3. The Authority Staff member receiving the cash shall immediately create a cash sales receipt recording the date of receipt, payee, amount, reason for payment, and the receiving employee's name.

~~—The Authority Staff member receiving the cash should immediately create a cash sales receipt recording the date of receipt, payee, amount, reason for payment, and the receiving employee's name.~~

~~—~~
~~—~~
~~—The Authority staff member should shall make 3 copies of the cash sales receipt. A copy should shall be kept by the staff member for their records, a copy should shall be provided to the payee, and a copy along with the cash should shall be immediately given to the Business and Marketing Coordinator Business Manager.~~

4.

5. The Business and Marketing Coordinator Manager receives the cash sales receipt and verifies the receipt amount matches cash in hand. Immediately upon verification the Business Manager shall stamp "received", record the date, and initial the cash sales receipt. The Business Manager shall then record records the date of receipt, payee, amount, reason for payment, and date of bank deposit in the electronic deposit log. The Business Manager shall prepares a deposit slip and deposits the funds into the Authority operating account. The validated deposit slip bank receipt should shall be attached to the Business and Marketing Coordinator Business Manager's cash receipts log deposit slip book and filed.

6. The Business and Marketing Coordinator Business Manager shall provide the Accounting Coordinator Finance and Administration Manager with a copy of the cash receipts electronic deposit log, deposit slips, and cash sales receipt on a bi-monthly basis immediately upon deposit. When the Accounting Coordinator Finance and Administration Manager performs the cash reconciliation, he/she they should shall verify that the deposit slip matches the electronic deposit cash receipts log.

2.

3. Cash not forwarded to the bank will shall be placed in the deposit envelope and should be locked in the Authority safe. The Business and Marketing Coordinator Business Manager should shall regularly deposit funds in the bank upon receipt or, at a minimum, weekly, at least twice per month.

7.

B. Cash Receipts – Checks Received In Person or Mail

1. The Business and Marketing Coordinator Business Manager receives all incoming mail. All checks received by the Business and Marketing Coordinator Business Manager should shall be recorded on a deposit log slip, and checks should be be immediately stamped "for deposit only." The Business Manager shall then record of the date of receipt, payee, amount, reason for payment, and date of bank deposit in the electronic deposit log. In addition, the remittance advice should shall be stamped with "date received" which should shall also be dated and initialed by the Business

and Marketing Coordinator Business Manager. After making copies of the check(s) and remittances(s), the Business Manager shall forward the checks and remittances to the Finance and Administration Manager.

1.

~~2. The Business and Marketing Coordinator forwards the checks and related remittance(s) to the Deputy Executive Director Business Administration for review. The Deputy Executive Director Business Administration forwards the reviewed and approved checks and related remittance(s) to the Executive Director for final review. The Executive Director returns the checks and remittances to the Accounting Coordinator who makes copies of the check(s) and remittance(s).~~

3.2. The Accounting Coordinator Finance and Administration Manager shall keep a copy of the check and original remittance in order to post the deposit. The Accounting Coordinator Finance and Administration Manager shall maintain a file of account receivables. The original check shall be given back to the Business and Marketing Coordinator Business Manager.

~~—The Business and Marketing Coordinator Manager shall prepare a deposit slip and deposits the funds into the Authority operating account. The validated deposit slip bank receipt should ~~shall~~ be attached to the Business and Marketing Coordinator Business Manager's cash receipts log deposit slip book and filed. —The Business and Marketing Coordinator Business Manager shall provide the Accounting Coordinator Finance and Administration Manager with a copy of the cash receiptselectronic deposit log and deposit slips on a bi-monthly basis immediately upon deposit. When the Accounting Coordinator Finance and Administration Manager performs the cash reconciliation, he/shethey should shall verify that the deposit slip matches the cash receiptselectronic deposit log.~~

3.

4. A deposit not forwarded to the bank shall will be placed in the deposit envelope and should be locked in the Authority safe. ~~No deposit should be locked in the safe for more than 48 hours if the dollar amount exceeds \$10,000.~~ The Business and Marketing Coordinator Business Manager should shall regularly deposit funds in the bank upon receipt or, at minimum, weekly.

~~4., at a minimum, on a bi-monthly basis.~~

C. Cash Receipts – Incoming Electronic Funds Transfer

1. Electronic Funds Transfer (EFT) is a transfer of funds initiated via electronic means, including, but including, but not limited to, wire transfers, automated clearing house (ACH), and e-checks.

2. Operating Account:

a. Authority tenants may request to submit payments for rent, fuel flowage fees, rental car fees, etc. to the Authority via EFT into the operating account. The

~~Accounting Coordinator~~ Finance and Administration Manager ~~will~~ shall forward such requests to the ~~Deputy Executive Director Business Administration~~ Deputy Director for approval. Upon approval, ~~the tenants may~~ shall commence submitting payments to the Authority via EFT on a regular basis. EFT's for payment ~~will~~ shall only be accepted from Authority tenants who have continuing business with the Authority.

- b. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~will~~ shall monitor incoming EFTs and maintain an appropriate record of the transactions. When the ~~Accounting Coordinator~~ Finance and Administration Manager performs the cash reconciliation, ~~he/she/they should~~ shall verify that EFT amounts match the amount due to the Authority. Any discrepancies will ~~shall~~ be immediately investigated and resolved.
- c. The ~~Deputy Executive Director Business Administration~~ Deputy Director shall review and approve the operating account bank ~~reconciliation on~~ reconciliation a monthly basis monthly. The bank reconciliation shall include supporting documentation for all electronic transactions.

3. Grant Reimbursement Account:

- a. The Executive Director shall ~~have~~ the sole authority to request a wire transfer of funds. Florida Department of Transportation (FDOT) grant reimbursements and Federal Aviation Administration (FAA) grant drawdowns ~~are~~ shall be received by wire transfer into the grant reimbursement account.
- b. Such requests ~~will~~ shall be prepared by the ~~Accounting Coordinator~~ Finance and Administration Manager and reviewed/approved by both the Executive Director and the Deputy Director and/or the Operations Manager ~~or Deputy Executive Director~~. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~will~~ shall submit the request through JACIP for FDOT reimbursements and iDelphi for FAA draw-downs.
- c. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~will~~ shall monitor the transfer of funds and maintain an appropriate record of the transaction. Once funds have been properly expended, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall transfer funds out of the grant reimbursement account into the operating account while maintaining a \$1,000 balance in the grant reimbursement account at all times.
- d. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~is~~ is authorized to initiate a transfer of up to \$500,000 at one time from the grant reimbursement account to the operating account. The bank transfers ~~only~~ allow for funds to flow between the operating and grant reimbursement accounts. Transfers shall be electronically submitted to the Deputy Director and subsequently the Executive Director for dual approval and release. The Finance and Administration Manager shall provide the original transfer request and other supporting documentation for all electronic transfers. The ~~Deputy Executive Director Business Administration~~ Deputy Director shall review and

approve the grant reimbursement account reconciliation ~~on a monthly basis~~monthly. The bank reconciliation shall include supporting documentation for all electronic transactions.

D. Cash Receipts – Credit Card Payments ~~In person and CBP kiosk~~

~~1.~~—The Authority will shall accept payments in the form of ~~a~~ Credit Card for miscellaneous income items, such as public record request copies, monies from the sale of bid specs, badge fees, permit fees, CBP user fees, etc. Visa, MasterCard, ~~and Discover Credit Cards, and American Express~~ are shall be accepted. The fee structure for miscellaneous income shall be adopted by the Authority in an annual fee schedule.

1.

2. In Person

~~3.a.~~ The Deputy Executive Director~~Executive Director~~ will shall designate the employees authorized to take credit card payments. Authorized employees shall will receive individual ~~Sage Exchange credentials to login in~~ credentials for payment processing and process payments. All payment information will shall be entered directly into the secure payment portal, and no written record of customer information or credit card numbers will shall be kept. Employees shall be required to verify proper identification for the credit card holder.

~~4.b.~~ Employees receiving payment will shall process the payment via Sage Exchange a secure electronic payment portal, and confirm an “approved” transaction status is received. Upon completion, a receipt will shall be printed for the customer’s signature, and two copies of the signed receipt will shall be printed made. One copy ~~is shall to~~ be provided to the customer and a second copy ~~is shall to~~ be kept by the employee for their records. The original receipt will shall be forwarded to the ~~Business and Marketing Coordinator~~Business Manager immediately.

~~5.c.~~ By the fifth day of the following month, the Business and Marketing Coordinator~~Business Manager~~ will shall print a copy of use the monthly merchant account statement and to reconcile the statement to the receipts received. Any transactions without an associated receipt shall be investigated by the ~~Business and Marketing Coordinator~~Business Manager.

~~6.d.~~ Once the statement includes all fully documented receipts, the Business and Marketing Coordinator~~Business Manager~~ shall forward it to the ~~Deputy Executive Director~~Deputy Director and/or Executive Director Business Administration for review and approval as part of the normal mail procedures.

—The approved statement and supporting documentation shall will be forward to the ~~Accounting Coordinator~~Finance and Administration Manager, who will shall confirm the payments have been posted to the operating account as part of the bank account reconciliation. A journal entry will shall be made for the miscellaneous income and the credit card processing fee.

e.

3. CBP Payment Kiosk

- a. Customers arriving at the CBP Facility shall enter their information into one of two payment kiosks located in the CBP facility. Information collected shall include, at a minimum: customer name, contact information, and tail/vessel number.
- b. The payment kiosk shall process the credit card payment and issue the customer a receipt.
- c. By the fifth day of the following month, the Business Manager shall use the monthly merchant account statement to reconcile the statement to the payments received per the kiosk report. In addition, the Business Manager shall obtain an operations report and reconcile all users of the CBP facility with monies paid through the payment kiosk. Any discrepancies shall be investigated, and if necessary, an invoice for services shall be sent to the user.

E. Cash Disbursements

1. All incoming mail is shall be opened by the Business and Marketing Coordinator Business Manager. Invoices will shall be stamped received and stamped with a fillable box to be filled in that which shows states the general ledger account, approval, date paid, check number and check amount by the Business and Marketing Coordinator Business Manager. Then, the invoice shall be delivered to an Airport Management Employee for his/her their approval.
2. The Manager who's whose department is responsible for ordering the product or service will shall check the validity of the invoice against proposals/bids, etc. and work accomplished/delivered and approve the invoice once satisfied as to that the vendor, amount charged, goods/services received and all other contractual terms were fulfilled. Adherence to the Procurement Code and Authority vendor insurance requirements should shall be coordinated prior to engaging a new vendor. Staff members are shall be responsible for ensuring new vendors submit a Vendor Registration Form and W-94 with their prior to their first invoice, in order in order to to ensure proper payment and record keeping in the accounting system.
3. All approved invoices should shall be forwarded to the Accounting Coordinator Finance and Administration Manager who shall be responsible for the preparation of disbursements. All disbursements shall are to be made by check or Electronic Funds Transfer, unless the item is considered a petty cash item.
4. The Accounting Coordinator Finance and Administration Manager shall should enters all invoices into the purchase journal in order to record the invoice as an accounts payable in the accounting system. As much detail as possible should shall be included in the appropriate fields in the accounting system including vendor name, vendor ID,

amount, invoice number, invoice date, and any relevant information regarding the purchase.

5. ~~On a bimonthly basis.~~ At a minimum, cash disbursements shall be prepared on a bi-weekly basis by the Accounting Coordinator Finance and Administration Manager for approval by authorized Authority management and/or Board Members for expenses, debts and liabilities of the Authority.

F. Cash Disbursements - Checks

1. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ should ~~print~~ prints the checks from the computer accounting system. ~~All unused check stock should~~ shall be kept in a locked file cabinet in the Accounting Coordinator Finance and Administration Manager's office. ~~Checks shall be~~ need to be maintained and printed in sequential order.
2. ~~The checks should be attached~~ Checks shall be attached to the original invoice ~~that~~ which shall includes the account code to which the expense ~~will~~ has been applied, and other supporting documentation, and be ~~is~~ shall be submitted for signatures. A check register ~~should~~ shall be run and filed.
3. When the Executive Director signs each check, ~~he/she~~ they should ~~shall~~ double check the invoice against the check amount, and invoice information. The Executive Director may delegate the signing of checks to the ~~Deputy Executive Director Business Administration~~ Deputy Director in his/ her/their absence, and in his/her/their absence, to the Operations Manager ~~any management personnel~~. This approval ~~is to~~ shall be to ensure that the expense is charged to the correct account and grant/project. ~~is charged to the correct expense and line item.~~ The Executive Director, or ~~the Deputy Executive Director Business Administration~~, ~~as her/their~~ designee, or a single authorized member of the Authority Board of Members Airport Authority Board ~~is~~ shall be authorized as the only required signatory for checks less than or equal to \$10,000.00. For checks greater than \$10,000.00 and less than or equal to \$20,000.00 the Executive Director, or their designee, ~~is~~ shall be an authorized signatory with a required co-signature of a single authorized member of the Airport Authority Board of Members. For checks greater than \$20,000.00, two authorized members of the Airport Authority Board of Members ~~are~~ shall be required as co-signatories. ~~Authorized members are~~ shall be designated the Board in accordance with the Airport Authority Bylaws. the Chair, Vice Chair, Secretary/Treasurer, and any other member specifically authorized by the Board at a regularly scheduled meeting.
4. After the ~~checks~~ checks have been signed, they ~~should~~ shall be forwarded to the ~~Business and Marketing Coordinator~~ Business Manager who ~~will~~ shall cancel the invoice by stamping PAID on it in red ink, and mail the checks.
5. All checks ~~shall~~ will be mailed as soon as this process is completed.
6. Supporting documentation ~~should~~ shall be filed by the Accounting Coordinator Finance and Administration Manager in appropriate alphabetical order vendor files. ~~The~~

miscellaneous vendor file ~~should~~ shall not contain more than ~~one~~ two invoices for a vendor.- If more than ~~one~~ two invoices exists, then a vendor file ~~shall~~ ould be created.

7. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will utilize the vendor files to respond to any discrepancies which arise with vendors or other payees.
8. Monthly, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will check the open accounts payable log to determine if there are any outstanding invoices which have not yet been paid. If so, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will investigate the nonpayment of these invoices with the responsible staff member.

G. Cash Disbursements – Electronic Funds Transfer

1. Authority vendors may request in writing to receive payment for invoices via EFT. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will forward such requests to the ~~Deputy Executive Director Business Administration~~ Deputy Director for approval. Upon approval, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will create an electronic payment template within the banking portal. The payment template ~~shall~~ will be submitted to the ~~Deputy Executive Director Business Administration~~ Deputy Director for approval, and to the Executive Director for final approval. Upon approval, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ may commence submitting payments to the vendor via EFT on a regular basis. EFT's for payment ~~shall~~ will only be made to Authority vendors who have continuing business with the Authority.
2. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ should ~~enter~~ enters EFT payments within the banking portal. Payments ~~shall~~ will be electronically submitted to the ~~Deputy Executive Director Business Administration~~ Deputy Director and subsequently the Executive Director for dual approval and release. The ~~Accounting Coordinator~~ Finance and Administration Manager shall provide the original invoice that includes the general ledger account code to which the expense ~~will~~ shall be applied, and other supporting documentation for all electronic payments.
3. When the ~~Deputy Executive Director~~ Deputy Director and Executive Director approve each payment, ~~he/she/they~~ shall ~~ould~~ double check the invoice against the EFT amount and invoice information. ~~This approval shall be to ensure that the expense shall be charged to the correct account and grant/project. This approval is to ensure the account and grant/project is charged to the correct expense and line item.~~ The ~~Deputy Executive Director Business Administration~~ Deputy Director and the Executive Director ~~are~~ shall be authorized to approve EFTs, under dual approval, for payments less than or equal to \$10,000-~~00~~. Disbursements greater than \$10,000-~~00~~ ~~shall~~ will not be permitted via EFT and ~~must~~ shall follow check disbursement procedures.
4. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ will monitor outgoing EFTs pending approval. After the EFTs have been approved, a confirmation page ~~should~~ shall be printed and attached to the invoice. The documentation ~~should~~

~~be~~shall beis forwarded to the ~~Business and Marketing Coordinator~~Business Manager who shallwill cancel the invoice by stamping PAID on it in red ink.

5. Supporting documentation should ~~be~~shall beis filed by the ~~Accounting Coordinator~~Finance and Administration Manager in appropriate alphabetical order vendor files. The miscellaneous vendor file shallould not contain more than ~~one~~two invoices for a vendor. If more than ~~one~~two invoices exists, then a vendor file shallould be created.
6. The ~~Accounting Coordinator~~Finance and Administration Manager shallwill utilize the vendor files to respond to any discrepancies which arise with vendors or other payees.
7. Monthly, the ~~Accounting Coordinator~~Finance and Administration Manager shallwill check the open accounts payable log to determine if there are any outstanding invoices which have not yet been paid. If so, the ~~Accounting Coordinator~~Finance and Administration Manager shallwill investigate the nonpayment of these invoices with the responsible staff member.

H. Cash Accounts and Reconciliations

1. Bank statements ~~are to~~shall be received unopened by a member of the Authority Board. The Authority Board member shall review the bank statements and check copies for inconsistent check numbers, signatures, cash balances and payees and endorsements. This cursory review shallwill be conducted on a quarterly basis, at which time the Board Member ~~should~~shall initial and date each bank statement reviewed, ~~(which should~~ include both the operating and grants reimbursement accounts). The reviewed bank statement(s) shall then be forwarded to the ~~Accounting Coordinator~~Finance and Administration Manager, ~~(an individual without check signing rights,)~~ to address any concerns and to file appropriately.
2. The ~~Accounting Coordinator~~Finance and Administration Manager shall reconcile each account using an electronic bank statement. All accounts shallwill be reconciled no later than 15 days after month-end. In the ~~event~~event it shallis not be possible to reconcile the bank statements in this period of time, the Executive Director shall be notified by a written memo from the ~~Accounting Coordinator~~Finance and Administration Manager.
3. When reconciling the bank accounts, the following items shallould be included in the procedures:
 - a. A comparison of dates and amounts of daily deposits as shown on the bank statements with the deposit book.
 - b. A comparison of inter-organization bank transfers to be certain that both sides of the transactions have been recorded on the books.
 - c. An investigation of items rejected by the bank, i.e., returned checks or deposits.
 - d. A comparison of both incoming and outgoing electronic funds transfer dates received with dates sent.

- e. A comparison of the dates and amounts of credit card payments received to the merchant account statement.
 - f. A comparison of canceled checks with the check register as to check number, payee and amount.
 - g. An accounting for the sequence of checks both from month to month and within a month.
 - h. An examination of canceled checks for authorized signatures, irregular endorsements, and alterations.
 - i. A review and proper mutilation of voided check(s).
 - j. Investigate checks which have been outstanding for more than six months. If needed, follow the procedures under Florida Statute Section 717 for Unclaimed Property.
4. The completed bank reconciliations for both the operating and grants reimbursement accounts ~~should be~~ shall be reviewed by the ~~Deputy Executive Director Business Administration~~ Deputy Director and initialed and dated ~~by the reviewer~~ for approval.
 5. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall will provide the ~~Deputy Executive Director~~ Deputy Director ~~Business Administration~~ with all general journal entries that affect cash, including supporting documentation, to use for approval prior to posting.
 6. Copies of the completed bank reconciliations ~~shall~~ will be filed in the accounting office and made available for review by the Executive Director and auditors.
- I. Badge/ Permit Revenue Reconciliation
1. For users of the Airport required to obtain a Badge or a Permit, a user fee shall be charged by the Authority, as established within the annual fee schedule approved by the Authority.
 2. Payment shall be taken by an Operations staff member upon acceptance of the Badge or Permit Application. Payment shall be made in the form of cash, check or credit card. All payments received shall be processed in accordance with Section 3 - Cash. Invoices shall be issued monthly to Airport tenants, and requests for invoices shall be forwarded to the Finance and Administration Manager prior to the end of the month.
 3. The Operations staff member shall maintain a copy of all payments processed for their files.
 4. Quarterly, the Operations Coordinator shall submit two reports to the Business Manager generated from the ID badging system. The first showing all badges issued during the quarter along with a copy of the badge log, and the second showing all permits issued during the quarter along with a copy of the permit log. These reports shall be generated by utilizing the badge/ permit numbers, since they are issued

sequentially. Any gaps in the report, due to printing malfunctions or other issues, shall be noted by the Operations Coordinator on the badge or permit log. The reports, badge log, permit log, electronic deposit log, and merchant account statement shall be reconciled by the Business Manager to ensure that payment was collected and deposited on all badges and permits issued by the Authority. The Business Manager shall generate a badge/ permit revenue audit report, which shall be reviewed by the Operations Coordinator and submitted to the Deputy Director for final review and approval.

J. Petty Cash Fund

1. The petty cash fund ~~should~~shall never exceed \$200.00.
2. The ~~Business and Marketing Coordinator~~Business Manager ~~shall be~~is the custodian of the petty cash fund, ~~however the Operations Manager shall also have~~has the ability to access the fund in their absence. This is due to the petty cash fund acting as a means to provide change for cash paying customers obtaining badges, etc.-
3. A single disbursement from petty cash shall never exceed \$50.00.
4. The recipient of the petty cash funds ~~must~~shall sign the petty cash booklet to indicate receipt of the funds, and provide a receipt for evidence of the business purchase. A reimbursement for a purchase made by the ~~Business and Marketing Coordinator~~Business Manager and/or Operations Manager ~~should be~~shall be completed in the presence of the ~~Accounting Coordinator~~Finance and Administration Manager and both parties ~~shall~~should sign the receipt petty cash booklet. All paid information ~~should~~shall remain in the locked petty cash tray until it is time to replenish the fund.
5. When a request to replenish the petty cash fund is made to the ~~Accounting Coordinator~~Finance and Administration Manager, all petty cash reimbursements ~~will~~shall be listed by the ~~Business and Marketing Coordinator~~Business Manager on the Petty Cash Audit Form, with the amount and a description of each reimbursement. Each petty cash reimbursement ~~must~~shall also have a receipt that the ~~Business and Marketing Coordinator~~Business Manager ~~will~~shall attach to the Petty Cash Audit Form. When the ~~Accounting Coordinator~~Finance and Administration Manager receives the Petty Cash Audit Form, the check request ~~should~~shall indicate the total amount needed to bring the fund back up to \$200.00. The ~~Accounting Coordinator~~Finance and Administration Manager ~~shall~~will assign the expense accounts to be charged based upon the description of the items purchased.
6. The petty cash tray ~~shall~~is to be locked at all times in a safe when it is not disbursing or replenishing the fund.
7. At least once annually, there ~~shall~~should be a surprise review of the petty cash fund by the ~~Accounting Coordinator~~Finance and Administration Manager. When this is done, ~~he/she/they~~ ~~should~~shall count, while the ~~Business and Marketing Coordinator~~Business Manager is in attendance, the total monies on hand and the total

amount of receipts in the petty cash tray. The two amounts ~~should~~shall equal exactly \$200.~~00~~. Any discrepancies ~~should~~shall be discussed and resolved immediately.

8. It is a policy of the Authority not to cash checks of any kind through the petty cash fund.
9. The Authority postage meter and Federal Express service ~~is~~shall not to be used for personal mailings under any circumstances.

Draft

Section 4. Investments

Description

The establishment of internal controls over investments is necessary to safeguard against physical loss or misuse.

Policy

Funds not presently needed for operations or capital projects ~~should~~shall be properly invested and safeguarded against physical loss or misuse, which might arise from fraud, employee error and/or misrepresentation, by third parties, or imprudent actions by employees. Investment of the Authority's surplus funds is governed by Section 218.415(17), Florida Statutes.

Procedures

A. Investment Types

1. The Authority adheres to Florida Statute Section 218.415(17), which limits the types of investments that the Authority ~~may~~shall invest in.
2. Florida Statute Section 218.415(17) allows the following investment types:

- a. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute Section 163.01.
- b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statute Section 280.02.
- d. Direct obligations of the United States Treasury.

B. Investing Idle Funds

1. On a monthly basis in conjunction with the preparation of the monthly financials, the ~~Accounting Coordinator~~Finance and Administration Manager ~~shall~~will review surplus cash balances in the operating account and discuss the balances with the ~~Deputy Executive Director~~Deputy Director ~~Business Administration~~ and the Executive Director.
2. Once the Executive Director and ~~Accounting Coordinator~~Finance and Administration Manager determine that surplus funds ~~should~~shall be invested, the ~~Accounting Coordinator~~Finance and Administration Manager ~~should~~willshall contact at least three financial institutions that are Qualified Public Depositories as defined in Florida Statute Section 280.02, and request quotes based upon appropriate maturity dates.
3. At least three written quotes for investments ~~should~~shall be obtained by the ~~Accounting Coordinator~~Finance and Administration Manager, who ~~shall~~will review the options and make a recommendation to the Executive Director.
4. All written quotes obtained from the financial institutions along with the recommendation ~~shall~~ould be forwarded to the Executive Director for ~~their~~his/her approval.
5. The ~~Accounting Coordinator~~Finance and Administration Manager and Executive Director ~~shall~~ould follow the objectives of governmental investing when considering the investment options, in the appropriate order, which ~~are~~is as follows:
 - a. Safety - The primary objective of the Authority's investment activities ~~is~~shall be the protection of investment capital.
 - b. Liquidity - The Authority's investment strategy ~~will~~shall provide sufficient liquidity such that cash flow requirements are met through the utilization of investments with structured maturities.
 - c. Investment Income - The Authority ~~shall~~will strive to maximize the return on the portfolio while minimizing investment risk.

-
6. Upon accepting an investment recommendation, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall submit~~ the appropriate forms to the selected financial institution for the purchase of the investment(s).

C. Prudence and Ethical Standards

1. Investments ~~shall~~ be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment period.
2. Individuals involved in the investment process ~~shall~~ refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.
3. Individuals involved in the investment process ~~shall~~ disclose any material interests in financial institutions with which they conduct business. They ~~shall~~ further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio and they ~~shall will~~ refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Authority.

D. Accounting, Monitoring, and Reporting of Investments

1. As part of the month-end closing procedures, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ update the investment schedule showing an estimate of the interest earned ~~and account balances.~~— Then, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ prepare applicable journal entries for any purchases of investments, sales of investments, interest earned, and realized or unrealized gains-/losses.
2. The reconciliations and journal entries ~~shall be~~ prepared by the ~~Accounting Coordinator~~ Finance and Administration Manager and forwarded to the ~~Deputy Executive Director Business Administration~~ Deputy Director for review and approval prior to posting, as evidenced by the ~~Deputy Executive Director Business Administration~~ Deputy Director's initials.
3. Investment Performance and Reporting — ~~An Investment portfolio R~~ report ~~shal~~ be provided to the Board annually. The report ~~shall~~ include a breakdown of the portfolio by class or type, financial institution, book value, income earned, and market value as of the report date.

Section 5. Capital Assets

Description

A significant amount of the Authority's assets are capital assets that are acquired through grant funds and Authority funds, including: land, buildings, leasehold improvements; furniture and fixtures, and equipment. The establishment of internal controls over the capital assets process is necessary to ensure that additions, deletions and depreciation are properly recorded, and that all capital assets are safeguarded against physical loss or misuse.

Policy

Capital assets ~~should~~ shall be properly recorded and safeguarded against physical loss or misuse through the appropriate monitoring, reviews and approvals. The Authority follows ~~OMB Circular A-110 and A-102 Common Rule~~ OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) for equipment acquired under Federal awards received directly from a Federal awarding agency. ~~The Common Rule~~ Uniform guidance requires that equipment be used in the program for which it was acquired or, when appropriate, other federal programs. The Authority's capitalization threshold is \$5,000.

Estimated useful lives are as follows:

<u>Capital Assets (in years)</u>	<u>Estimated Life</u>
Buildings	20-30 years
Leasehold Improvements	5- <u>2</u> 30 years
Equipment	5-20 years
Infrastructure	20 years

Procedures

A. Record Keeping

1. A permanent property log or database ~~shallis to~~ be maintained by the ~~Accounting Coordinator~~ Finance and Administration Manager for all fixed assets purchased by the Authority, and within the capitalization thresholds noted above.

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2. The log ~~should~~ shall contain the following information:

- a. source
- b. description of item purchased (including serial number or other identification number)
- c. title holder
- d. acquisition date
- e. acquisition cost
- f. percentage of Federal participation in the cost, if applicable
- g. location
- h. depreciation period
- i. condition
- j. any disposal data including date of disposal or sales price
- k. inventory tag number (all fixed assets should be tagged with a unique identifying number)

3. When a capital asset is purchased by the Authority, the Accounting Coordinator ~~Business Manager~~ shall ~~will~~ tag the asset within ten days of receipt. All pertinent information regarding the asset ~~will~~ shall be maintained on the property log (see #2 above), and ~~the~~ the inventory list (see #4 below).

4. An inventory list shall be maintained by the Business Manager. The inventory list ~~shall~~ contains all assets purchased by the Authority, including those items that fall under the capitalization threshold but warrant inventory tracking. Such items shall include, but shall not be limited to, computers and computer equipment, furniture, vehicle parts, etc.

3.5. When items are purchased through grant funds, the Finance and Administration Manager shall notify the Business Manager to add to the Inventory List.

B. Inventory

1. At least once every two years, a physical inspection and inventory shall be taken by the ~~Business and Marketing Coordinator~~ Business Manager with the assistance of an Operations Coordinator, of all Authority fixed assets and reconciled to the general ledger balances. Adjustments for dispositions ~~should~~ shall be made.

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2. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall ~~will~~ be informed, in writing, via an interoffice memorandum of any material changes in the status of property and equipment. This ~~should~~ shall include changes in location, sale of, scrapping of and/or obsolescence of items and any purchase or sale of real estate. The property log and inventory lists ~~should~~ shall be updated accordingly.

C. Disposal of Equipment

1. Fixed assets become available for disposal for various reasons, i.e. unserviceable, obsolete, uneconomical to repair, replaced and/or excess to Authority needs. The Executive Director ~~is~~ shall be authorized to sell, trade or otherwise dispose of surplus property belonging to the Authority.
2. When equipment that was originally funded with Federal grant monies with a current per unit fair market value of \$5,000 or more is no longer needed for a Federal program, it may be retained or sold with the Federal agency having a right to a proportionate (percent of Federal participation in the cost of the original project) amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

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Section 6. Tenant Leases

Description

The Authority is responsible for leasing Airport land according to Local, State, and Federal law including, but not limited to, the guidelines and grant assurances of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), County and City Ordinances, and Resolutions adopted by the Board.

Policy

In accordance with the enabling legislation of the State of Florida, chapter 2004-468, the Authority has the right to lease the airport or any portion of the airport, including the buildings and hangars thereon, and to grant concessions upon such terms and conditions as it shall deem proper.

Procedures

A. Lease Agreements

The Authority currently has a lessor relationship with ~~six several~~ tenants on airport property. All rental agreements include a CPI adjustment to the base rent. ~~The Business and Marketing Coordinator~~ Business Manager ~~is~~ shall be responsible for maintaining copies of the original lease and any amendments ~~that are~~ adopted after the initial lease inception. All pertinent dates for rent increases ~~should~~ shall be maintained ~~on the tickler file (see Policy Section 14) on the CPI schedule.~~ The tenant leases ~~should~~ shall be maintained separately from the accounts receivable files, in order to keep the leases in the Accounting-Airport Authority office over multiple years.

B. CPI Adjustments

1. Currently, the Authority has the following CPI rent adjustments:
 - a. Boca Aircraft Owners – annual rent adjustment is July 1
 - b. Boca Aircraft Owners Hangar No. 6 – rent adjustment is every 5 years
 - c. Atlantic Aviation - annual rent adjustment is June 1
 - d. Atlantic Aviation T-Hangar – annual rent adjustment is July 1
 - e. Atlantic Aviation Hangar No. 8 & 9 – rent adjustment is every 5 years
 - f. Apex Parks Group– annual rent adjustment is June 1
 - g. Cinemark – annual rent adjustment March 1
 - h. Premiere Aviation ~~(d/b/a)~~– rent adjustment is every 3 years
 - i. City Furniture – annual rent adjustment is December 1

2. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ould consult the lease and prior year rent calculation when calculating annual rent adjustments. Because the CPI is generally not published for several days past the month end, this calculation ~~shall~~ould be performed as soon as possible to the new lease term, and not past 45 days after the CPI rate is available.
3. The new base rent along with any “catch-up” rent ~~should~~shall be detailed ~~in~~on a rent letter, reviewed by the ~~Deputy Executive Director Business Administration~~Deputy Director, signed by the ~~Accounting Coordinator~~ Finance and Administration Manager and delivered to the tenant.
4. Rent ~~shall be~~is due by the 1st of each month, and ~~shall be~~is considered late by the 10th of each month. Penalties and due dates vary by lease agreement. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~should ~~reviews~~review each lease agreement for applicable due dates and penalties.

C. Bonus Rent

1. Bonus rent is an additional rent provision in two of the Authority's tenant leases. Currently, bonus rent ~~is~~shall be received on the following:
 - a. Atlantic Aviation – Hangars 8 lease year is January 1 – December 31
 - a-b. Atlantic Aviation – Hangars 9 lease year is February 1 – January 31
 - b-c. Boca Aircraft Owners – Hangar 6 lease year is July 1 – June 30
2. The tenant ~~is~~required to submit to the Authority within 30 days after the close of each lease year a written statement certified by the Board of Directors of Lessee or an audit report conducted by an independent auditor setting forth the gross revenues during the preceding Lease Year and detailing the amount of bonus rent to be paid by the Lessee. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~shall review the calculations received for accuracy. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~shall notify the ~~Deputy Executive Director Business Administration~~ Deputy Director if lessee fails to provide the bonus rent calculation.

Section 7. Payroll and Benefits

Description

The establishment of internal controls over payroll is necessary to prevent incorrect, inaccurate, improper, and/or fraudulent payments. The payroll cycle includes a broad range of activities. Activities include approving employee salaries and wage rates, approving and monitoring leave, benefits administration, tax monitoring, and payment of wages.

Policy

The ~~Deputy Executive Director Business Administration~~ Deputy Director ~~n-shall~~ould maintain continuous communication with the Accounting Department, as well as maintain the appropriate reviews and approvals throughout the entire payroll / human resources cycle, in order to ensure the accuracy of payroll payments made.

See the Authority's Employee Handbook for more detailed policies on pay, benefits, and leave.

Procedures

A. Personnel Files

1. The ~~Deputy Executive Director Business Administration~~ Finance and Administration Manager ~~shall be~~is charged with the responsibility of maintaining personnel files on ~~staff person~~employees.
2. Each personnel file ~~shall~~ould contain the following information, at a minimum:
 - a. Employment application or resume
 - b. A record of background investigation
 - c. Date of employment
 - d. Position, pay rates and changes therein
 - e. Authorization of payroll deductions (Payroll Deduction Form)
 - f. Earnings records for non-active employees
 - g. W-4 Form, withholding authorization
 - h. I-9 Immigration Form
 - i. Termination data, when applicable
3. All personnel records ~~shall~~are to be stored in a locking file cabinet in the ~~Deputy Executive Director Business Administration~~ Finance and Administration Manager's office. Access to these files other than by the ~~Deputy Executive Director Business~~

~~Administration~~Deputy Director, Executive Director or the auditor ~~should~~shall be requested in writing to the Executive Director.

B. Changes in Payroll Data

1. All changes to employee payroll data (e.g., salary increases, contribution changes to 401A/457 Plan, other payroll deductions etc.) ~~are~~shall be reported on a ~~p~~Payroll ~~d~~Deduction ~~f~~Form, signed by the employee and the employee's supervisor~~Executive Director~~.
2. Payroll ~~data~~deduction forms ~~shall be~~are submitted to the ~~Accounting Coordinator~~Finance and Administration Manager for input into the payroll system. The only employee authorized to make changes to employee data ~~shall be~~is the ~~Accounting Coordinator~~Finance and Administration Manager or their designee.
3. Once the payroll change has been communicated to the payroll service, the signed payroll deduction form ~~should be forwarded to the Deputy Executive Director~~Business Administration for the ~~shall be~~is added to the employee's personnel file.

C. Vacation and Sick Time

- ~~1. The Business and Marketing Coordinator~~Business Manager ~~shall~~tracks each employee's vacation and sick time earned and taken via a Leave Time Log.
- ~~1.~~
2. All vacation and sick time used ~~are~~shall be reported by the employee on their timesheet for the respective pay time period, ~~and leave time log~~, entered into the ~~Business and Marketing Coordinator's~~ spreadsheet. The ~~Business and Marketing Coordinator~~ will record sick and vacation time only after receiving an approved timesheet.
3. ~~At year end, an accrued liability for vacation and sick leave should be calculated by the Accounting Coordinator, in accordance with the Authority's policy (see Authority's Employee Handbook for policy on accruing vacation and sick time). The entry should be posted and reviewed by the Authority auditors.~~

D. Timesheets and Payroll Funds Transfer

1. Timesheets ~~shall be~~are prepared by all ~~staff person~~employees. ~~Exempt employees shall maintain an exception based monthly timesheet, while non-exempt employees shall maintain an hours-worked biweekly timesheet, every two weeks~~Non-exempt employees' T time ~~should~~shall be input on a daily basis ~~daily~~ and, ~~if in writing, completed~~signed in ink. Timesheets ~~must~~shall identify the employee name, the pay time period, the hours worked, any leave taken, total hours, the employee's signature, the employee manager's signature, and the signature of the Executive Director.
2. All ~~approved~~ timesheets ~~should be~~shall be submitted to the ~~Business and Marketing Coordinator~~Business Manager. The Business Manager shall forward the timesheets to the employee's manager and the Executive Director for approval. The

Business Manager shall reconcile any leave recorded on the timesheet to the employee's leave time log to ensure proper recordkeeping. who will input the sick and vacation leave into the leave records. Once the Business and Marketing Coordinator has completed this task, he/she shall forward the approved timesheets to the Deputy Executive Director Business Administration for approval. Once approved they are forwarded to the Accounting Coordinator. The Business Manager shall maintain a timekeeping file with all approved timesheets, and forward a copy of timesheets for non-exempt employees to the Finance and Administration Manager for payroll processing.

3. The Accounting Coordinator Finance and Administration Manager shall should then process process the time and reports s the information to the payroll service. The information reported shall ould include:
 - a. hours worked
 - b. changes in pay rates or employment status
4. Once the hours worked are have been reported to the payroll service, which is shall currently be performed on every other Tuesday prior to the Thursday pay date, the payroll service shall will automatically calculate the salary, withholdings, taxes, etc. based on the current employee payroll data.
5. Within four hours of reporting payroll data to the payroll service, tThe Accounting Coordinator Finance and Administration Manager shall review the online payroll reports, and check for any inconsistencies or problems with the time submitted. Once the payroll is deemed appropriate, the Finance and Administration Manager shall submit payroll. shallThe Finance and Administration Manager shall print out pay stubs, and applicable reports including the earnings and deduction register, direct deposit detail, department summary, cash requirement, and payroll journal.
6. The Accounting Coordinator Finance and Administration Manager should shall give the payroll journal, generated from the payroll service, third party Paychex bi-weekly reports to the Deputy Executive Director Business Administration Deputy Director for his/her their approval for every two-week pay period in order to ensure that the payroll amounts are appropriate and properly recorded. The Deputy Executive Director Business Administration Deputy Director should shall initial the payroll journal to signify approval. — This approved payroll journal should be shall be maintained in the accounting office. During the approval of the bank account reconciliation, Tthe Deputy Executive Director Business Administration Deputy Director shall ould maintain a record of approved salaries, earnings and deductions and compare the record to the Payroll Journal to ensure the the funds being withdrawn from the operating account and ensure they are both in agreement. accuracy of the payroll disbursements.

E. Distribution of Payroll

Pay stubs shall be available to employees online through an employee portal in the payroll system. The Accounting Coordinator should print out the pay stubs for each employee for every two-week pay period. The pay stubs should immediately be placed in sealed

envelopes, and distributed directly to each employee. Every employee shall be required to utilize direct deposit.

F. Recording Year-End Payroll Liabilities

1. At year-end, an accrued liability for vacation and ~~sick leaves~~ sick leave ~~should~~ shall be calculated by the ~~Accounting Coordinator~~ Finance and Administration Manager, in accordance with the Authority's policy (see Authority's Employee Handbook for policy on accruing vacation and sick time).- The entry ~~should~~ shall be posted and reviewed by the Authority auditors.
2. At year-end, an accrued payroll liability ~~shall~~ ould be calculated by the ~~Accounting Coordinator~~ Finance and Administration Manager based upon the amount of days that belong to the fiscal year. The entry ~~shall~~ ould be posted and reviewed by the Authority auditors.

G. Payroll Taxes

The payroll service shall be required to file quarterly 941 and the UCT-6 statements. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall request review copies of all tax reports filed by the payroll service on behalf of the Authority, to ensure proper amounts were reported and payments were promptly remitted to taxing authorities.

H. Retirement Fund Contribution Reconciliation

1. On a quarterly basis, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall reconcile the retirement fund contributions for both the 401a and 457 plans made through employee payroll deductions and Authority employer contributions to the quarterly contribution reports received by the retirement account pension provider (currently ICMA).- The reconciliation ~~shall~~ ould add all employee contributions per payroll records and employer contributions for the quarter then ended, and then compare this amount to the pension-retirement account provider reports.- Any discrepancies ~~should~~ shall be immediately investigated.
2. The completed reconciliation along with supporting documentation ~~should~~ shall be reviewed and approved by the ~~Deputy Executive Director Business Administration~~ Deputy Director within 25 days after each quarter end.

Section 8. Sales Tax

Description

Sales tax ~~shall be~~ collected from the tenants of the Boca Raton Airport Authority on certain lease agreements, fuel flowage, and rental car surcharges.

Policy

It is the policy of the Authority to timely collect and remit sales tax to the State of Florida on applicable taxable revenue sources.

Procedures:

A. Sales Tax Collection

1. Sales tax ~~shall be~~ collected from tenants of the Authority on tenant leases, fuel flowage, and rental car surcharges. Currently, the Authority does not collect sales tax from Boca Aircraft Owners, as the Authority has been provided with documentation from this tenant that they are remitting the sales tax on behalf of their sub-lease agreements.
2. Sales tax ~~shall~~ be collected from tenants on a monthly basis.

B. Recording Sales Tax Liability

1. On a monthly basis, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ will ~~shall~~ create a sales tax payable in the accounting system for all sales tax sources to be collected during the month.
2. Once revenue and sales tax is collected from the Authority tenants, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ input ~~inputs~~ the sales tax into a spreadsheet that details the sales tax due to the State of Florida broken into straight and discretionary sales tax. This breakdown ~~will~~ shall assist the ~~Accounting Coordinator~~ Finance and Administration Manager with the input of information into the State of Florida website.

C. Remittance of Sales Tax

1. Sales tax ~~should be~~ shall be remitted to the State of Florida on a monthly basis through the Florida Department of Revenue website. All efforts ~~shall~~ be made to remit sales tax prior to the due date in order to take advantage of the ~~on-time~~ on-time discount. The sales tax due dates ~~can~~ shall be obtained by visiting the Florida Department of Revenue website.
2. On the Florida Department of Revenue on-line form, sales ~~should~~ shall be broken out into gross sales and exempt sales. The monthly tenant revenue collected from Boca Aircraft Owners in which the Authority does not collect sales tax (see A.1. above) ~~should be~~ shall be reported as exempt sales.

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3. Once sales tax is remitted, an accounting entry ~~should~~shall be recorded to show the reduction of the sales tax liability, sales tax discount (if remitted on-time) and the reduction of cash.
 4. All sales tax reports filed on-line with the Florida Department of Revenue ~~should~~shall be printed, and placed in a sales tax file in the accounting office.

Draft

Section 9. Reserves

Description

The Authority believes that sound financial management principles require that sufficient funds be retained by the Authority to provide a stable financial base at all times. To retain this stable financial base, the Authority needs to maintain an unrestricted net asset-position balance sufficient to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature.

Policy

The purpose of this policy is to specify the size and composition of the Authority's financial reserves and to identify certain requirements for replenishing any balance of reserves utilized.

Procedures

A. Unrestricted Net Asset-Position Balance

The unrestricted net asset-position balance shall be no less than 75% of budgeted operating expenses including depreciation.

B. Monitoring and Reporting

The ~~Accounting Coordinator~~Finance and Administration Manager and Executive Director shall annually prepare a report documenting the status of the unrestricted net asset-position balance with this policy and present to the Board in conjunction with the development of the annual ~~budget~~Investment Report.

C. Replenishment of the Unrestricted Net Asset-Position Balance

If, at the end of any fiscal year, the actual amount of ~~unreserved-unrestricted~~ net assets position falls below the recommended levels set forth herein, the Executive Director shall prepare and submit a plan for expenditure or expense reductions and/or revenue increases to the Authority Board. As a part of the annual budget review, the Authority Board shall review and amend the plan submitted by the Executive Director to restore this balance to the target level within 24 months. If restoration of the unrestricted net asset-position balance cannot be accomplished within such period without severe hardship to the Authority, then the Board ~~will~~ shall establish a different time period.

Section 10. Budget

Description

Budgeting is the process of taking past and current information and using that information to make informed assumptions about future objectives and goals. It is a dynamic and ongoing process to prepare a financial road map for the coming fiscal year.

Budgets ~~are~~ shall be prepared for Operations, Maintenance and Administrative expenses and Capital expenditures through the Executive Director's office. On an annual ~~basis~~ basis, a ~~Five Year~~ Five-Year Capital Improvement Plan ~~is~~ shall be developed which contains the Authority's anticipated planning, design, construction and renewal & replacement projects.

Policy

The Authority ~~should~~ shall adopt an annual budget that is realistic and attainable in order to properly carry out its financial responsibilities. In addition, the Authority ~~should~~ shall continuously monitor its compliance with the annual budget and take appropriate actions to remedy any discrepancies.

Procedures

A. Preparation of Budget Estimates

1. ~~The Accounting Coordinator~~ Finance and Administration Manager, as designated by the Executive Director, ~~is~~ shall be responsible for the development of the revenue budget. In developing the revenue budget, ~~he/she~~ they ~~should~~ shall meet with Authority staff in determining any new/updated/deleted revenue sources for the upcoming budget year. ~~The Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall utilize current year actual data and incorporate changes to existing tenant arrangements (i.e. CPI increases, fuel flowage estimates)
2. ~~The Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ should develop budget expense estimates for the operating, maintenance, and administration of the airport. In developing these expense line items, ~~he/she~~ they ~~should~~ shall annualize current year expenditures to determine approximate annual operating expenditures. ~~The Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall incorporate operating impacts from new capital projects, changes in maintenance/operations, future expansion/reductions, and any other factors that may affect upcoming expenses.
- 2.3. The Finance and Administration Manager and Executive Director ~~will~~ shall develop the capital outlay budget based upon requests received from department managers.
4. The Executive Director and/or Deputy Director in cooperation with the ~~Consulting Engineer of Record~~ shall ~~will~~ prepare the ~~Five-Year~~ Five-Year Capital Improvement Plan taking into consideration a plan of finance for all projects.

~~3.~~

B. Budget Estimate Review and Approval (listed in order of event)

1. Budget Preparation – The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~will create, edit, and evaluate cost estimates and prepare comparative summaries, with comments and recommendations for review by the Executive Director.
2. Revenue forecasts ~~are~~ shall be conducted based on the actual year-to-date revenue data and estimated growth/reduction rates. The ~~Accounting Coordinator~~ Finance and Administration Manager ~~will~~shall prepare a draft of the revenue projections, and revise the revenue budget as directed by the Executive Director.
3. The Executive Director ~~will~~shall review the budget estimates, budget schedules, and supporting justification for approval and establish estimate revisions resulting from such review. The Executive Director ~~will~~shall schedule departmental budget review meetings as required.
- ~~3.4.~~ Budget review meetings shall be held to discuss any budget requests, and the draft operating and capital outlay budgets.
- ~~4.5.~~ The ~~Accounting Coordinator~~ Finance and Administration Manager will shall incorporate revisions into the proposed budget, and review with the Executive Director. Once the budget revisions have been incorporated, the Finance and Administration Manager shall prepares the final budget package numbers for the Executive Director. The Executive Director shall finalize a Budget Report for distribution to the Authority Board.

C. Budget Adoption

1. In accordance with Florida Statute Section 166.241, 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.
2. 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.
3. 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.
4. Once the Board adopts the budget, the Executive Director shall have discretion to expend budgeted funds to the extent of the total amount budgeted.

Section 11. Capital Improvement Plan

Description

The Authority ~~shall~~ maintains a ~~Five-Year~~Five-Year Capital Improvement Plan, whereby a majority of funding for projects comes from federal and state grant funding sources. Section 5(5) of the Boca Raton Airport Authority Enabling Legislation allows the Authority to accept state and federal grants.

Policy

To ensure maximum funding for the Authority utilizing federal and state grants, the Authority Board authorizes the Executive Director to pursue these funding sources to the maximum extent possible and sign grant applications and acceptance documents. The purpose of this policy is to establish procedures regarding federal and state grant applications associated with capital improvement plan project development.

Procedures

A. Federal Grant Applications

1. The Executive Director and/or the Deputy Director ~~shall be~~ responsible for ensuring each project eligible for federal funding is input, described, prioritized, categorized, and listed in the Joint Automated Capital Improvement Program (JACIP) database.
2. The Executive Director and/or Deputy Director ~~shall~~ will prepare federal grant applications in accordance with the Federal Aviation Administration's (FAA) annual schedule.
3. The Executive Director and/or Deputy Director ~~shall~~ will coordinate with the Disadvantaged Business Enterprise (DBE) Consultant for development of the DBE data reporting form that is included with federal grant applications.
4. The Executive Director and/or Deputy Director ~~shall will~~ prepare, with the assistance of the ~~General Consultant~~Engineer of Record, the pre-applications/applications and applicable documentation, and send it to the appropriate FAA office.
5. The Executive Director and/or Deputy Director ~~shall be~~ responsible for coordinating with the FAA to ensure timely receipt of the grant offer for project funding.

B. State Grant Applications

1. The Executive Director and/or Deputy Director ~~shall be~~ responsible for coordinating with the Florida Department of Transportation (FDOT) to develop project funding and to ensure the project is listed on FDOT's annual five-six-year gaming funding plan which ~~is~~ ~~shall be~~ obtained from information input into the JACIP database.
2. The Executive Director and/or Deputy Director ~~shall~~ will communicate with FDOT to ensure timely receipt of joint participation agreements and supplemental joint participation agreements for project funding.

Section 12. Grants

Description

Section 5(5) of the Boca Raton Airport Authority Enabling Legislation allows the Authority to accept state and federal grants.

Policy

The Authority staff ~~shall be is~~ responsible for maintaining adequate records to ensure compliance with federal and state accounting and reporting requirements for all grants obtained from Federal and State agencies.

Procedures

A. Grant Execution

1. When a new grant is ~~receivedreceived~~, or renewed, a paper copy of the executed grant ~~shall be is~~ maintained – in the project-task files ~~by the Accounting Coordinator.~~, and an electronic copy ~~shall be is~~ maintained in a shared drive folder.
2. It ~~shall be is~~ the responsibility of the Executive Director and/or Deputy Director to review the grant contract and extract any fiscal items which must be complied with by the Authority. Typically, for federal government grants, reference will be made to various publications put out by the Office of Management and Budget (OMB), Federal Aviation Administration, Department of Transportation and the Comptroller General's Office to which the Authority ~~shall be is~~ responsible for adhering. In addition, for State grants, publications are available from the Florida Department of Transportation, Florida Statutes, and the State of Florida Chief Financial Officer.

Currently, ~~the some~~ publications include:

~~OMB Circular A-110: Grants and Agreements with State and Local Governments~~

~~OMB Circular A-87: Cost Principles for Governments~~

~~OMB Circular A-133: Audits of Institutions of Higher Learning & Other Non-Profit Organizations~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance 2 CFR 200)

Department of Financial Services – Reference Guide for State Expenditures

3. It ~~is is~~ a policy of the Authority to adhere to any restrictions imposed by its funders. Therefore, Authority employees ~~shall be are~~ expected to bring to the attention of management or the Board, any instances of non-compliance.

B. Invoice Processing

1. Invoices for grant related projects ~~are shall be~~ approved by the Executive Director and/or Deputy Director ~~and should be forwarded to the Accounting Coordinator.~~ If the

invoices relate to the prime contractor, then the invoices ~~will~~shall be attached to the "Application and Recommendation for Payment Form." The payment form ~~is~~shall be completed by the contractor, ~~and~~ approved by the construction manager and the DBE consultant, and forwarded to the ~~Business and Marketing Coordinator~~Business Manager for proper invoice processing. The Executive Director and/or Deputy Director shall review the construction pay applications to ensure that the percentage of completion, invoice amount, and charges for services are appropriate. If there are errors or inconsistencies, the Deputy Director or their designee shall contact the contractor to obtain a revised invoice. Once the invoice package is approved by the Executive Director and/or Deputy Director, it shall be forwarded to the Finance and Administration.

~~1.2.~~ The Accounting Coordinator~~Finance and Administration Manager~~ ~~should~~shall review the recommendation for payment for clerical accuracy and proper approvals. The Accounting Coordinator~~Finance and Administration Manager~~ shall ~~sets~~ up an accounts~~an accounts~~ payable in the accounting system utilizing the detailed account codes established in the chart of accounts (see ~~Policy~~ Section 02).

~~2.3.~~ If projects have retainage percentages, the Accounting Coordinator~~Finance and Administration Manager~~ ~~should~~shall maintain a balance of retainage held by the Authority. When the accounts payable is set up for the project, the portion that relates to retainage ~~should~~shall be charged to "retainage payable."

~~3.4.~~ The invoices ~~should~~shall be processed following the same procedures for Authority invoices (see ~~Policy~~ Section 03C).

C. Drawdown of Federal Grant Funds

1. The Accounting Coordinator~~Finance and Administration Manager~~ shall ~~completes~~ a summary Statement and Distribution of Project Costs and Credits sheet that details the invoices that make up the federal grant drawdown. The Accounting Coordinator~~Finance and Administration Manager~~ shall ~~creates~~ a sales invoice for the FAA portion in order to post an accounts receivable.

2. The Accounting Coordinator~~Finance and Administration Manager~~ shall~~will~~ submit the drawdown request and backup documentation to the ~~Task Manager~~Deputy Director and Executive Director for review and approval. Upon approval, The Accounting Coordinator~~Finance and Administration Manager~~ will~~shall~~ request a drawdown of funds through the iDelphi system. See Section 3 for cash receipt procedures.

D. Drawdown of State Grant Funds

1. The Accounting Coordinator~~Finance and Administration Manager~~ shall ~~prepares~~ an Invoice Ssummary sheet that details the invoices that make up the state grant reimbursement, and ~~creates~~ a sales invoice for the FDOT portion ~~in order to~~to post an account receivable.

2. The Accounting Coordinator~~Finance and Administration Manager~~ will~~shall~~ compile the reimbursement request, and provide the request to the ~~Task Manager~~Deputy

Director and Executive Director for review and approval. The Operations Manager Finance and Administration Manager will-shall submit the request for reimbursement to the State of Florida. See Section 3 for cash receipt procedures.

E. Reporting Requirements – Federal Grants

1. FAA grants require a quarterly report. This report includes such items as pictures of the project, descriptions, and progress statements.
2. Quarterly reports are due to the FAA by the 15th day after the quarter end (i.e. March 31, June 30, etc.). The Deputy Director, or their designee, shall be responsible for completing the quarterly report and submitting within the appropriate timeframe.

F. Reporting Requirements – State Grants

1. The State of Florida – DOT requires grant recipients to utilize the JACIP system. All pertinent information, including but not limited to, task orders, contracts, CCNA, design plans, engineer certification forms, and agreements shall be uploaded to JACIP in a timely manner by the Deputy Director, or their designee.
2. Quarterly reports are due to the State by the 7th day after the quarter end. The Deputy Director, or their designee, shall be responsible for completing the quarterly report and submitting within the appropriate timeframe.

2.—

GE. Close Out of Federal Grants

1. When all payments related to a funded project have been made for which the Authority seeks reimbursement, the Accounting Coordinator Finance and Administration Manager will-shall immediately initiate, prepare, and compile the final grant drawdown and and closeout summary and provide it to the Task Manager Deputy Director and Executive Director for review.
2. The Executive Director and/or Deputy Director will-shall coordinate the review of the disadvantaged business enterprise (DBE) data reporting form and obtain the signature of the DBE consultant.
3. The FAA requires grant recipients to submit all pertinent project information as detailed in the AIP Sponsor Guide in a project closeout summary to be prepared by the Deputy Director or their designee and approved by the Executive Director. Finance and Administration Manager shall prepare the appropriate financial forms and necessary backup documentation that accompany the closeout summary. The closeout summary shall be submitted to the FAA Program Manager for review and approval within 90 days of final payment to the contractor. Accounting will prepare the appropriate financial forms and necessary backup documentation that accompany the final drawdown and closeout summary and obtain the signatures of the Task Manager and the Executive Director.

4. ~~Once the FAA Program Manager has approved the project closeout summary, The Operations Manager Finance and Administration Manager will shall~~ transmit the final grant drawdown to the appropriate Federal Aviation Administration office through iDelphi.
5. ~~The Operations Manager will transmit all closeout summary documents on applicable forms and submit and issue project completion report(s) and an agency certification report.~~

4.

HF. Close Out of State Grants

1. When all payments related to a funded project have been made for which the Authority seeks reimbursement, the Finance and Administration Manager Operations Manager will shall ensure the timely preparation and submittal of the final invoice summary to the Department of Transportation.
2. ~~The Deputy Director, or their designee, will shall~~ Operations Manager will transmit all close-out documents ~~on applicable forms~~ and submit ~~and issue~~ project completion reports in JACIP. ~~The (s) and an agency final project agency certification report.~~ certification shall be submitted in conjunction with the final invoice summary.

I. Determining Allowability of Costs

2. Allowability, allocability and reasonableness are defined and determined by the Office of Management and Budget ("OMB"), the sponsor's requirements and/or BRAA policy. Each financial transaction charged against an award will shall be evaluated against these three concepts.

1.

2. Allowability - Expenses charged to the grant award must meet the following allowability criteria:
 - a. The costs must be treated consistently through application of applicable generally accepted accounting principles appropriate to the circumstances.
The costs must conform to any limitations or exclusions set forth in the grant agreement or in Federal Cost Principles (2 CFR 200, Subpart E).
 - b.

3. Allocability - Once allowability criteria have been met, the cost shall be evaluated against the criterion of allocability. Determination shall be made to verify if the cost has been incurred solely to support or advance the work of a grant award. For a charge to be allocable, consideration shall be given to-:

a. Consistency

b. Sound allocation methodology

c. Appropriate documentation

—Reasonableness - The cost must be able to withstand public scrutiny, i.e. objective individuals not affiliated with BRAA would agree that the cost is appropriate on a grant award.

4.

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Section 13. Month End and Year End Close Outs

Description

Management requires accurate and timely financial reports in order to properly monitor the performance of the Authority and make informed operational and financial decisions. The month-end and year-end closing processes are essential in providing such information to management.

Policy

Month-end and year-end closings ~~should~~ shall be performed on a timely basis in order to expedite the timely preparation of required monthly financial reports to be submitted to management, and to expedite the annual audit process.

Procedures

A. Month End Procedures

- ~~1. The Accounting Coordinator reconciles the bank statements prior to performing the month-end closing.~~
- ~~2.1.~~ 2.1. The following reports ~~are~~ shall be generated on a monthly basis to facilitate the month- end and year-end closing:
 - a. Accounts payable subsidiary ledger
 - b. Accounts receivable subsidiary ledger
 - c. Trial balance
 - d. Budget variance report
- ~~3.2.~~ 3.2. All applicable monthly/year-end journal entries, including any accruals for revenue and expenses, ~~are~~ shall be prepared and entered into the accounting system.
- ~~3.~~ 3. Schedules for CD investments, pre-paid expenses, ~~sales tax~~ and other pertinent monthly transactions ~~are~~ shall be updated.
- ~~4. The Finance and Administration Manager shall reconcile the bank statements prior to performing the month end closing.~~
- ~~5. Each month, the Accounting Coordinator Finance and Administration Manager shall prepares an income statement with budget variances, and balance sheet budget variance report and balance sheet that is forwarded to the Deputy Director and Executive Director for review, and approval.~~
- ~~6. The budget to actual income statement and balance sheet are~~ shall be submitted to the Authority Board with explanations for significant variances between budget and actual amounts.

B. Year End Procedures

Complete all tasks as required on the audit checklist for the external auditors.

The following tasks include, but are not limited to:

- Reconcile all subsidiary balances and cash accounts
- Update necessary schedules including depreciation, investments, SEFA and grant related, fixed assets, FAA/FDOT receivables
- Prepare all accrual accounting entries for payroll, interest, etc.
- Review the trial balance and investigate and adjust any accounts that have discrepancies
- Review budget versus actual and prepare explanations for material variances
- Prepare cash and investment confirmations

The ~~Accounting Coordinator~~ Finance and Administration Manager ~~shall~~ then performs the closing out of all income and expense general ledger accounts for the fiscal year-end.

At the completion of the audit, the ~~Accounting Coordinator~~ Finance and Administration Manager ~~should~~ shall save the final trial balance and related underlying accounting data electronically and print out pertinent schedules and file in a final year-end book that ~~shall be~~ is retained in the accounting office.

C. Year-End Report/Audit

1. At fiscal year-end, a year end Audit report ~~should~~ shall be prepared summarizing the total income and expense activity for the year. A balance sheet ~~should~~ shall be prepared as of ~~September 30~~ September 30, and ~~should~~ shall be attached to the income and expense report. This report ~~will~~ shall be initially reviewed by the Executive Director, prior to distribution at the Board meeting.
- ~~2. Bids for an independent auditor to conduct this review will be initiated between July 1 and September 15. In accordance with the Authority Procurement Code, at least three proposals will be considered. The auditing process should begin on or about November 1. Auditor contract terms should be for three years with 2 one-year option periods at the discretion of the Authority.~~
- ~~3.~~ 2. The Data Collection Form and the reporting package ~~must~~ shall be submitted to the appropriate agencies when a Federal single audit is required within the earlier of 30 days after receipt of the auditors' reports or at least by nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Section 14. Tickler-Due Date File

Description

The Authority has many important deadlines and due dates surrounding contractual agreements, financial operations, and procurement documents.

Policy

In order to ensure deadlines for financial and procurement tasks are performed in a timely manner, the Authority ~~should~~shall maintain a tickler-due date file that details all pertinent tasks and due dates.

Procedures

A. Establishing the Tickler-Due Date File

The tickler-due date file ~~should~~shall be developed by the Accounting Coordinator~~Finance and Administration Manager~~ and be ~~provided to the Deputy Executive Director Business Administration during weekly meetings~~available to BRAA staff. The ~~tickler file will be made available to all employees upon their request~~due date file shall be maintained on the shared drive, and all employees shall have access to add/delete/edit and utilize the file.

The items that ~~should~~shall be listed in the accounting tickler-due date file include, but are not limited to:

- Tenant lease CPI adjustment due dates
- Tenant lease bonus rent due dates
- Monthly sales tax due dates
- All grant related deadlines and due dates including monthly, quarterly, and annual reporting
- Payroll and benefit due dates including payroll processing, 401A/457 plan payments, etc.
- Investment maturity dates
- Monthly financial reporting deadlines for Board packages
- Budget calendar including deadlines for completing the final budget
- Any other financial related items
- Each line item should include the name of the task, description, responsible party, due date, and date completed.

-
- ~~Items that should be considered for an overall office tickler file maintained by the Office Manager include, but are not limited to:~~
 - Procurement due dates including RFP's
 - Contractual expirations including legal, accounting, engineer, leases, etc.
 - Any other procurement or operational related items

B. Tickler-Due Date File Maintenance

1. ~~The Tickler-Due Date File should~~ shall be reviewed and updated by the ~~Accounting Coordinator~~ Finance and Administration Manager at least on a ~~bi-weekly~~ monthly basis. Any items that no longer apply to the Authority ~~should~~ shall be deleted from the file.
2. ~~The Deputy Executive Director Business Administration~~ Executive Director or designee ~~should~~ shall periodically review the ~~tickler-due date~~ file to ensure that due dates, expirations, and deadlines are being addressed by staff in an appropriate and timely manner.

DRAFT

Section 15. Procurement

Description

The purchasing cycle is the process for controlling the acquisition of goods and services through requesting, ordering, competitively pricing, evaluating alternatives, and receiving and paying for items needed.

Policy

Purchases ~~should~~shall be made in accordance with the Authority's procurement policy. See the Authority's Procurement Code for detailed policies on purchases of commodities, supplies, construction-related services and professional services. In addition, the invoices for goods and services received ~~should~~shall be properly recorded and adequately controlled through the appropriate reviews and approvals.

Procedures

A. Procurement Policy

The Authority has previously adopted the Boca Raton Airport Authority Procurement Code. Refer to all procurement related procedures in this document.

B. Discriminatory and Convicted Vendor Lists

1. In addition to the requirements found in the Procurement Code, an entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - a. Submit a bid on a contract to provide any goods or services to a public entity;
 - b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - c. Submit bids on leases of real property to a public entity;
 - d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - e. Transact business with any public entity.
2. In addition to the requirements found in the Procurement Code, a person or affiliate on the convicted vendor list for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - a. Submit a bid on a contract to provide any goods or services to a public entity;
 - b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

-
- c. Submit bids on leases of real property to a public entity;
 - d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and
 - e. Transact business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

Draft

Section 16. Human Resources

Description

The Human Resources function often includes a variety of activities, such as recruiting and training of employees, maintaining current job descriptions on all positions, maintaining employee manuals and employee personnel files, and ensuring compliance with established policies and procedures as well as federal and state regulations.

Policy

All human resource activity ~~should~~ shall be performed in accordance with the Boca Raton Airport Authority Employee Handbook.

Procedures

A. Employee Handbook

All human resource activity ~~should~~ shall be performed in accordance with the Boca Raton Airport Authority Employee Handbook.

Section 17. Governance

Description

Governance includes the oversight, responsibility, and management of the Boca Raton Airport Authority.

Policy

Governance activities, policies and descriptions ~~should~~shall be in compliance with the Boca Raton Airport Authority By-laws.

Procedures

A. Bylaws

The Authority has previously adopted the Boca Raton Airport Authority Bylaws. Refer to all governance related procedures in this document. Some of the important information found in the Bylaws include, but are not limited to, the composition and authority of Board members, Authority meeting procedures, and conflict of interest policy.

B. Whistle Blowers

In addition to the information contained in the Authority Bylaws, this section is to ensure that the Authority complies, at a minimum, with the following two mandates:

- **Whistleblower Act** – The Executive Director ~~will~~shall ensure compliance with the Sarbanes-Oxley Act (SOX), Section 1107 and Section 1513 of Title 18 USC that makes it illegal for the Authority to punish whistleblowers or retaliate against any Authority employee who reports suspected cases of fraud or abuse. Authority employees shall report all suspicions of fraud or abuse to the Executive Director. In the case of the suspicions regarding the Executive Director, staff shall inform the Authority legal counsel.
- **Falsification or Destruction of Written Documentations** – The Executive Director ~~will~~shall ensure compliance with the Sarbanes-Oxley Act (SOX), Section 1102 and Section 1512 of Title 18, USC that makes it a crime for any Authority employee to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation of the Authority.

Section 18. Records Management

Description

The State of Florida has established by law some of the most comprehensive open government laws in the country, laws that can impact virtually every aspect of local government operations. The open government laws include the Public Records Law (Chapter 119, Florida Statutes) and the "Sunshine Law" (Section 286.011, Florida Statutes). These laws are generally intended to provide public access to government records and meetings. In addition, there are State of Florida requirements for the retention of records for local government.

Policy

The Authority is committed to a comprehensive records management program to ensure that public records are created, maintained, and disposed of in the most economic and efficient manner, in accordance with Florida Statutes.

Procedures

A. Record Retention Policy

Proper records management ensures that information is available when and where it is needed. Every department ~~is~~ shall be responsible for maintaining their records in an organized and efficient manner. The records shall be assigned retention periods based upon the ***General Records Schedules GS-1SL for State and Local Government Agencies***.

If a record does not appear to be included in a general schedule, an individual record schedule must be obtained through the State Library. Unless federal or state laws and regulations regarding recordkeeping and records retention for specific items dictates a longer retention, the retention stated in the general schedules shall be adhered to.

1. The ~~Business and Marketing Coordinator~~ Business Manager shall remain current regarding department records retention and eligible destruction dates.
2. The ~~Business and Marketing Coordinator~~ Business Manager shall maintain a log of records in storage, and will coordinate destruction with the Authority departments. Any documents that are ready to be destroyed ~~should~~ shall be approved by the Executive Director, and be recorded in the log.

B. Public Records Requests

1. The ~~Business and Marketing Coordinator~~ Business Manager ~~is~~ shall be responsible for responding to all public records requests. Requests may be made for reproduction of public records in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes.

2. Requests for public records ~~will~~ shall be made through the ~~Business and Marketing Coordinator~~ Manager, and based upon Chapter 119.07, Florida Statutes, an

appropriate fee ~~will~~ shall be charged for duplication. In addition to the cost of duplication, any request requiring more than one hour of extensive clerical or supervisory assistance ~~will~~ shall include a labor charge, which ~~will~~ shall be based on actual cost incurred by the Authority.

2.3. ~~_____ The Business and Marketing Coordinator~~ Business Manager ~~will~~ shall handle routine requests by copying the requested records, or making them available for inspection within a reasonable time.— The ~~Business and Marketing Coordinator~~ Business Manager ~~will~~ shall notify the Executive Director of requests made by an attorney or that involve past, current or potential litigation.

3.4. ~~_____ Non-routine requests, which include but are not limited to those that involve interpretation of an exemption, will~~ shall be sent to Legal for an examination of the request. After examination, Legal ~~will~~ shall direct the ~~Business and Marketing Coordinator~~ Business Manager to copy, or make available for inspection, the requested documents, if no exemption applies and the documents are determined to be a public record.

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Section 19. Data Information Technology

Description

Authority staff relies on computerized systems to efficiently operate the administrative functions of the Authority.

Policy

The Authority is committed to ensuring all critical records and documents produced are appropriately saved/maintained, and administrative operations can continue in the event of a disaster.

Procedures

A. Computer Usage Information Technology Policy

1. The Special Projects and IT Operations Coordinator functions as the responsible staff member for information technology and management of the Authority computer network. This staff member ~~will~~shall ensure anti-virus and anti-spyware/adware software is current and running on all PCs on the network.
2. Each staff member ~~is~~shall be assigned a user name for the computer located in their workspace. Staff members choose a personal password which ~~will~~shall allow them access to the computer network. Employees shall keep their personal passwords confidential.
3. Personal use of Authority computer equipment ~~is~~shall not be allowed without prior authorization of the Executive Director.

B. Data Backup

The Authority utilizes a data backup vendor to back-up their servers on a nightly basis.

1. All employee files ~~should~~shall be maintained on the server, and not stored on individual hard drives to ensure that files are properly backed up.
2. On an ~~annual~~monthly basis, the data backup vendor ~~should~~shall be required to demonstrate that Authority files are properly being backed up and maintained off-site.

C. Disaster Recovery

1. The Executive Director ~~will~~shall ensure a temporary operational plan is in place to respond to an emergency.
2. In the event of man-made or natural disaster wherein the Authority administrative operations are disrupted, or anticipated to be disrupted for more than 72 hours, Authority staff ~~will~~shall resume their duties from their home. In addition, the **Special**

~~Projects and IT Coordinator~~Operations Coordinator ~~will shall~~ make two USB hard drive copies of the server files, and maintain these copies off-site during the disaster.

3. Upon notification of office inaccessibility, the Executive Director ~~will shall~~ immediately notify the Authority Board and all key service providers. Such notification ~~will shall~~ include, if known, the estimated length of the disruption.
4. The Executive Director shall be authorized to:
 - a. ~~A~~Arrange for leased or borrowed computer hardware and software compatible with Authority administrative documents;
 - a.
 - b. ~~A~~Arrange for temporary forwarding of Authority telephone service ~~to a location conducive to continuing Authority business~~ to work cellular phones;
 - b.
 - c. Ensure all Authority staff has necessary administrative documents, supplies and materials to continue the performance of their duties; and, if necessary and appropriate, begin the search for alternate suitable accommodations to relocate Authority administrative operations.

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Section 20. ID Badges

Summary Description

In accordance with Boca Raton Airport Authority (BRAA) policies, all airport workers (employees, tenants, contractors, etc.) must obtain and display an identification badge issued by the BRAA when working in the secure area of the Airport (the area enclosed by the perimeter fence, gates, walls, buildings and other structures). Badges must be on each individual's person and be presented for inspection upon request.

Issuance Policy

The Airside Operations Office is responsible for the issuance of Airport Identification Badges to individuals requesting access to the Airport.

Procedures

A. Fees

1. The following fee schedule has been established for the processing of Identification/Gate Card Applications and badge issuance.
 - a. New Badges — \$25
 - b. Replacement Badge — lost or damaged (1st Replacement) — \$25 *
 - c. Replacement Badge — lost or damaged (2nd Replacement) — \$50
 - d. Replacement Badge — lost or damaged (3rd Replacement) — \$100 and possible non renewal of ID badge at the discretion of the Operations Manager.
 - e. Failure to Return Fee — \$100 for each badge not returned to BRAA

**The damaged fee may be waived if the badge has deteriorated due to exposure from the sun/ elements.*

-
2. ~~Cash, Visa, Master Card, Discover, check, or money order made out to the Boca Raton Airport Authority are accepted.~~
 3. ~~Payment should be taken by the Security and Maintenance Coordinator upon acceptance of the Identification/Gate Card Application. Upon receipt of payment, the Security and Maintenance Coordinator should immediately issue a sales receipt, referencing Section 3 for proper procedure on acceptance of payment. Invoices may be issued on a monthly basis. Requests for invoices should be forwarded to the Accounting Coordinator prior to the end of the month.~~
 4. ~~At the close of the business day (if this is not possible then by the close of business the following day), the Security and Maintenance Coordinator should submit the collected funds to the Business and Marketing Coordinator. The Business and Marketing Coordinator shall sign the sales receipt as acknowledgement of acceptance of the funds, keep a copy for his/her files, and shall retain the monies in a locked safe until deposit is made. Credit Card payments should be processed as detailed in Section 3D.~~
 5. ~~Quarterly, the Security and Maintenance Coordinator should submit a report to the Business and Marketing Coordinator generated from the ID badging system showing all badges issued during the quarter along with a copy of the "Badge Number Issuance/Disposition Form". This report can be generated by utilizing the ID badge numbers since they are issued sequentially. Any gaps in the report (due to printing malfunctions or other issues) should be noted by the Security and Maintenance Coordinator on the "Badge Issuance/Disposition Form". The report, Badge Issuance/Disposition Form and subsidiary booklet should be reviewed by the Business and Marketing Coordinator to ensure that payment was collected and deposited on all badges issued by the Authority, then submitted the to the Deputy Executive Director Business Administration for final review.~~

~~Section 21.~~Section 20. **Credit Card Policy**

Description

The purpose of this policy and procedure is to control the use of credit cards within the Authority and to ensure sound governance of expenditures incurred on behalf of the Authority.

The Authority has two types of credit card accounts: (1) general procurement card and (2) fleet card. Neither the Procurement Cards nor the Fleet Card allow for cash access.

Policy

Issuance of procurement cards and fleet cards **shall** require the Executive Director's approval and are only for the official business of the Airport Authority.

Credit cards ~~must~~ shall be placed under strict control and be available for use in limited cases as set forth by this policy. Credit cards ~~are to~~ shall be used for the purchase of goods and services for instances when payment by check is not expedient, practical or desirable.

Procedures

A. Credit Card Issuance and Credit Limit

1. Procurement Cards

a. The Authority's Procurement Card Program has an overall credit limit of \$250,000. The Executive Director shall ~~authorizes~~ the issuance of procurement cards and ~~determines~~ the individual employee credit limits based on the operational needs of the Authority.

~~a.~~

b. Credit limits applied to each individual's procurement card shall be managed, and any changes authorized by the Executive Director.

~~b.~~

c. Employees ~~will~~ shall be required to complete procurement card training prior to being issued a credit card. Employees ~~must~~ shall sign a Purchasing Card Cardholder Agreement Form acknowledging the understanding of the procurement card policy as outlined here and within training materials. The Business Manager shall coordinate completion of the Cardholder Agreement Form upon issuance of a new card, and forward the form to the Finance and Administration Manager who shall keep the form in the employees' HR file.

2. Fleet Cards

a. The Authority's Fleet Card Program has an overall credit limit of \$2,100.

b. Fleet cards ~~are~~ shall be assigned to each vehicle. The Authority currently has two fleet vehicles. Fleet cards ~~can~~ shall be used for the purchase of fuel, services and fluids only.

~~b.~~

—The Executive Director shall ~~authorizes~~ the issuance of user identification ~~numbers~~ based on the operational needs of the Authority.

c.

3. Emergency Procurement Cards

a. Emergency procurement cards ~~will~~ shall be stored in the Authority safe and kept at a ~~zero-dollar~~ zero-dollar credit limit at all times that an emergency is not declared.

—In the case of a declared emergency, the Executive Director may authorize the activation of the emergency procurement cards. During that time period, Airport staff ~~will~~shall discontinue the use of general procurement cards and all purchases in relation to the restoration of the Airport ~~will~~shall be placed on the Emergency Procurement Cards, to the extent allowed in the Authority's Procurement PolicyCode.

b.

b.c. Only Airport Staff essential to the restoration of operations to the Airport ~~will~~shall be issued emergency procurement cards. The Executive Director ~~will~~shall establish credit limits based on the severity of the emergency.

—All normal processes regarding the management of receipts and approval of transactions as detailed in this section ~~will~~shall be followed.

e.d. At the time when Airport operations return to normal, and purchases related to the emergency have ceased, the emergency procurement cards ~~will~~shall be returned to the Authority safe and credit limits ~~will~~shall be restored to zero dollars.

B. Limitations

1. Credit cards shall only be used as follows:

—:

a. For the carrying out of Authority authorized business including reasonable travel, accommodation, and business expenses.

a.

b. For meeting the Authority's liabilities where it is efficient to do so. The Authority Procurement Policy shall not be circumvented. The established per transaction limit is \$5,000.

b.

e. No private expenditure shall be incurred. Credit cards ~~are~~shall not be authorized for personal use.

c.

- d. No expenditures shall be incurred on the credit cards for purchases relating to a state or federal grant.

C. Transaction Process – Procurement Card

~~6.1.~~ 6.1. In person, telephonic, and internet transactions shall be allowed on condition that a receipt and/or invoice ~~are is~~ received.

~~7.~~ The Authority staff member using the procurement card shall sign and date the receipt and/or invoice received, and shall provide written explanation of the business purpose of the expenditure.

2.

~~8.~~ All receipts and/or invoices ~~will shall~~ be placed in the ~~Business and Marketing Coordinator~~ Business Manager's inbox within 2 days of the purchase.

3.

~~9.4.~~ 9.4. If the Authority Staff member is unable to locate the receipt, steps ~~should shall~~ be taken to obtain a duplicate receipt from the vendor. ~~In the event that~~ If a duplicate receipt is ~~unnot~~ attainable, the staff member ~~will shall~~ complete a Missing Receipt Form, and forward it to their department manager for review and approval. The completed form ~~should shall~~ be submitted to the ~~Business and Marketing Coordinator~~ Business Manager in lieu of a receipt. Repeated loss of receipts may result in the revocation of the procurement card.

5. Procurement card transactions ~~shall will~~ be managed using the online procurement card platform, titled Works. The ~~Business and Marketing Coordinator~~ Business Manager, or their designee, shall match the receipts and/or invoices with each expenditure by electronically uploading the provided receipts into Works. Any expenditure without an associated receipt or invoice shall be investigated by the ~~Business and Marketing Coordinator~~ Business Manager.

~~10.6.~~ 10.6. ~~The Business and Marketing Coordinator~~ The Business Manager, will shall ensure that all fully documented receipts and/or invoices are entered into Works within 5 days of the statement being issued. ~~The~~ ~~The Business and Marketing Coordinator~~ Business Manager shall then electronically forwards the statement ~~transactions~~ and supporting documentation to the Deputy Director, or their ~~designee~~ designee ~~shall forward transactions to the Deputy Executive Director Business Administration for review and approval.~~

~~11.~~ Expenditures incurred on credit cards that are not supported by documentation and budgetary allocations may result in the expenditure having to be repaid to the Authority by the individual authorizing the transaction.

7.

~~12.~~ The Deputy Executive Director Business Administration will forward statements and supporting documentation to the Executive Director for review. All transactions and documentation will ~~shall~~ be electronically submitted to the Accounting Coordinator ~~Finance and Administration Manager~~, who is responsible for the allocation of expenditures and preparation of payment following the cash disbursement guidelines in Section 3.D.

8.

~~13.9.~~ For those purchases made on the procurement card with vendors that will ~~shall~~ exceed \$600 in annual expenditures, the Authority staff member shall request a W-94 and submit the documentation to the Accounting Coordinator ~~Finance and Administration Manager~~ in a timely manner.

D. Transaction Process – Fleet Card

1. The Authority staff member using the fleet card shall be required to input their unique user identification and odometer reading at the pump, prior to fueling.
2. The Authority staff member using the fleet card shall sign and date the receipt received and note the vehicle for which fuel was purchased.
3. All receipts will ~~shall~~ be placed in the Business and Marketing Coordinator ~~Business Manager~~ inbox within 2 days of the purchase.
4. If the Authority Staff member is unable to locate the receipt, steps should ~~shall~~ be taken to obtain a duplicate receipt from the vendor. In the event that a duplicate receipt is not attainable, the staff member will ~~shall~~ complete a Missing Receipt Form, and forward it to their department manager for review and approval. The completed form should ~~shall~~ be submitted to the Business and Marketing Coordinator ~~Business Manager~~ in lieu of a receipt. Repeated loss of receipts may result in the revocation of the procurement card.
5. Fleet card transactions shall ~~will~~ be managed using the online fleet card platform, WEX. The Business and Marketing Coordinator ~~Business Manager~~ shall match the receipts with each expenditure and indicate ~~note~~ any tax refunds received. Any expenditure without an associated receipt or invoice shall be investigated by the Business and Marketing Coordinator ~~Business Manager~~.
6. The Business and Marketing Coordinator ~~Business Manager~~ will ~~shall~~ einsure that all fully documented receipts match the statement issued. The Business and Marketing Coordinator ~~Business Manager~~ shall forward the statement with documentation to the Deputy Executive Director Business Administration ~~Deputy Director~~ for review and approval.
- ~~7.~~ Expenditures incurred on credit cards that are not supported by documentation and budgetary allocations may result in the expenditure having to be repaid to the Authority by the individual making the transaction.

7.

8. The ~~Deputy Executive Director Business Administration~~ Deputy Director ~~will~~ shall forward statements and supporting documentation to the Executive Director for review. All documentation ~~will~~ shall be submitted to the ~~Accounting Coordinator~~ Finance and Administration Manager, who is responsible for the preparation of payment following the cash disbursement guidelines in Section 3.D.
9. For those purchases made on the fleet card with vendors that will exceed \$600 in annual expenditures, the Authority staff member shall request a W-94 and submit the documentation to the ~~accounting coordinator~~ Finance and Administration Manager in a timely manner

E. Management of Credit Cards

All credit cards that are issued shall:

1. Be signed on the reverse side of the card upon receipt; outdated or cancelled cards shall be destroyed by cutting the card and returning it to the Executive Director.
2. Not be used for any other use than outlined in this policy.
3. Be the responsibility of each person issued with a card, including the security of the card.
4. If a card is lost or stolen, it shall be reported immediately to the relevant bank by the holder and cancelled. The loss shall also be reported to the Executive Director.
5. Not be permitted to be used by anyone outside of Authority staff.
6. Credit cards shall be returned immediately upon termination from employment, and shall be cancelled by the ~~Business and Marketing~~ Manager on the date of termination of employment.
- 6.

F. Breaches of this Policy and Procedure

1. Non-compliance with this policy and procedure ~~will~~ shall be investigated as potential breaches of the Authority's relevant Code of Conduct, ~~Authority~~ Procurement Policy Code, and this policy and procedure.



ACCOUNTING POLICY AND PROCEDURE MANUAL

Adopted November 17, 2010 – Resolution No. 11-56-10
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Section 1. **Introduction and Purpose and Use of the Manual**

This manual has been prepared to document the internal accounting procedures for the Boca Raton Airport Authority (“Authority”). Its purpose is to ensure that assets are safeguarded, that financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship.

All personnel with a role in the management of the Authority’s fiscal operations are expected to uphold the policies in this manual. It is the intention of the Authority that this policy and procedure manual serve as our commitment to proper, accurate financial management and reporting.

Section 2. **Chart of Accounts**

Description

The purpose of the Chart of Accounts is to provide meaningful management information to enable the Authority to analyze financial data both for internal and external reporting purposes.

Policy

The Authority shall maintain a detailed chart of accounts that accurately classifies all general ledger accounts to accurately reflect operations of the Authority in accordance with Section 218.33, Florida Statutes.

Procedures

1. The chart of accounts shall have separate revenue and expense cost centers assigned to each grant and/or funding source to facilitate account identification and to more readily locate the account in the general ledger and subsidiary journals.
2. Account(s) shall be assigned by the Finance and Administration Manager for every account in the general ledger including all assets, liabilities, income, and expenses.
3. The chart of accounts shall reflect the financial structure of the Authority and shall be detailed enough to avoid reclassifications.
4. The chart of accounts may be changed from time to time to add new accounts or discontinue out of date accounts as needed.

Section 3. **Cash**

Description

The establishment of internal controls over cash is necessary to mitigate the risk of mishandling of funds and to safeguard against loss. The cash cycle consists mainly of revenue collections, cash disbursements and the preparation of bank reconciliations.

The Authority's revenue collection process consists of the following:

- Rent Revenues – from Authority land and building tenants
- Fuel Flowage Fees – from Authority tenants
- Surcharges – from car rental companies, and non-aviation tenants
- Grant Revenues – received from FDOT and FAA
- Miscellaneous Income – public record request copies, monies from the sale of bid specs, badge fees, Customs & Border Protection Facility user fees, and permit fees
- Interest Income – interest derived from both investments of Authority funds and funds held as security deposit
- Reimbursable Expenses – reimbursement of pass through expenses including airport liability insurance, solid waste removal, and legal fees

Policy

Cash shall be properly safeguarded against physical loss or misuse through the appropriate reviews and approvals throughout all facets of the cash cycle, including revenue collections, cash disbursements and the preparation of bank reconciliations.

The Authority shall adopt an annual fee schedule for miscellaneous services, such as badge fees, permits fees, Customs and Border Protection user fees, etc.

Procedures

A. Cash Receipts – Cash

1. From time to time the Authority may receive payments in the form of cash for miscellaneous income.
2. For users of the Airport required to obtain a badge or a permit, a user fee shall be charged by the Authority, as established within the annual fee schedule adopted by the Authority.

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3. The Authority Staff member receiving the cash shall immediately create a cash sales receipt recording the date of receipt, payee, amount, reason for payment, and the receiving employee's name.
 4. The Authority staff member shall make 3 copies of the cash sales receipt. A copy shall be kept by the staff member for their records, a copy shall be provided to the payee, and a copy along with the cash shall be immediately given to the Business Manager.
 5. The Business Manager receives the cash sales receipt and verifies the receipt amount matches cash in hand. Immediately upon verification the Business Manager shall stamp "received", record the date, and initial the cash sales receipt. The Business Manager records the date of receipt, payee, amount, reason for payment, and date of bank deposit in the electronic deposit log. The Business Manager shall prepare a deposit slip and deposit the funds into the Authority operating account. The validated bank receipt shall be attached to the Business Manager's deposit slip book and filed.
 6. The Business Manager shall provide the Finance and Administration Manager with a copy of the electronic deposit log, deposit slips, and cash sales receipt immediately upon deposit. When the Finance and Administration Manager performs the cash reconciliation, they shall verify that the deposit slip matches the electronic deposit log.
 7. Cash not forwarded to the bank shall be placed in the deposit envelope and locked in the Authority safe. The Business Manager shall deposit funds in the bank upon receipt or, at a minimum, weekly.

B. Cash Receipts – Checks Received In Person or Mail

1. The Business Manager receives all incoming mail. All checks received by the Business Manager shall be recorded on a deposit slip, and be immediately stamped "for deposit only." The Business Manager shall then record of the date of receipt, payee, amount, reason for payment, and date of bank deposit in the electronic deposit log. In addition, the remittance advice shall be stamped with "date received" which shall also be dated and initialed by the Business Manager. After making copies of the check(s) and remittances(s), the Business Manager shall forward the checks and remittances to the Finance and Administration Manager.
2. The Finance and Administration Manager shall keep a copy of the check and original remittance in order to post the deposit. The Finance and Administration Manager shall maintain a file of account receivables. The original check shall be given back to the Business Manager.
3. The Business Manager shall prepare a deposit slip and deposit the funds into the Authority operating account. The validated bank receipt shall be attached to the Business Manager's deposit slip book and filed. The Business Manager shall provide the Finance and Administration Manager with a copy of the electronic deposit log and deposit slips immediately upon deposit. When the Finance and Administration Manager performs the cash reconciliation, they shall verify that the deposit slip matches the electronic deposit log.

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4. A deposit not forwarded to the bank shall be placed in the deposit envelope and be locked in the Authority safe. The Business Manager shall deposit funds in the bank upon receipt or, at minimum, weekly.

C. Cash Receipts – Incoming Electronic Funds Transfer

1. Electronic Funds Transfer (EFT) is a transfer of funds initiated via electronic means, including, but not limited to, wire transfers, automated clearing house (ACH), and e-checks.

2. Operating Account:

- a. Authority tenants may request to submit payments for rent, fuel flowage fees, rental car fees, etc. to the Authority via EFT into the operating account. The Finance and Administration Manager shall forward such requests to the Deputy Director for approval. Upon approval, the tenant shall commence submitting payments to the Authority via EFT on a regular basis. EFT's for payment shall only be accepted from Authority tenants who have continuing business with the Authority.
- b. The Finance and Administration Manager shall monitor incoming EFTs and maintain an appropriate record of the transactions. When the Finance and Administration Manager performs the cash reconciliation, they shall verify that EFT amounts match the amount due to the Authority. Any discrepancies shall be immediately investigated and resolved.
- c. The Deputy Director shall review and approve the operating account bank reconciliation monthly. The bank reconciliation shall include supporting documentation for all electronic transactions.

3. Grant Reimbursement Account:

- a. The Executive Director shall have the sole authority to request a wire transfer of funds. Florida Department of Transportation (FDOT) grant reimbursements and Federal Aviation Administration (FAA) grant drawdowns shall be received by wire transfer into the grant reimbursement account.
- b. Such requests shall be prepared by the Finance and Administration Manager and reviewed/approved by both the Executive Director and the Deputy Director and/or the Operations Manager. The Finance and Administration Manager shall submit the request through JACIP for FDOT reimbursements and iDelphi for FAA draw-downs.
- c. The Finance and Administration Manager shall monitor the transfer of funds and maintain an appropriate record of the transaction. Once funds have been properly expended, the Finance and Administration Manager shall transfer funds out of the grant reimbursement account into the operating account while maintaining a \$1,000 balance in the grant reimbursement account at all times.

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- d. The Finance and Administration Manager is authorized to initiate a transfer of up to \$500,000 at one time from the grant reimbursement account to the operating account. The bank transfers only allow for funds to flow between the operating and grant reimbursement accounts. Transfers shall be electronically submitted to the Deputy Director and subsequently the Executive Director for dual approval and release. The Finance and Administration Manager shall provide the original transfer request and other supporting documentation for all electronic transfers. The Deputy Director shall review and approve the grant reimbursement account reconciliation monthly. The bank reconciliation shall include supporting documentation for all electronic transactions.

D. Cash Receipts – Credit Card Payments

1. The Authority shall accept payments in the form of Credit Card for miscellaneous income items, such as public record request copies, monies from the sale of bid specs, badge fees, permit fees, CBP user fees, etc. Visa, MasterCard, Discover Credit Cards, and American Express shall be accepted. The fee structure for miscellaneous income shall be adopted by the Authority in an annual fee schedule.
2. In Person
 - a. The Executive Director shall designate the employees authorized to take credit card payments. Authorized employees shall receive individual login-in credentials for payment processing. All payment information shall be entered directly into the secure payment portal, and no written record of customer information or credit card numbers shall be kept. Employees shall be required to verify proper identification for the credit card holder.
 - b. Employees receiving payment shall process the payment via a secure electronic payment portal, and confirm an “approved” transaction status is received. Upon completion, a receipt shall be printed for the customer’s signature, and two copies of the signed receipt shall be made. One copy shall be provided to the customer and a second copy shall be kept by the employee for their records. The original receipt shall be forwarded to the Business Manager immediately.
 - c. By the fifth day of the following month, the Business Manager shall use the monthly merchant account statement to reconcile the statement to the receipts received. Any transactions without an associated receipt shall be investigated by the Business Manager.
 - d. Once the statement includes all fully documented receipts, the Business Manager shall forward it to the Deputy Director and Executive Director for review and approval as part of the normal mail procedures.
 - e. The approved statement and supporting documentation shall be forward to the Finance and Administration Manager, who shall confirm the payments have been posted to the operating account as part of the bank account reconciliation.

A journal entry shall be made for the miscellaneous income and the credit card processing fee.

3. CBP Payment Kiosk

- a. Customers arriving at the CBP Facility enter their information into one of two payment kiosks located in the CBP facility. Information collected includes, at a minimum: customer name, contact information, and tail/vessel number.
- b. The payment kiosk shall process the credit card payment and issue the customer a receipt.
- c. By the fifth day of the following month, the Business Manager shall use the monthly merchant account statement to reconcile the statement to the payments received per the kiosk report. In addition, the Business Manager shall obtain an operations report and reconcile all users of the CBP facility with monies paid through the payment kiosk. Any discrepancies shall be investigated, and if necessary, an invoice for services shall be sent to the user.

E. Cash Disbursements

1. All incoming mail shall be opened by the Business Manager. Invoices shall be stamped received and with a fillable box which states the general ledger account, approval, date paid, check number and check amount by the Business Manager. Then the invoice shall be delivered to an Airport Management Employee for their approval.
2. The Manager whose department is responsible for ordering the product or service shall check the validity of the invoice against proposals/bids, etc. and work accomplished/delivered and approve the invoice once satisfied that the vendor, amount charged, goods/services received and all other contractual terms were fulfilled. Adherence to the Procurement Code and Authority vendor insurance requirements shall be coordinated prior to engaging a new vendor. Staff members shall be responsible for ensuring new vendors submit a Vendor Registration Form and W-9 prior to their first invoice, in order to ensure proper payment and record keeping in the accounting system.
3. All approved invoices shall be forwarded to the Finance and Administration Manager who shall be responsible for the preparation of disbursements. All disbursements shall be made by check or Electronic Funds Transfer, unless the item is considered a petty cash item.
4. The Finance and Administration Manager shall enter all invoices into the purchase journal in order to record the invoice as an accounts payable in the accounting system. As much detail as possible shall be included in the appropriate fields in the accounting system including vendor name, vendor ID, amount, invoice number, invoice date, and any relevant information regarding the purchase.
5. At a minimum, cash disbursements shall be prepared on a bi-weekly basis by the Finance and Administration Manager for approval by authorized Authority

management and/or Board Members for expenses, debts and liabilities of the Authority.

F. Cash Disbursements - Checks

1. The Finance and Administration Manager shall print the checks from the accounting system. All unused check stock shall be kept in a locked file cabinet in the Finance and Administration Manager's office. Checks shall be maintained and printed in sequential order.
2. Checks shall be attached to the original invoice which shall include the account code to which the expense has been applied, and other supporting documentation, and shall be submitted for signatures. A check register shall be run and filed.
3. When the Executive Director signs each check, they shall double check the invoice against the check amount, and invoice information. The Executive Director may delegate the signing of checks to the Deputy Director in their absence, and in their absence, to the Operations Manager. This approval shall be to ensure that the expense is charged to the correct account and grant/project. The Executive Director, or their designee, or a single authorized member of the Airport Authority Board shall be authorized as the only required signatory for checks less than or equal to \$10,000. For checks greater than \$10,000 and less than or equal to \$20,000 the Executive Director, or their designee, shall be an authorized signatory with a required co-signature of a single authorized member of the Airport Authority Board. For checks greater than \$20,000, two authorized members of the Airport Authority Board shall be required as co-signatories. Authorized members shall be designated the Board in accordance with the Airport Authority Bylaws.
4. After the checks have been signed, they shall be forwarded to the Business Manager who shall cancel the invoice by stamping PAID on it in red ink, and mail the checks.
5. All checks shall be mailed as soon as this process is completed.
6. Supporting documentation shall be filed by the Finance and Administration Manager in appropriate alphabetical order vendor files. The miscellaneous vendor file shall not contain more than two invoices for a vendor. If more than two invoices exist, then a vendor file shall be created.
7. The Finance and Administration Manager shall utilize the vendor files to respond to any discrepancies which arise with vendors or other payees.
8. Monthly, the Finance and Administration Manager shall check the open accounts payable log to determine if there are any outstanding invoices which have not yet been paid. If so, the Finance and Administration Manager shall investigate the nonpayment of these invoices with the responsible staff member.

G. Cash Disbursements – Electronic Funds Transfer

1. Authority vendors may request in writing to receive payment for invoices via EFT. The Finance and Administration Manager shall forward such requests to the Deputy

Director for approval. Upon approval, the Finance and Administration Manager shall create an electronic payment template within the banking portal. The payment template shall be submitted to the Deputy Director for approval, and to the Executive Director for final approval. Upon approval, the Finance and Administration Manager shall commence submitting payments to the vendor via EFT on a regular basis. EFT's for payment shall only be made to Authority vendors who have continuing business with the Authority.

2. The Finance and Administration Manager shall enter EFT payments within the banking portal. Payments shall be electronically submitted to the Deputy Director and subsequently the Executive Director for dual approval and release. The Finance and Administration Manager shall provide the original invoice that includes the general ledger account code to which the expense shall be applied, and other supporting documentation for all electronic payments.
3. When the Deputy Director and Executive Director approve each payment, they shall double check the invoice against the EFT amount and invoice information. This approval shall be to ensure that the expense shall be charged to the correct account and grant/project. The Deputy Director and the Executive Director shall be authorized to approve EFTs, under dual approval, for payments less than or equal to \$10,000. Disbursements greater than \$10,000 shall not be permitted via EFT and shall follow check disbursement procedures.
4. The Finance and Administration Manager shall monitor outgoing EFTs pending approval. After the EFTs have been approved, a confirmation page shall be printed and attached to the invoice. The documentation shall be forwarded to the Business Manager who shall cancel the invoice by stamping PAID on it in red ink.
5. Supporting documentation shall be filed by the Finance and Administration Manager in appropriate alphabetical order vendor files. The miscellaneous vendor file shall not contain more than two invoices for a vendor. If more than two invoices exist, then a vendor file shall be created.
6. The Finance and Administration Manager shall utilize the vendor files to respond to any discrepancies which arise with vendors or other payees.
7. Monthly, the Finance and Administration Manager shall check the open accounts payable log to determine if there are any outstanding invoices which have not yet been paid. If so, the Finance and Administration Manager shall investigate the nonpayment of these invoices with the responsible staff member.

H. Cash Accounts and Reconciliations

1. Bank statements shall be received unopened by a member of the Authority Board. The Authority Board member shall review the bank statements and check copies for inconsistent check numbers, signatures, cash balances and payees and endorsements. This cursory review shall be conducted on a quarterly basis, at which time the Board Member shall initial and date each bank statement reviewed, including both the operating and grants reimbursement accounts.. The reviewed bank

statements shall then be forwarded to the Finance and Administration Manager, an individual without check signing rights, to address any concerns and to file appropriately.

2. The Finance and Administration Manager shall reconcile each account using an electronic bank statement. All accounts shall be reconciled no later than 15 days after month-end. In the event it shall not be possible to reconcile the bank statements in this period of time, the Executive Director shall be notified by a written memo from the Finance and Administration Manager.
3. When reconciling the bank accounts, the following items shall be included in the procedures:
 - a. A comparison of dates and amounts of daily deposits as shown on the bank statements with the deposit book.
 - b. A comparison of inter-organization bank transfers to be certain that both sides of the transactions have been recorded on the books.
 - c. An investigation of items rejected by the bank, i.e., returned checks or deposits.
 - d. A comparison of both incoming and outgoing electronic funds transfer dates received with dates sent.
 - e. A comparison of the dates and amounts of credit card payments received to the merchant account statement.
 - f. A comparison of canceled checks with the check register as to check number, payee and amount.
 - g. An accounting for the sequence of checks both from month to month and within a month.
 - h. An examination of canceled checks for authorized signatures, irregular endorsements, and alterations.
 - i. A review and proper mutilation of voided check(s).
 - j. Investigate checks which have been outstanding for more than six months. If needed, follow the procedures under Florida Statute Section 717 for Unclaimed Property.
4. The completed bank reconciliations for both the operating and grants reimbursement accounts shall be reviewed by the Deputy Director and initialed and dated for approval.
5. The Finance and Administration Manager shall provide the Deputy Director with all general journal entries that affect cash, including supporting documentation, for approval prior to posting.

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6. Copies of the completed bank reconciliations shall be filed in the accounting office and made available for review by the Executive Director and auditors.

I. Badge/ Permit Revenue Reconciliation

1. For users of the Airport required to obtain a Badge or a Permit, a user fee shall be charged by the Authority, as established within the annual fee schedule approved by the Authority.
2. Payment shall be taken by an Operations staff member upon acceptance of the Badge or Permit Application. Payment shall be made in the form of cash, check or credit card. All payments received shall be processed in accordance with Section 3 - Cash. Invoices shall be issued monthly to Airport tenants, and requests for invoices shall be forwarded to the Finance and Administration Manager prior to the end of the month.
3. The Operations staff member shall maintain a copy of all payments processed for their files.
4. Quarterly, the Operations Coordinator shall submit two reports to the Business Manager generated from the ID badging system. The first showing all badges issued during the quarter along with a copy of the badge log, and the second showing all permits issued during the quarter along with a copy of the permit log. These reports shall be generated by utilizing the badge/ permit numbers, since they are issued sequentially. Any gaps in the report, due to printing malfunctions or other issues, shall be noted by the Operations Coordinator on the badge or permit log. The reports, badge log, permit log, electronic deposit log, and merchant account statement shall be reconciled by the Business Manager to ensure that payment was collected and deposited on all badges and permits issued by the Authority. The Business Manager shall generate a badge/ permit revenue audit report, which shall reviewed by the Operations Coordinator and submitted to the Deputy Director for final review and approval.

J. Petty Cash Fund

1. The petty cash fund shall never exceed \$200.
2. The Business Manager shall be the custodian of the petty cash fund, however the Operations Manager shall also have the ability to access the fund in their absence. This is due to the petty cash fund acting as a means to provide change for cash paying customers obtaining badges, etc.
3. A single disbursement from petty cash shall never exceed \$50.
4. The recipient of the petty cash funds shall sign the petty cash booklet to indicate receipt of the funds, and provide a receipt for evidence of the business purchase. A reimbursement for a purchase made by the Business Manager and/or Operations Manager shall be completed in the presence of the Finance and Administration Manager and both parties shall sign the petty cash booklet. All paid information shall remain in the locked petty cash tray until it is time to replenish the fund.

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5. When a request to replenish the petty cash fund is made to the Finance and Administration Manager, all petty cash reimbursements shall be listed by the Business Manager on the Petty Cash Audit Form, with the amount and a description of each reimbursement. Each petty cash reimbursement shall also have a receipt that the Business Manager shall attach to the Petty Cash Audit Form. When the Finance and Administration Manager receives the Petty Cash Audit Form, the check request shall indicate the total amount needed to bring the fund back up to \$200. The Finance and Administration Manager shall assign the expense accounts to be charged based upon the description of the items purchased.
 6. The petty cash tray shall be locked at all times in a safe when it is not disbursing or replenishing the fund.
 7. At least once annually, there shall be a surprise review of the petty cash fund by the Finance and Administration Manager. When this is done, they shall count, while the Business Manager is in attendance, the total monies on hand and the total amount of receipts in the petty cash tray. The two amounts shall equal exactly \$200. Any discrepancies shall be discussed and resolved immediately.
 8. It is a policy of the Authority not to cash checks of any kind through the petty cash fund.
 9. The Authority postage meter and Federal Express service shall not to be used for personal mailings under any circumstances.

Section 4. **Investments**

Description

The establishment of internal controls over investments is necessary to safeguard against physical loss or misuse.

Policy

Funds not presently needed for operations or capital projects shall be properly invested and safeguarded against physical loss or misuse, which might arise from fraud, employee error and/or misrepresentation, by third parties, or imprudent actions by employees. Investment of the Authority's surplus funds is governed by Section 218.415(17), Florida Statutes.

Procedures

A. Investment Types

1. The Authority adheres to Florida Statute Section 218.415(17), which limits the types of investments that the Authority shall invest in.
2. Florida Statute Section 218.415(17) allows the following investment types:
 - a. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute Section 163.01.
 - b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
 - c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statute Section 280.02.
 - d. Direct obligations of the United States Treasury.

B. Investing Idle Funds

1. On a monthly basis in conjunction with the preparation of the monthly financials, the Finance and Administration Manager shall review surplus cash balances in the operating account and discuss the balances with the Deputy Director and the Executive Director.
2. Once the Executive Director and Finance and Administration Manager determine that surplus funds shall be invested, the Finance and Administration Manager shall contact at least three financial institutions that are Qualified Public Depositories as defined in Florida Statute Section 280.02, and request quotes based upon appropriate maturity dates.

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3. At least three written quotes for investments shall be obtained by the Finance and Administration Manager, who shall review the options and make a recommendation to the Executive Director.
 4. All written quotes obtained from the financial institutions along with the recommendation shall be forwarded to the Executive Director for their approval.
 5. The Finance and Administration Manager and Executive Director shall follow the objectives of governmental investing when considering the investment options, in the appropriate order, which are as follows:
 - a. Safety - The primary objective of the Authority's investment activities shall be the protection of investment capital.
 - b. Liquidity - The Authority's investment strategy shall provide sufficient liquidity such that cash flow requirements are met through the utilization of investments with structured maturities.
 - c. Investment Income - The Authority shall strive to maximize the return on the portfolio while minimizing investment risk.
 6. Upon accepting an investment recommendation, the Finance and Administration Manager shall submit the appropriate forms to the selected financial institution for the purchase of the investment(s).

C. Prudence and Ethical Standards

1. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment period.
2. Individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.
3. Individuals involved in the investment process shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio and they shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Authority.

D. Accounting, Monitoring, and Reporting of Investments

1. As part of the month-end closing procedures, the Finance and Administration Manager shall update the investment schedule showing an estimate of the interest earned and account balances. Then, the Finance and Administration Manager shall prepare

applicable journal entries for any purchases of investments, sales of investments, interest earned, and realized or unrealized gains/losses.

2. The reconciliations and journal entries shall be prepared by the Finance and Administration Manager and forwarded to the Deputy Director for review and approval prior to posting, as evidenced by the Deputy Director's initials.
3. Investment Performance and Reporting – An Investment Report shall be provided to the Board annually. The report shall include a breakdown of the portfolio by class or type, financial institution, book value, income earned, and market value as of the report date.

Section 5. Capital Assets

Description

A significant amount of the Authority's assets are capital assets that are acquired through grant funds and Authority funds, including: land, buildings, leasehold improvements; furniture and fixtures, and equipment. The establishment of internal controls over the capital assets process is necessary to ensure that additions, deletions and depreciation are properly recorded, and that all capital assets are safeguarded against physical loss or misuse.

Policy

Capital assets shall be properly recorded and safeguarded against physical loss or misuse through the appropriate monitoring, reviews and approvals. The Authority follows OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) for equipment acquired under Federal awards received directly from a Federal awarding agency. Uniform guidance requires that equipment be used in the program for which it was acquired or, when appropriate, other federal programs. The Authority's capitalization threshold is \$5,000.

Estimated useful lives are as follows:

<u>Capital Assets (in years)</u>	<u>Estimated Life</u>
Buildings	20 years
Leasehold Improvements	5-20 years
Equipment	5-20 years
Infrastructure	20 years

Procedures

A. Record Keeping

1. A permanent property log or database shall be maintained by the Finance and Administration Manager for all fixed assets purchased by the Authority, and within the capitalization thresholds noted above.

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2. The log shall contain the following information:
 - a. source
 - b. description of item purchased (including serial number or other identification number)
 - c. title holder
 - d. acquisition date
 - e. acquisition cost
 - f. percentage of Federal participation in the cost, if applicable
 - g. location
 - h. depreciation period
 - i. condition
 - j. any disposal data including date of disposal or sales price
 - k. inventory tag number (all fixed assets should be tagged with a unique identifying number)
 3. When a capital asset is purchased by the Authority, the Business Manager shall tag the asset within ten days of receipt. All pertinent information regarding the asset shall be maintained on the property log (see #2 above) and the inventory list (see #4 below).
 4. An inventory list shall be maintained by the Business Manager. The inventory list shall contain all assets purchased by the Authority, including those items that fall under the capitalization threshold but warrant inventory tracking. Such items shall include, but shall not be limited to, computers and computer equipment, furniture, vehicle parts, etc.
 5. When items are purchased through grant funds, the Finance and Administration Manager shall notify the Business Manager to add to the Inventory List.

B. Inventory

1. At least once every two years, a physical inspection and inventory shall be taken by the Business Manager with the assistance of an Operations Coordinator, of all Authority fixed assets and reconciled to the general ledger balances. Adjustments for dispositions shall be made.
2. The Finance and Administration Manager shall be informed, in writing, via an interoffice memorandum of any material changes in the status of property and equipment. This shall include changes in location, sale of, scrapping of and/or

obsolescence of items and any purchase or sale of real estate. The property log and inventory lists shall be updated accordingly.

C. Disposal of Equipment

1. Fixed assets become available for disposal for various reasons, i.e. unserviceable, obsolete, uneconomical to repair, replaced and/or excess to Authority needs. The Executive Director shall be authorized to sell, trade or otherwise dispose of surplus property belonging to the Authority.
2. When equipment that was originally funded with Federal grant monies with a current per unit fair market value of \$5,000 or more is no longer needed for a Federal program, it may be retained or sold with the Federal agency having a right to a proportionate (percent of Federal participation in the cost of the original project) amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

Section 6. Tenant Leases

Description

The Authority is responsible for leasing Airport land according to Local, State, and Federal law including, but not limited to, the guidelines and grant assurances of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), County and City Ordinances, and Resolutions adopted by the Board.

Policy

In accordance with the enabling legislation of the State of Florida, chapter 2004-468, the Authority has the right to lease the airport or any portion of the airport, including the buildings and hangars thereon, and to grant concessions upon such terms and conditions as it shall deem proper.

Procedures

A. Lease Agreements

The Authority currently has a lessor relationship with several tenants on airport property. All rental agreements include a CPI adjustment to the base rent. The Business Manager shall be responsible for maintaining copies of the original lease and any amendments adopted after the initial lease inception. All pertinent dates for rent increases shall be maintained on the CPI schedule. The tenant leases shall be maintained separately from the accounts receivable files, in order to keep the leases in the Airport Authority office over multiple years.

B. CPI Adjustments

1. Currently, the Authority has the following CPI rent adjustments:
 - a. Boca Aircraft Owners – annual rent adjustment is July 1
 - b. Boca Aircraft Owners Hangar No. 6 – rent adjustment is every 5 years
 - c. Atlantic Aviation - annual rent adjustment is June 1
 - d. Atlantic Aviation T-Hangar – annual rent adjustment is July 1
 - e. Atlantic Aviation Hangar No. 8 & 9 – rent adjustment is every 5 years
 - f. Apex Parks Group– annual rent adjustment is June 1
 - g. Cinemark – annual rent adjustment March 1
 - h. Premier Aviation – rent adjustment is every 3 years
 - i. City Furniture – annual rent adjustment is December 1

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2. The Finance and Administration Manager shall consult the lease and prior year rent calculation when calculating annual rent adjustments. Because the CPI is generally not published for several days past the month end, this calculation shall be performed as soon as possible to the new lease term, and not past 45 days after the CPI rate is available.
 3. The new base rent along with any “catch-up” rent shall be detailed in a rent letter, reviewed by the Deputy Director, signed by the Finance and Administration Manager and delivered to the tenant.
 4. Rent shall be due by the 1st of each month, and shall be considered late by the 10th of each month. Penalties and due dates vary by lease agreement. The Finance and Administration Manager shall review each lease agreement for applicable due dates and penalties.

C. Bonus Rent

1. Bonus rent is an additional rent provision in two of the Authority’s tenant leases. Currently, bonus rent shall be received on the following:
 - a. Atlantic Aviation – Hangars 8 lease year is January 1 – December 31
 - b. Atlantic Aviation – Hangars 9 lease year is February 1 – January 31
 - c. Boca Aircraft Owners – Hangar 6 lease year is July 1 – June 30
2. The tenant is required to submit to the Authority within 30 days after the close of each lease year a written statement certified by the Board of Directors of Lessee or an audit report conducted by an independent auditor setting forth the gross revenues during the preceding Lease Year and detailing the amount of bonus rent to be paid by the Lessee. The Finance and Administration Manager shall review the calculations received for accuracy. The Finance and Administration Manager shall notify the Deputy Director if lessee fails to provide the bonus rent calculation.

Section 7. Payroll and Benefits

Description

The establishment of internal controls over payroll is necessary to prevent incorrect, inaccurate, improper, and/or fraudulent payments. The payroll cycle includes a broad range of activities. Activities include approving employee salaries and wage rates, approving and monitoring leave, benefits administration, tax monitoring, and payment of wages.

Policy

The Deputy Director shall maintain continuous communication with the Accounting Department, as well as maintain the appropriate reviews and approvals throughout the entire payroll / human resources cycle, in order to ensure the accuracy of payroll payments made.

See the Authority's Employee Handbook for more detailed policies on pay, benefits, and leave.

Procedures

A. Personnel Files

1. The Finance and Administration Manager shall be charged with the responsibility of maintaining personnel files on employees.
2. Each personnel file shall contain the following information, at a minimum:
 - a. Employment application or resume
 - b. A record of background investigation
 - c. Date of employment
 - d. Position, pay rates and changes therein
 - e. Authorization of payroll deductions (Payroll Deduction Form)
 - f. Earnings records for non-active employees
 - g. W-4 Form, withholding authorization
 - h. I-9 Immigration Form
 - i. Termination data, when applicable
3. All personnel records shall be stored in a locking file cabinet in the Finance and Administration Manager's office. Access to these files other than by the Deputy Director, Executive Director or the auditor shall be requested in writing to the Executive Director.

B. Changes in Payroll Data

1. All changes to employee payroll data (e.g., salary increases, contribution changes to 401A/457 Plan, other payroll deductions etc.) shall be reported on a payroll deduction form, signed by the employee and the Executive Director.
2. Payroll deduction forms shall be submitted to the Finance and Administration Manager for input into the payroll system. The only employee authorized to make changes to employee data shall be the Finance and Administration Manager or their designee.
3. Once the payroll change has been communicated to the payroll service, the signed payroll deduction form shall be added to the employee's personnel file.

C. Vacation and Sick Time

1. The Business Manager shall track each employee's vacation and sick time earned and taken via a Leave Time Log.
2. All vacation and sick time used shall be reported by the employee on their timesheet for the respective time period.

D. Timesheets and Payroll Funds Transfer

1. Timesheets shall be prepared by all employees. Exempt employees shall maintain an exception based monthly timesheet, while non-exempt employees shall maintain an hours-worked biweekly timesheet. Non-exempt employees' time shall be input daily and signed in ink. Timesheets shall identify the employee name, the time period, the hours worked, any leave taken, total hours, the employee's signature, the employee manager's signature, and the signature of the Executive Director.
2. All timesheets shall be submitted to the Business Manager. The Business Manager shall forward the timesheets to the employee's manager and the Executive Director for approval. The Business Manager shall reconcile any leave recorded on the timesheet to the employee's leave time log to ensure proper recordkeeping. The Business Manager shall maintain a timekeeping file with all approved timesheets, and forward a copy of timesheets for non-exempt employees to the Finance and Administration Manager for payroll processing.
3. The Finance and Administration Manager shall process the time and report the information to the payroll service. The information reported shall include:
 - a. hours worked
 - b. changes in pay rates or employment status
4. Once the hours worked have been reported to the payroll service, which shall currently be performed on every other Tuesday prior to the Thursday pay date, the payroll service shall automatically calculate the salary, withholdings, taxes, etc. based on the current employee payroll data.

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5. The Finance and Administration Manager shall review the online payroll reports, and check for any inconsistencies or problems with the time submitted. Once the payroll is deemed appropriate, the Finance and Administration Manager shall submit payroll. The Finance and Administration Manager shall print out applicable reports including the earnings and deduction register, direct deposit detail, department summary, cash requirement, and payroll journal.
 6. The Finance and Administration Manager shall give the payroll journal generated from the payroll service to the Deputy Director for their approval for every pay period in order to ensure that the payroll amounts are appropriate and properly recorded. The Deputy Director shall initial the payroll journal to signify approval. This approved payroll journal shall be maintained in the accounting office. The Deputy Director shall maintain a record of approved salaries, earnings and deductions and compare the record to the Payroll Journal to ensure the accuracy of the payroll disbursements.

E. Distribution of Payroll

Pay stubs shall be available to employees online through an employee portal in the payroll system. Every employee shall be required to utilize direct deposit.

F. Recording Year-End Payroll Liabilities

1. At year-end, an accrued liability for vacation and sick leave shall be calculated by the Finance and Administration Manager, in accordance with the Authority's policy (see Authority's Employee Handbook for policy on accruing vacation and sick time). The entry shall be posted and reviewed by the Authority auditors.
2. At year-end, an accrued payroll liability shall be calculated by the Finance and Administration Manager based upon the amount of days that belong to the fiscal year. The entry shall be posted and reviewed by the Authority auditors.

G. Payroll Taxes

The payroll service shall be required to file quarterly 941 and the UCT-6 statements. The Finance and Administration Manager shall review copies of all tax reports filed by the payroll service on behalf of the Authority, to ensure proper amounts were reported and payments were promptly remitted to taxing authorities.

H. Retirement Fund Contribution Reconciliation

1. On a quarterly basis, the Finance and Administration Manager shall reconcile the retirement fund contributions for both the 401a and 457 plans made through employee payroll deductions and Authority employer contributions to the quarterly contribution reports received by the retirement account provider (currently ICMA). The reconciliation shall add all employee contributions per payroll records and employer contributions for the quarter then ended, and then compare this amount to the retirement account provider reports. Any discrepancies shall be immediately investigated.

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2. The completed reconciliation along with supporting documentation shall be reviewed and approved by the Deputy Director within 25 days after each quarter end.

Section 8. Sales Tax

Description

Sales tax shall be collected from the tenants of the Boca Raton Airport Authority on certain lease agreements, fuel flowage, and rental car surcharges.

Policy

It is the policy of the Authority to timely collect and remit sales tax to the State of Florida on applicable taxable revenue sources.

Procedures:

A. Sales Tax Collection

1. Sales tax shall be collected from tenants of the Authority on tenant leases, fuel flowage, and rental car surcharges. Currently, the Authority does not collect sales tax from Boca Aircraft Owners, as the Authority has been provided with documentation from this tenant that they are remitting the sales tax on behalf of their sub-lease agreements.
2. Sales tax shall be collected from tenants on a monthly basis.

B. Recording Sales Tax Liability

1. On a monthly basis, the Finance and Administration Manager shall create a sales tax payable in the accounting system for all sales tax sources to be collected during the month.
2. Once revenue and sales tax is collected from the Authority tenants, the Finance and Administration Manager inputs the sales tax into a spreadsheet that details the sales tax due to the State of Florida broken into straight and discretionary sales tax. This breakdown shall assist the Finance and Administration Manager with the input of information into the State of Florida website.

C. Remittance of Sales Tax

1. Sales tax shall be remitted to the State of Florida on a monthly basis through the Florida Department of Revenue website. All efforts shall be made to remit sales tax prior to the due date in order to take advantage of the on-time discount. The sales tax due dates shall be obtained by visiting the Florida Department of Revenue website.
2. On the Florida Department of Revenue on-line form, sales shall be broken out into gross sales and exempt sales. The monthly tenant revenue collected from Boca Aircraft Owners in which the Authority does not collect sales tax (see A.1. above) shall be reported as exempt sales.

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3. Once sales tax is remitted, an accounting entry shall be recorded to show the reduction of the sales tax liability, sales tax discount (if remitted on-time) and the reduction of cash.
 4. All sales tax reports filed on-line with the Florida Department of Revenue shall be printed, and placed in a sales tax file in the accounting office.

Section 9. Reserves

Description

The Authority believes that sound financial management principles require that sufficient funds be retained by the Authority to provide a stable financial base at all times. To retain this stable financial base, the Authority needs to maintain an unrestricted net position balance sufficient to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature.

Policy

The purpose of this policy is to specify the size and composition of the Authority's financial reserves and to identify certain requirements for replenishing any balance of reserves utilized.

Procedures

A. Unrestricted Net Position Balance

The unrestricted net position balance shall be no less than 75% of budgeted operating expenses including depreciation.

B. Monitoring and Reporting

The Finance and Administration Manager and Executive Director shall annually prepare a report documenting the status of the unrestricted net position balance with this policy and present to the Board in conjunction with the development of the annual Investment Report.

C. Replenishment of the Unrestricted Net Position Balance

If, at the end of any fiscal year, the actual amount of unrestricted net position falls below the recommended levels set forth herein, the Executive Director shall prepare and submit a plan for expenditure or expense reductions and/or revenue increases to the Authority Board. As a part of the annual budget review, the Authority Board shall review and amend the plan submitted by the Executive Director to restore this balance to the target level within 24 months. If restoration of the unrestricted net position balance cannot be accomplished within such period without severe hardship to the Authority, then the Board shall establish a different time period.

Section 10. Budget

Description

Budgeting is the process of taking past and current information and using that information to make informed assumptions about future objectives and goals. It is a dynamic and ongoing process to prepare a financial road map for the coming fiscal year.

Budgets shall be prepared for Operations, Maintenance and Administrative expenses and Capital expenditures through the Executive Director's office. On an annual basis, a Five-Year Capital Improvement Plan shall be developed which contains the Authority's anticipated planning, design, construction and renewal & replacement projects.

Policy

The Authority shall adopt an annual budget that is realistic and attainable in order to properly carry out its financial responsibilities. In addition, the Authority shall continuously monitor its compliance with the annual budget and take appropriate actions to remedy any discrepancies.

Procedures

A. Preparation of Budget Estimates

1. The Finance and Administration Manager, as designated by the Executive Director, shall be responsible for the development of the revenue budget. In developing the revenue budget, they shall meet with Authority staff in determining any new/updated/deleted revenue sources for the upcoming budget year. The Finance and Administration Manager shall utilize current year actual data and incorporate changes to existing tenant arrangements (i.e. CPI increases, fuel flowage estimates)
2. The Finance and Administration Manager shall develop budget expense estimates for the operating, maintenance, and administration of the airport. In developing these expense line items, they shall annualize current year expenditures to determine approximate annual operating expenditures. The Finance and Administration Manager shall incorporate operating impacts from new capital projects, changes in maintenance/operations, future expansion/reductions, and any other factors that may affect upcoming expenses.
3. The Finance and Administration Manager and Executive Director shall develop the capital outlay budget based upon requests received from department managers.
4. The Executive Director and/or Deputy Director in cooperation with the Engineer of Record shall prepare the Five-Year Capital Improvement Plan taking into consideration a plan of finance for all projects.

B. Budget Estimate Review and Approval (listed in order of event)

1. Budget Preparation – The Finance and Administration Manager shall create, edit, and evaluate cost estimates and prepare comparative summaries, with comments and recommendations for review by the Executive Director.
2. Revenue forecasts shall be conducted based on the actual year-to-date revenue data and estimated growth/reduction rates. The Finance and Administration Manager shall prepare a draft of the revenue projections, and revise the revenue budget as directed by the Executive Director.
3. The Executive Director shall review the budget estimates, budget schedules, and supporting justification for approval and establish estimate revisions resulting from such review. The Executive Director shall schedule departmental budget review meetings as required.
4. Budget review meetings shall be held to discuss any budget requests, and the draft operating and capital outlay budgets.
5. The Finance and Administration Manager shall incorporate revisions into the proposed budget, and review with the Executive Director. Once the budget revisions have been incorporated, the Finance and Administration Manager shall prepare the final budget numbers for the Executive Director. The Executive Director shall finalize a Budget Report for distribution to the Authority Board.

C. Budget Adoption

1. In accordance with Florida Statute Section 166.241, 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.
2. 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.
3. 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.
4. Once the Board adopts the budget, the Executive Director shall have discretion to expend budgeted funds to the extent of the total amount budgeted.

Section 11. Capital Improvement Plan

Description

The Authority shall maintain a Five-Year Capital Improvement Plan, whereby a majority of funding for projects comes from federal and state grant funding sources. Section 5(5) of the Boca Raton Airport Authority Enabling Legislation allows the Authority to accept state and federal grants.

Policy

To ensure maximum funding for the Authority utilizing federal and state grants, the Authority Board authorizes the Executive Director to pursue these funding sources to the maximum extent possible and sign grant applications and acceptance documents. The purpose of this policy is to establish procedures regarding federal and state grant applications associated with capital improvement plan project development.

Procedures

A. Federal Grant Applications

1. The Executive Director and/or the Deputy Director shall be responsible for ensuring each project eligible for federal funding is input, described, prioritized, categorized, and listed in the Joint Automated Capital Improvement Program (JACIP) database.
2. The Executive Director and/or Deputy Director shall prepare federal grant applications in accordance with the Federal Aviation Administration's (FAA) annual schedule.
3. The Executive Director and/or Deputy Director shall coordinate with the Disadvantaged Business Enterprise (DBE) Consultant for development of the DBE data reporting form that is included with federal grant applications.
4. The Executive Director and/or Deputy Director shall prepare, with the assistance of the Engineer of Record, the pre-applications/applications and applicable documentation, and send it to the appropriate FAA office.
5. The Executive Director and/or Deputy Director shall be responsible for coordinating with the FAA to ensure timely receipt of the grant offer for project funding.

B. State Grant Applications

1. The Executive Director and/or Deputy Director shall be responsible for coordinating with the Florida Department of Transportation (FDOT) to develop project funding and to ensure the project is listed on FDOT's annual five-year funding plan which shall be obtained from information input into the JACIP database.
2. The Executive Director and/or Deputy Director shall communicate with FDOT to ensure timely receipt of joint participation agreements and supplemental joint participation agreements for project funding.

Section 12. **Grants**

Description

Section 5(5) of the Boca Raton Airport Authority Enabling Legislation allows the Authority to accept state and federal grants.

Policy

The Authority staff shall be responsible for maintaining adequate records to ensure compliance with federal and state accounting and reporting requirements for all grants obtained from Federal and State agencies.

Procedures

A. Grant Execution

1. When a new grant is received, or renewed, a paper copy of the executed grant shall be maintained in the task files, and an electronic copy shall be maintained in a shared drive folder.
2. It shall be the responsibility of the Executive Director and/or Deputy Director to review the grant contract and extract any fiscal items which must be complied with by the Authority. Typically, for federal government grants, reference will be made to various publications put out by the Office of Management and Budget (OMB), Federal Aviation Administration, Department of Transportation and the Comptroller General's Office to which the Authority shall be responsible for adhering. In addition, for State grants, publications are available from the Florida Department of Transportation, Florida Statutes, and the State of Florida Chief Financial Officer.

Currently, some publications include:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance 2 CFR 200)

Department of Financial Services – Reference Guide for State Expenditures

3. It is a policy of the Authority to adhere to any restrictions imposed by its funders. Therefore, Authority employees shall be expected to bring to the attention of management or the Board, any instances of non-compliance.

B. Invoice Processing

1. Invoices for grant related projects shall be approved by the Executive Director and/or Deputy Director. If the invoices relate to the prime contractor, then the invoices shall be attached to the "Application and Recommendation for Payment Form." The payment form shall be completed by the contractor, approved by the construction manager and the DBE consultant, and forwarded to the Business Manager for proper invoice processing. The Executive Director and/or Deputy Director shall review the construction pay applications to ensure that the percentage of completion, invoice

amount, and charges for services are appropriate. If there are errors or inconsistencies, the Deputy Director or their designee shall contact the contractor to obtain a revised invoice. Once the invoice package is approved by the Executive Director and/or Deputy Director, it shall be forwarded to the Finance and Administration.

2. The Finance and Administration Manager shall review the recommendation for payment for clerical accuracy and proper approvals. The Finance and Administration Manager shall set up an accounts payable in the accounting system utilizing the detailed account codes established in the chart of accounts (see Section 02).
3. If projects have retainage percentages, the Finance and Administration Manager shall maintain a balance of retainage held by the Authority. When the accounts payable is set up for the project, the portion that relates to retainage shall be charged to "retainage payable."
4. The invoices shall be processed following the same procedures for Authority invoices (see Section 03C).

C. Drawdown of Federal Grant Funds

1. The Finance and Administration Manager shall complete a Statement and Distribution of Project Costs and Credits sheet that details the invoices that make up the federal grant drawdown. The Finance and Administration Manager shall create a sales invoice for the FAA portion in order to post an accounts receivable.
2. The Finance and Administration Manager shall submit the drawdown request and backup documentation to the Deputy Director and Executive Director for review and approval. Upon approval, the Finance and Administration Manager shall request a drawdown of funds through the iDelphi system. See Section 3 for cash receipt procedures.

D. Drawdown of State Grant Funds

1. The Finance and Administration Manager shall prepare an Invoice Summary sheet that details the invoices that make up the state grant reimbursement, and create a sales invoice for the FDOT portion to post an account receivable.
2. The Finance and Administration Manager shall compile the reimbursement request, and provide the request to the Deputy Director and Executive Director for review and approval. The Finance and Administration Manager shall submit the request for reimbursement to the State of Florida. See Section 3 for cash receipt procedures.

E. Reporting Requirements – Federal Grants

1. FAA grants require a quarterly report. This report includes such items as pictures of the project, descriptions, and progress statements.

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2. Quarterly reports are due to the FAA by the 15th day after the quarter end (i.e. March 31, June 30, etc.). The Deputy Director, or their designee, shall be responsible for completing the quarterly report and submitting within the appropriate timeframe.

F. Reporting Requirements – State Grants

1. The State of Florida – DOT requires grant recipients to utilize the JACIP system. All pertinent information, including but not limited to, task orders, contracts, CCNA, design plans, engineer certification forms, and agreements shall be uploaded to JACIP in a timely manner by the Deputy Director, or their designee.
2. Quarterly reports are due to the State by the 7th day after the quarter end. The Deputy Director, or their designee, shall be responsible for completing the quarterly report and submitting within the appropriate timeframe.

G. Close Out of Federal Grants

1. When all payments related to a funded project have been made for which the Authority seeks reimbursement, the Finance and Administration Manager shall immediately initiate, prepare, and compile the final grant drawdown and provide it to the Deputy Director and Executive Director for review.
2. The Executive Director and/or Deputy Director shall coordinate the review of the disadvantaged business enterprise (DBE) data reporting form and obtain the signature of the DBE consultant.
3. The FAA requires grant recipients to submit all pertinent project information as detailed in the AIP Sponsor Guide in a project closeout summary to be prepared by the Deputy Director or their designee and approved by the Executive Director. Finance and Administration Manager shall prepare the appropriate financial forms and necessary backup documentation that accompany the closeout summary. The closeout summary shall be submitted to the FAA Program Manager for review and approval within 90 days of final payment to the contractor.
4. Once the FAA Program Manager has approved the project closeout summary, the Finance and Administration Manager shall transmit the final grant drawdown through iDelphi.

H. Close Out of State Grants

1. When all payments related to a funded project have been made for which the Authority seeks reimbursement, the Finance and Administration Manager shall ensure the timely preparation and submittal of the final invoice summary to the Department of Transportation.
2. The Deputy Director, or their designee, shall transmit all close-out documents and submit project completion reports in JACIP. The final project agency certification shall be submitted in conjunction with the final invoice summary.

I. Determining Allowability of Costs

1. Allowability, allocability and reasonableness are defined and determined by the Office of Management and Budget (“OMB”), the sponsor’s requirements and/or BRAA policy. Each financial transaction charged against an award shall be evaluated against these three concepts.
2. Allowability - Expenses charged to the grant award must meet the following allowability criteria:
 - a. The costs must be treated consistently through application of applicable generally accepted accounting principles appropriate to the circumstances.
 - b. The costs must conform to any limitations or exclusions set forth in the grant agreement or in Federal Cost Principles (2 CFR 200, Subpart E).
3. Allocability - Once allowability criteria have been met, the cost shall be evaluated against the criterion of allocability. Determination shall be made to verify if the cost has been incurred solely to support or advance the work of a grant award. For a charge to be allocable, consideration shall be given to:
 - a. Consistency
 - b. Sound allocation methodology
 - c. Appropriate documentation
4. Reasonableness - The cost must be able to withstand public scrutiny, i.e. objective individuals not affiliated with BRAA would agree that the cost is appropriate on a grant award.

Section 13. Month End and Year End Close Outs

Description

Management requires accurate and timely financial reports in order to properly monitor the performance of the Authority and make informed operational and financial decisions. The month-end and year-end closing processes are essential in providing such information to management.

Policy

Month-end and year-end closings shall be performed on a timely basis in order to expedite the timely preparation of required monthly financial reports to be submitted to management, and to expedite the annual audit process.

Procedures

A. Month End Procedures

1. The following reports shall be generated on a monthly basis to facilitate the month-end and year-end closing:
 - a. Accounts payable subsidiary ledger
 - b. Accounts receivable subsidiary ledger
 - c. Trial balance
 - d. Budget variance report
2. All applicable monthly/year-end journal entries, including any accruals for revenue and expenses, shall be prepared and entered into the accounting system.
3. Schedules for CD investments, pre-paid expenses, and other pertinent monthly transactions shall be updated.
4. The Finance and Administration Manager shall reconcile the bank statements prior to performing the month end closing.
5. Each month, the Finance and Administration Manager shall prepare an income statement with budget variances, and balance sheet that is forwarded to the Deputy Director and Executive Director for review.
6. The budget to actual income statement and balance sheet shall be submitted to the Authority Board with explanations for significant variances between budget and actual amounts.

B. Year End Procedures

Complete all tasks as required on the audit checklist for the external auditors.

The following tasks include, but are not limited to:

- Reconcile all subsidiary balances and cash accounts
- Update necessary schedules including depreciation, investments, SEFA and grant related, fixed assets, FAA/FDOT receivables
- Prepare all accrual accounting entries for payroll, interest, etc.
- Review the trial balance and investigate and adjust any accounts that have discrepancies
- Review budget versus actual and prepare explanations for material variances
- Prepare cash and investment confirmations

The Finance and Administration Manager shall then perform the closing out of all income and expense general ledger accounts for the fiscal year-end.

At the completion of the audit, the Finance and Administration Manager shall save the final trial balance and related underlying accounting data electronically and print out pertinent schedules and file in a final year-end book that shall be retained in the accounting office.

C. Year-End Report/Audit

1. At fiscal year-end, a year end Audit report shall be prepared summarizing the total income and expense activity for the year. A balance sheet shall be prepared as of September 30, and shall be attached to the income and expense report. This report shall be initially reviewed by the Executive Director, prior to distribution at the Board meeting.
2. The Data Collection Form and the reporting package shall be submitted to the appropriate agencies when a Federal single audit is required within the earlier of 30 days after receipt of the auditors' reports or at least by nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Section 14. Due Date File

Description

The Authority has many important deadlines and due dates surrounding contractual agreements, financial operations, and procurement documents.

Policy

In order to ensure deadlines for financial and procurement tasks are performed in a timely manner, the Authority shall maintain a due date file that details all pertinent tasks and due dates.

Procedures

A. Establishing the Due Date File

The due date file shall be developed by the Finance and Administration Manager and be available to BRAA staff. The due date file shall be maintained on the shared drive, and all employees shall have access to add/delete/edit and utilize the file.

The items that shall be listed in the due date file include, but are not limited to:

- Tenant lease CPI adjustment due dates
- Tenant lease bonus rent due dates
- Monthly sales tax due dates
- All grant related deadlines and due dates including monthly, quarterly, and annual reporting
- Payroll and benefit due dates including payroll processing, 401A/457 plan payments, etc.
- Investment maturity dates
- Monthly financial reporting deadlines for Board packages
- Budget calendar including deadlines for completing the final budget
- Any other financial related items
- Each line item should include the name of the task, description, responsible party, due date, and date completed
- Procurement due dates including RFP's
- Contractual expirations including legal, accounting, engineer, leases, etc.

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- Any other procurement or operational related items

B. Due Date File Maintenance

1. The Due Date File shall be reviewed and updated by the Finance and Administration Manager at least on a bi-weekly basis. Any items that no longer apply to the Authority shall be deleted from the file.
2. The Executive Director or designee shall periodically review the due date file to ensure that due dates, expirations, and deadlines are being addressed by staff in an appropriate and timely manner.

Section 15. Procurement

Description

The purchasing cycle is the process for controlling the acquisition of goods and services through requesting, ordering, competitively pricing, evaluating alternatives, and receiving and paying for items needed.

Policy

Purchases shall be made in accordance with the Authority's procurement policy. See the Authority's Procurement Code for detailed policies on purchases of commodities, supplies, construction-related services and professional services. In addition, the invoices for goods and services received shall be properly recorded and adequately controlled through the appropriate reviews and approvals.

Procedures

A. Procurement Policy

The Authority has previously adopted the Boca Raton Airport Authority Procurement Code. Refer to all procurement related procedures in this document.

B. Discriminatory and Convicted Vendor Lists

1. In addition to the requirements found in the Procurement Code, an entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - a. Submit a bid on a contract to provide any goods or services to a public entity;
 - b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - c. Submit bids on leases of real property to a public entity;
 - d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - e. Transact business with any public entity.
2. In addition to the requirements found in the Procurement Code, a person or affiliate on the convicted vendor list for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - a. Submit a bid on a contract to provide any goods or services to a public entity;
 - b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

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- c. Submit bids on leases of real property to a public entity;
 - d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and
 - e. Transact business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

Section 16. Human Resources

Description

The Human Resources function often includes a variety of activities, such as recruiting and training of employees, maintaining current job descriptions on all positions, maintaining employee manuals and employee personnel files, and ensuring compliance with established policies and procedures as well as federal and state regulations.

Policy

All human resource activity shall be performed in accordance with the Boca Raton Airport Authority Employee Handbook.

Procedures

A. Employee Handbook

All human resource activity shall be performed in accordance with the Boca Raton Airport Authority Employee Handbook.

Section 17. Governance

Description

Governance includes the oversight, responsibility, and management of the Boca Raton Airport Authority.

Policy

Governance activities, policies and descriptions shall be in compliance with the Boca Raton Airport Authority By-laws.

Procedures

A. Bylaws

The Authority has previously adopted the Boca Raton Airport Authority Bylaws. Refer to all governance related procedures in this document. Some of the important information found in the Bylaws include, but are not limited to, the composition and authority of Board members, Authority meeting procedures, and conflict of interest policy.

B. Whistle Blowers

In addition to the information contained in the Authority Bylaws, this section is to ensure that the Authority complies, at a minimum, with the following two mandates:

- **Whistleblower Act** – The Executive Director shall ensure compliance with the Sarbanes-Oxley Act (SOX), Section 1107 and Section 1513 of Title 18 USC that makes it illegal for the Authority to punish whistleblowers or retaliate against any Authority employee who reports suspected cases of fraud or abuse. Authority employees shall report all suspicions of fraud or abuse to the Executive Director. In the case of the suspicions regarding the Executive Director, staff shall inform the Authority legal counsel.
- **Falsification or Destruction of Written Documentations** – The Executive Director shall ensure compliance with the Sarbanes-Oxley Act (SOX), Section 1102 and Section 1512 of Title 18, USC that makes it a crime for any Authority employee to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation of the Authority.

Section 18. Records Management

Description

The State of Florida has established by law some of the most comprehensive open government laws in the country, laws that can impact virtually every aspect of local government operations. The open government laws include the Public Records Law (Chapter 119, Florida Statutes) and the “Sunshine Law” (Section 286.011, Florida Statutes). These laws are generally intended to provide public access to government records and meetings. In addition, there are State of Florida requirements for the retention of records for local government.

Policy

The Authority is committed to a comprehensive records management program to ensure that public records are created, maintained, and disposed of in the most economic and efficient manner, in accordance with Florida Statutes.

Procedures

A. Record Retention Policy

Proper records management ensures that information is available when and where it is needed. Every department shall be responsible for maintaining their records in an organized and efficient manner. The records shall be assigned retention periods based upon the ***General Records Schedules GS-1SL for State and Local Government Agencies***.

If a record does not appear to be included in a general schedule, an individual record schedule must be obtained through the State Library. Unless federal or state laws and regulations regarding recordkeeping and records retention for specific items dictates a longer retention, the retention stated in the general schedules shall be adhered to.

1. The Business Manager shall remain current regarding department records retention and eligible destruction dates.
2. The Business Manager shall maintain a log of records in storage, and will coordinate destruction with the Authority departments. Any documents that are ready to be destroyed shall be approved by the Executive Director, and be recorded in the log.

B. Public Records Requests

1. The Business Manager shall be responsible for responding to all public records requests. Requests may be made for reproduction of public records in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes.
2. Requests for public records shall be made through the Business Manager, and based upon Chapter 119.07, Florida Statutes, an appropriate fee shall be charged for duplication. In addition to the cost of duplication, any request requiring more than one

hour of extensive clerical or supervisory assistance shall include a labor charge, which shall be based on actual cost incurred by the Authority.

3. The Business Manager shall handle routine requests by copying the requested records, or making them available for inspection within a reasonable time. The Business Manager shall notify the Executive Director of requests made by an attorney or that involve past, current or potential litigation.
4. Non-routine requests, which include but are not limited to those that involve interpretation of an exemption, shall be sent to Legal for an examination of the request. After examination, Legal shall direct the Business Manager to copy, or make available for inspection, the requested documents, if no exemption applies and the documents are determined to be a public record.

Section 19. Information Technology

Description

Authority staff relies on computerized systems to efficiently operate the administrative functions of the Authority.

Policy

The Authority is committed to ensuring all critical records and documents produced are appropriately saved/maintained, and administrative operations can continue in the event of a disaster.

Procedures

A. Information Technology Policy

1. The Operations Coordinator functions as the responsible staff member for information technology and management of the Authority computer network. This staff member shall ensure anti-virus and anti-spyware/adware software is current and running on all PCs on the network.
2. Each staff member shall be assigned a user name for the computer located in their workspace. Staff members choose a personal password which shall allow them access to the computer network. Employees shall keep their personal passwords confidential.
3. Personal use of Authority computer equipment shall not be allowed without prior authorization of the Executive Director.

B. Data Backup

The Authority utilizes a data backup vendor to back-up their servers on a nightly basis.

1. All employee files shall be maintained on the server, and not stored on individual hard drives to ensure that files are properly backed up.
2. On a monthly basis, the data backup vendor shall be required to demonstrate that Authority files are properly being backed up and maintained off-site.

C. Disaster Recovery

1. The Executive Director shall ensure a temporary operational plan is in place to respond to an emergency.
2. In the event of man-made or natural disaster wherein the Authority administrative operations are disrupted, or anticipated to be disrupted for more than 72 hours, Authority staff shall resume their duties from their home. In addition, the Operations Coordinator shall make two USB hard drive copies of the server files, and maintain these copies off-site during the disaster.

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3. Upon notification of office inaccessibility, the Executive Director shall immediately notify the Authority Board and all key service providers. Such notification shall include, if known, the estimated length of the disruption.
 4. The Executive Director shall be authorized to:
 - a. Arrange for leased or borrowed computer hardware and software compatible with Authority administrative documents;
 - b. Arrange for temporary forwarding of Authority telephone service to work cellular phones;
 - c. Ensure all Authority staff has necessary administrative documents, supplies and materials to continue the performance of their duties; and, if necessary and appropriate, begin the search for alternate suitable accommodations to relocate Authority administrative operations.

Section 20. Credit Card Policy

Description

The purpose of this policy and procedure is to control the use of credit cards within the Authority and to ensure sound governance of expenditures incurred on behalf of the Authority.

The Authority has two types of credit card accounts: (1) general procurement card and (2) fleet card. Neither the Procurement Cards nor the Fleet Card allow for cash access.

Policy

Issuance of procurement cards and fleet cards shall require the Executive Director's approval and are only for the official business of the Airport Authority.

Credit cards shall be placed under strict control and be available for use in limited cases as set forth by this policy. Credit cards shall be used for the purchase of goods and services for instances when payment by check is not expedient, practical or desirable.

Procedures

A. Credit Card Issuance and Credit Limit

1. Procurement Cards

- a. The Authority's Procurement Card Program has an overall credit limit of \$250,000. The Executive Director shall authorize the issuance of procurement cards and determine the individual employee credit limits based on the operational needs of the Authority.
- b. Credit limits applied to each individual's procurement card shall be managed, and any changes authorized by the Executive Director.
- c. Employees shall be required to complete procurement card training prior to being issued a credit card. Employees shall sign a Purchasing Card Cardholder Agreement Form acknowledging the understanding of the procurement card policy as outlined here and within training materials. The Business Manager shall coordinate completion of the Cardholder Agreement Form upon issuance of a new card, and forward the form to the Finance and Administration Manager who shall keep the form in the employees' HR file.

2. Fleet Cards

- a. The Authority's Fleet Card Program has an overall credit limit of \$2,100.
- b. Fleet cards shall be assigned to each vehicle. The Authority currently has two fleet vehicles. Fleet cards shall be used for the purchase of fuel, services and fluids only.

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- c. The Executive Director shall authorize the issuance of user identification numbers based on the operational needs of the Authority.

3. Emergency Procurement Cards

- a. Emergency procurement cards shall be stored in the Authority safe and kept at a zero-dollar credit limit at all times that an emergency is not declared.
- b. In the case of a declared emergency, the Executive Director may authorize the activation of the emergency procurement cards. During that time period, Airport staff shall discontinue the use of general procurement cards and all purchases in relation to the restoration of the Airport shall be placed on the Emergency Procurement Cards, to the extent allowed in the Authority's Procurement Code.
- c. Only Airport Staff essential to the restoration of operations to the Airport shall be issued emergency procurement cards. The Executive Director shall establish credit limits based on the severity of the emergency.

All normal processes regarding the management of receipts and approval of transactions as detailed in this section shall be followed.

- d. At the time when Airport operations return to normal, and purchases related to the emergency have ceased, the emergency procurement cards shall be returned to the Authority safe and credit limits shall be restored to zero dollars.

B. Limitations

1. Credit cards shall only be used as follows:

- a. For the carrying out of Authority authorized business including reasonable travel, accommodation, and business expenses.
- b. For meeting the Authority's liabilities where it is efficient to do so. The Authority Procurement Policy shall not be circumvented. The established per transaction limit is \$5,000.
- c. No private expenditure shall be incurred. Credit cards shall not be authorized for personal use.
- d. No expenditures shall be incurred on the credit cards for purchases relating to a state or federal grant.

C. Transaction Process – Procurement Card

- 1. In person, telephonic, and internet transactions shall be allowed on condition that a receipt and/or invoice is received.

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2. The Authority staff member using the procurement card shall sign and date the receipt and/or invoice received, and shall provide written explanation of the business purpose of the expenditure.
 3. All receipts and/or invoices shall be placed in the Business Manager's inbox within 2 days of the purchase.
 4. If the Authority Staff member is unable to locate the receipt, steps shall be taken to obtain a duplicate receipt from the vendor. If a duplicate receipt is unattainable, the staff member shall complete a Missing Receipt Form, and forward it to their department manager for review and approval. The completed form shall be submitted to the Business Manager in lieu of a receipt. Repeated loss of receipts may result in the revocation of the procurement card.
 5. Procurement card transactions shall be managed using the online procurement card platform, titled Works. The Business Manager, or their designee, shall match the receipts and/or invoices with each expenditure by electronically uploading the provided receipts into Works. Any expenditure without an associated receipt or invoice shall be investigated by the Business Manager.
 6. The Business Manager, shall ensure that all fully documented receipts and/or invoices are entered into Works within 5 days of the statement being issued. The Business Manager shall then electronically forward the transactions and supporting documentation to the Deputy Director, or their designee for review and approval.
 7. Expenditures incurred on credit cards that are not supported by documentation and budgetary allocations may result in the expenditure having to be repaid to the Authority by the individual authorizing the transaction.
 8. All transactions and documentation shall be electronically submitted to the Finance and Administration Manager, who is responsible for the allocation of expenditures and preparation of payment following the cash disbursement guidelines in Section 3.D.
 9. For those purchases made on the procurement card with vendors that shall exceed \$600 in annual expenditures, the Authority staff member shall request a W-9 and submit the documentation to the Finance and Administration Manager in a timely manner.

D. Transaction Process – Fleet Card

1. The Authority staff member using the fleet card shall be required to input their unique user identification and odometer reading at the pump, prior to fueling.
2. The Authority staff member using the fleet card shall sign and date the receipt received and note the vehicle for which fuel was purchased.
3. All receipts shall be placed in the Business Manager inbox within 2 days of the purchase.

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4. If the Authority Staff member is unable to locate the receipt, steps shall be taken to obtain a duplicate receipt from the vendor. In the event that a duplicate receipt is not attainable, the staff member shall complete a Missing Receipt Form, and forward it to their department manager for review and approval. The completed form shall be submitted to the Business Manager in lieu of a receipt. Repeated loss of receipts may result in the revocation of the procurement card.
 5. Fleet card transactions shall be managed using the online fleet card platform, WEX. The Business Manager shall match the receipts with each expenditure and note any tax refunds received. Any expenditure without an associated receipt or invoice shall be investigated by the Business Manager.
 6. The Business Manager shall ensure that all fully documented receipts match the statement issued. The Business Manager shall forward the statement with documentation to the Deputy Director for review and approval.
 7. Expenditures incurred on credit cards that are not supported by documentation and budgetary allocations may result in the expenditure having to be repaid to the Authority by the individual making the transaction.
 8. The Deputy Director shall forward statements and supporting documentation to the Executive Director for review. All documentation shall be submitted to the Finance and Administration Manager, who is responsible for the preparation of payment following the cash disbursement guidelines in Section 3.D.
 9. For those purchases made on the fleet card with vendors that will exceed \$600 in annual expenditures, the Authority staff member shall request a W-9 and submit the documentation to the Finance and Administration Manager in a timely manner

E. Management of Credit Cards

All credit cards that are issued shall:

1. Be signed on the reverse side of the card upon receipt; outdated or cancelled cards shall be destroyed by cutting the card and returning it to the Executive Director.
2. Not be used for any other use than outlined in this policy.
3. Be the responsibility of each person issued with a card, including the security of the card.
4. If a card is lost or stolen, it shall be reported immediately to the relevant bank by the holder and cancelled. The loss shall also be reported to the Executive Director.
5. Not be permitted to be used by anyone outside of Authority staff.
6. Credit cards shall be returned immediately upon termination from employment, and shall be cancelled by the Business Manager on the date of termination of employment.

F. Breaches of this Policy and Procedure

1. Non-compliance with this policy and procedure shall be investigated as potential breaches of the Authority's relevant Code of Conduct, Procurement Code, and this policy and procedure.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: July 19, 2017
RE: **Additional Authorized Check Signer**

AGENDA ITEM – IX - E

Pursuant to the Airport Authority Bylaws and the Accounting Policy and Procedure Manual, the Board may appoint a fourth check signer to most efficiently meet the operational needs of the Airport. Airport Management recommends the appointment of Mr. Gene Folden as an additional check signer.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: July 19, 2017
RE: **Airport Access Badge Fees**

AGENDA ITEM – IX - F

The Airport maintains an extensive security program that includes access badging and associated fees. The fees were previously contained within the Airport Accounting Policy. As a result of proposed changes to the Accounting Policy, the fees require separate adoption in an airport fee schedule. The current fees for access badges are:

- New Badges - \$25
- Replacement Badge – lost or damaged (1st Replacement) - \$25
- Replacement Badge – lost or damaged (2nd Replacement) - \$50
- Replacement Badge – lost or damaged (3rd Replacement) - \$100
- Failure to Return Fee - \$100

Airport Management recommends approval of resolution 07-19-17 adopting the current airport access badge fees into the Airport Fee Schedule in accordance with the revised Accounting Policy.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-19-17

A Resolution of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Airport Access Badge Fees

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

WHEREAS, the Boca Raton Airport Authority has prepared a schedule of fees for Airport Access Badges, in accordance to applicable requirements of the State of Florida; and

WHEREAS, the Boca Raton Airport Authority finds it to be in the public's interest to adopt the badge fees into the schedule of fees.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF JULY 2017, AS FOLLOWS:

- 1. The foregoing recitals are true and correct and set forth the legislative intent of the Resolution.**
- 2. The Authority hereby adopts the Airport Access Badge Fees as attached.**
- 3. The Chair or Vice-Chair of the Authority is hereby authorized to execute Resolution Number 07-19-17.**
- 4. This Resolution Number 07-19-17 shall take effect upon adoption.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Mitchell Fogel
Chair**



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: July 19, 2017
RE: **Customs Fee Schedule**

AGENDA ITEM – IX – G

The Airport Authority completed a Customs Feasibility assessment in February 2014 to assess the viability of a facility at the Boca Raton Airport. The assessment included focus groups, surveys, and projected traffic, costs, and fees analysis and the results were subsequently accepted by the Authority.

Airport Management has re-validated the projected traffic forecast based on recent airport traffic data and has updated the projected operating costs of the facility based on estimates, contracts, and current operating information.

Based on this analysis, Airport Management recommends the following user fees for the Customs Facility:

Single Engine Piston	\$ 50
Twin Engine Piston	\$ 75
Turbo Prop	\$150
Light Jet (<20,000 Maximum Takeoff Weight (MTOW))	\$225
Medium Jet (20,001 MTOW – 60,000 MTOW)	\$325
Large Jet (>60,001 MTOW)	\$425
Boats	\$ 25
After Hours Call Out	\$140/hour (2 hour Minimum)

Airport Management recommends approval of Resolution 07-20-17 adopting the customs user fees as listed.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-20-17

A Resolution of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's US Customs and Border Protection User Fee Schedule

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

WHEREAS, the Boca Raton Airport Authority has prepared a schedule of fees for use of the Customs Facility, in accordance to applicable requirements of the State of Florida and the Department of Homeland Security; and

WHEREAS, the Boca Raton Airport Authority finds it to be in the public's interest to adopt the schedule of user fees for the Customs Facility.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF JULY 2016, AS FOLLOWS:

- 1. The foregoing recitals are true and correct and set forth the legislative intent of the Resolution.**
- 2. The Authority hereby adopts the US Customs and Border Protection Facility Fee Schedule.**
- 3. The Chair or Vice-Chair of the Authority is hereby authorized to execute Resolution Number 07-20-17.**
- 4. This Resolution Number 07-20-17 shall take effect upon adoption.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



Memo

To: Mitchell Fogel, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: July 19, 2017

RE: **Disadvantaged Business Enterprise (DBE) Goal Setting Report**

AGENDA ITEM – IX – H

The Boca Raton Airport Authority maintains a Disadvantaged Business Enterprise (DBE) program to comply with Federal and State Grant Assurances, in accordance with Federal Aviation Regulations Part 26. Dickey Consulting Services, the Authority's DBE monitoring firm, has prepared the attached report recommending a DBE participation goal of 24.67% for Airport Authority projects for 2017-2023. The proposed goal is based on the availability of DBE qualified firms in the Authority's overall market area that could potentially bid on upcoming projects.

Airport Management recommends approval of resolution 07-21-17 setting the Authority's DBE participation goal 24.67% for 2017-2023.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-21-17

A Resolution of the Boca Raton Airport Authority adopting a Disadvantaged Business Enterprise (DBE) participation goal of 24.67% as recommended by the DBE Program Administrator

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, pursuant to 49 CFR, Part 26, the Authority is required to maintain a Disadvantaged Business Enterprise program ("DBE Program") as a part of its Airport Improvement Program;

WHEREAS, Dickey Consulting Services, Inc. ("DCS"), of Fort Lauderdale, Florida for the Airport Authority's DBE Program Administrator has completed an evaluation of the Authority's 2017-2023 Capital Improvement Program and the relative availability of DBE firms in the Authority's overall normal market method as described in 49 CFR 26.45(c)(1);

WHEREAS, based on this evaluation, the Authority has determined that it is in the best interest of the Airport set the DBE participation goal of 24.67% for 2017-2023 based on the DBE Program Administrator's recommendation.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF July 2017, AS FOLLOWS:

1. **The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
2. **The Authority hereby accepts the proposal from DCS, and authorizes the Chair to execute a contract with DCS on its behalf.**
3. **The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 07-21-17.**
4. **The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-21-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Noble
Secretary & Treasurer**

**Mitchell Fogel
Chair**



June 26, 2017

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

Dear Mrs. Bennett:

Dickey Consulting Services, Inc. is the Disadvantaged Business Enterprise (DBE) Liaison Officer for the Boca Raton Airport Authority (Authority) to set DBE goals and monitor reporting for the Florida Department of Transportation (FDOT) and Federal Aviation Administration (FAA) grants. As required by 49 CFR Part 26, this letter serves as notification of the Authority's goal and methodology for the Capital Improvement Program regarding fiscal years 2017-2023.

Amount of Goal:

The Authority's DBE goal for the projected projects for the fiscal year periods of 2017 to 2023 was calculated using the weighting method for Step One and Step Two and considered past participation, which resulted in a 24.67% proposed goal. The projected cost is estimated to be \$12,743,500.00 for fiscal years 2017 to 2023; therefore, approximately \$3,143,821.45 will be expended with qualified DBE firms.

Project:	Fiscal Year:	Projected Costs:
<i>Runway 5-23 Displaced Threshold Light Relocation</i>	2017	\$166,500.00
<i>Building 3700 Assessment</i>	2017	\$200,000.00
<i>Transportation/Access Road Development</i>	2017	\$1,500,000.00
<i>Electrical Vault, Airfield Signage, and Airfield Lighting Improvements</i>	2017	\$280,000.00
<i>Safety Management Systems (SMS) Gap Analysis</i>	2017	\$100,000.00
<i>Expand Airport Road and Utility Corridor</i>	2018	\$1,500,000.00
<i>Landside Access Pavement Rehabilitation</i>	2018	\$350,000.00
<i>Taxiways P4, C and F Widening</i>	2018	\$750,000.00
<i>Airfield Pavement Rejuvenator</i>	2018	\$910,000.00
<i>Geographic Information System Implementation (Phase 1)</i>	2019	\$100,000.00
<i>Storm Drainage System Upgrades</i>	2019	\$357,000.00
<i>Security Enhancements - Phase 4</i>	2020	\$750,000.00
<i>Master Plan</i>	2020	\$450,000.00
<i>Strategic Business Plan Update</i>	2020	\$200,000.00
<i>Observation Area</i>	2020	\$180,000.00
<i>Land Acquisition (NO APPLICABLE NAIC Code)</i>	2021	-\$1,500,000.00
<i>Geographic Information System Implementation (Phase 2)</i>	2021	\$300,000.00
<i>NAVAIDS and Airfield Lighting Upgrades</i>	2021	\$800,000.00
<i>eALP</i>	2021	\$300,000.00
<i>ARFF Vehicle (NO APPLICABLE NAIC Code)</i>	2020	-\$600,000.00
<i>Blast Fence (RWY 23 End)</i>	2020	\$750,000.00
<i>Landside Lighting and Signage Replacement</i>	2020	\$500,000.00
<i>Landside Landscaping and Pedestrian Access Improvements</i>	2020	\$350,000.00
<i>Airfield Service Road Rehabilitation</i>	2023	\$1,000,000.00
<i>Tower Radio, Communication, and Electronics Upgrade</i>	2023	\$750,000.00
<i>Marketing Plan Update</i>	2023	\$200,000.00
TOTAL	2017-2023	\$12,743,500.00

Methodology Used to Calculate Overall Goal

Step 1: Determining the Base Figure-26.45(c)

The method described in 49 CFR 26.45(c)(1) was used to determine the base figure for the relative availability of DBE firms in the Authority's overall normal market area. The base figure was calculated on the premise that the firms identified in the table are ready, willing and able to do business on federally and FDOT-assisted projects. The numerator was calculated using the FDOT DBE directory data for Palm Beach County, Broward County, and Miami-Dade County. The denominator was calculated using the 2015 U.S. Census Bureau County Business Patterns. Both the numerator and denominator used the same NAICS Codes within the Authority's market area: $6,876 / 24,515 = 28.05\%$.

The local market area was determined by using the Palm Beach, Broward, and Miami-Dade Counties region because the work will be performed in Palm Beach County, the northern part of the Miami Urbanized Area. These boundaries were set due to the proximity of the contractors to the actual worksite as well as the majority of contractors in South Florida coming from this region. Table 1 shows the NAICS Codes and types of industries required for the project.

Table 1: NAICS Codes

NAICS Code	Description	DBE Firms	Total Firms
111421	Nursery and Tree Production	0	0
236220	Commercial and Institutional Building Construction	552	816
237110	Water and Sewer Line and Related Structures Construction	155	138
237130	Power and Communication Line and Related Structures Construction	45	84
237310	Highway, Street and Bridge Construction	552	126
237990	Other Heavy and Civil Engineering Construction	121	107
238110	Poured Concrete Foundation and Structure Contractors	106	226
238150	Glass and Glazing Contractors	9	171
238160	Roofing Contractors	37	369
238210	Electrical Contractors and Other Wiring Installation Contractors	211	1,619
238220	Plumbing, Heating, and Air-Conditioning Contractors	63	2,057
238310	Drywall and Installation Contractors	63	355
238320	Painting and Wall Covering Contractors	154	783
238330	Flooring Contractors	24	351
238350	Finish Carpentry Contractors	30	794
238910	Site Preparation Contractors	485	303
238990	All Other Specialty Trade Contractors	826	674
327332	Concrete Pipe Manufacturing	9	4
339950	Sign Manufacturing	21	116
423320	Brick, Stone and Related Construction Material Merchant Wholesalers	59	109
541110	Offices of Lawyers	27	8,012
541310	Architectural Services	99	670
541330	Engineering Services	895	1,360
541350	Building Inspection Services	49	211
541370	Surveying and Mapping (except Geophysical) Services	124	142
541380	Testing Laboratories	109	92
541618	Other Management Consulting Services	438	1,270
541620	Environmental Consulting Services	393	148
541690	Other Scientific and Technical Consulting Services	450	600
541990	All Other Professional, Scientific, and Technical Services	451	870
561730	Landscaping Services	319	1,938
Total		6,876	24,515

Total number of DBE Firms = 6,876
 Total number of firms = 24,515
 Base figure = 28.05%

Table 2: Weighted Base Figure Calculation: (% of Work) x (Total DBE/Total Firms).

NAICS Code	Description	% of Work	Total DBE/Total Firms	Weighted
111421	Nursery and Tree Production	0.00314	0.00000	0.00000
236220	Commercial and Institutional Building Construction	0.00706	0.67647	0.00478
237110	Water and Sewer Line and Related Structures Construction	0.04292	1.12319	0.04821
237130	Power and Communication Line and Related Structures Construction	0.05218	0.53571	0.02795
237310	Highway, Street and Bridge Construction	0.07690	4.38095	0.33690
237990	Other Heavy and Civil Engineering Construction	0.09220	1.13084	0.10426
238110	Poured Concrete Foundation and Structure Contractors	0.01962	0.46903	0.00920
238150	Glass and Glazing Contractors	0.00000	0.05263	0.00000
238160	Roofing Contractors	0.00078	0.10027	0.00008
238210	Electrical Contractors and Other Wiring Installation Contractors	0.19265	0.13033	0.02511
238220	Plumbing, Heating, and Air-Conditioning Contractors	0.00000	0.03063	0.00000
238310	Drywall and Installation Contractors	0.00000	0.17746	0.00000
238320	Painting and Wall Covering Contractors	0.00000	0.19668	0.00000
238330	Flooring Contractors	0.00000	0.06838	0.00000
238350	Finish Carpentry Contractors	0.00000	0.03778	0.00000
238910	Site Preparation Contractors	0.02746	1.60066	0.04395
238990	All Other Specialty Trade Contractors	0.03924	1.22552	0.04809
327332	Concrete Pipe Manufacturing	0.02448	2.22500	0.05447
339950	Sign Manufacturing	0.01177	0.18103	0.00213
423320	Brick, Stone and Related Construction Material Merchant Wholesalers	0.13328	0.54128	0.07214
541110	Offices of Lawyers	0.01177	0.00337	0.00004
541310	Architectural Services	0.00902	0.14776	0.00133
541330	Engineering Services	0.10295	0.65809	0.06775
541350	Building Inspection Services	0.00000	0.23223	0.00000
541370	Surveying and Mapping (except Geophysical) Services	0.02825	0.87324	0.02467
541380	Testing Laboratories	0.00502	1.18478	0.00595
541618	Other Management Consulting Services	0.00000	0.34488	0.00000
541620	Environmental Consulting Services	0.00157	2.65541	0.00417
541690	Other Scientific and Technical Consulting Services	0.00000	0.75000	0.00000
541990	All Other Professional, Scientific, and Technical Services	0.13536	0.51839	0.07017
561730	Landscaping Services	0.01766	0.16460	0.00291
TOTAL:		1.03528	0.28048	0.29038

The Weighted Base Figure is 0.29038 x 100 = 29.04%

Step 2: Examination of Available Evidence to Determine Adjustment, if any, to Base Figure - 26.45(d)

Under this rule, evidence may be considered from disparity studies conducted in one's market area to determine if a base figure adjustment should be made. Broward County, one of the counties in the normal market area, conducted a Disparity Study in September, 2010. The study has documented large and statistically significant adverse disparities in the County's relevant markets impacting disadvantaged business enterprises ready, willing, and able to conduct business. A disparity ratio falling under 100 indicates that minority and women-owned firms are participating in Broward County contracts and subcontracts at a level much lower than their estimated availability. In Broward County, disparity ratios are less than or equal to 80 in 20 of 35 cases examined. Statistical disparities were also found in the ability of these firms to get financing. Commercial loan denial rates and cost of credit was higher for these firms even when comparing similarly situated businesses and business owners.

Anecdotal evidence of disparities was also confirmed in this study. In-depth interviews and focus groups confirmed the results of the statistical evidence showing minorities and women encounter significant barriers to success in seeking public and private sector contracts. Additionally, it has been found that minority and women-owned firms which were hired by prime contractors on contracts with DBE goals were not hired by the same prime contractors on contracts without DBE goals. Based on the analysis of the statistical and anecdotal data, the base figure is an accurate projection.

Making an adjustment to the base figure based on past participation was also considered. Please see Table 2 below showing past DBE participation.

Table 2: Past DBE Participation

Fiscal Year	DBE Goal	Actual DBE Participation	% Over/Under
2015	21.11%	14.50%	-6.61%
2014	9.3%	40.42%	+31.12%
2013	9.3%	20.29%	+10.99%

- a. **Determining the Median Past Participation** – The first step in adjusting the Step 1 Base Figure for past participation is to determine the median past participation percentages. The following principles were considered in calculating the median past participation percentage:

The median was determined by arranging the values of previous actual DBE participation from low to high: 14.50%, 20.29%, and 40.42%. The median is the middle value; therefore, 20.29% is the median past participation. The median past participation of 20.29% is added to the Step 1 base figure of 29.04% and divided by 2 to yield a proposed DBE goal of 24.67%.

The race/gender-neutral and race/gender conscious participation:

Based on Table 2, the Authority's race-neutral over/under goals for the past three years have been -6.61%, +31.12%, and +10.99%. As stated in 49 CFR sections 26.51, the maximum feasible portion of the goal must be met using race/gender-neutral means of facilitating DBE participation. The Authority will utilize race/gender-neutral means and race/gender-conscious measures to achieve the goal.

With that in mind, the Authority anticipates 10.99% of the total proposed 24.67% goal will be attained through race/gender-neutral means and 13.68% will be attained through race/gender-conscious means. This is based on past disparities in Palm Beach County and the current disparities found in Broward County. The Authority will use the following race/gender-neutral means to meet the DBE participation goal:

- Participate in tri-county disadvantaged business enterprise workshops.
- Post these contract opportunities on the Airport's website.

For reporting purposes, race/gender-neutral DBE participation includes, but is not necessarily limited to:

- DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures.
- DBE participation on a prime contract exceeding a contract goal.
- DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

In order to insure that the DBE goal will be narrowly tailored to overcome the effects of discrimination, the Authority will adjust the estimated breakout of race/gender-neutral and race/gender-conscious participation as

needed to reflect actual DBE participation (see 26.51(f)). The Authority will track and report race/gender-neutral and race/gender-conscious participation separately.

The Process:

The Authority will publish bids on its website, www.bocaairport.com, and in tri-county area local newspapers (*Palm Beach Post*, *Sun-Sentinel*, and *el Sentinel*). The Authority is aware that DBE firms and firms that are potentially eligible for the DBE program are frequently unaware of the opportunities available to them through the DBE program. While the Authority has engaged in outreach activities to make firms aware of certification and contracting opportunities, it is assumed that the market of DBE and DBE-eligible firms is potentially larger than the tri-county's certification directory or statewide certification directory would indicate.

Recommendation:

It is recommended that the Boca Raton Airport Authority use 24.67% as the DBE goal for the 2017 to 2023 Fiscal years.

Best Regards,



Sheryl A. Dickey
President/CEO
SAD/ch

cc: Scott Kohut, Deputy Director, Boca Raton Airport Authority



Memo

To: Mitchell Fogel, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: July 19, 2017

RE: **Florida Department of Transportation Joint Participation Agreement – Air Traffic Control Tower Repairs – Design and Construction Phase 2**

AGENDA ITEM - IX – I

The Florida Department of Transportation (FDOT) has issued a Joint Participation Agreement for the Air Traffic Control Tower Rehabilitation Phase 2 Project in the total project amount of \$280,000.

The existing Air Traffic Control tower began operations in 2000. Airport Management initiated Phase 1 of the rehabilitation project in 2015 addressing critical systems including the roof, HVAC, bathroom and cab plumbing, and certain fire line valves. Phase 1 work was completed in 2016.

The scope of work for Phase 2 includes replacing the cab windows, mill work and fixtures, as well as addressing millwork and fixtures in the training/break room.

Funding for the project is available up to an 80% (\$224,000) FDOT match. The Airport's 20% (\$56,000) share will be included in the 2018 Capital Improvement Plan budget.

Airport Management recommends approval of resolution 07-22-17 executing the Joint Participation Agreement with the Florida Department of Transportation for Air Traffic Control Tower Rehabilitation Phase 2 for the total amount of \$280,000.

*Note: A full copy of the Joint Participation Agreement is available at www.bocaairport.com or by request.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-22-17

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

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

WHEREAS, the Authority desires to enter into a Joint Participation Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 441606-1-94-01 (the "JPA") for Air Traffic Control Tower Rehabilitation Phase 2 at Boca Raton Airport (the "Project"), which is attached hereto as Exhibit A;

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

WHEREAS, the Project is necessary to preserve the operational integrity of the air traffic control tower and more importantly, to avoid damages to the costly systems housed within the ATCT, and the total eligible project cost under the JPA is \$280,000; and

WHEREAS, under the JPA, FDOT's total participation is limited to \$224,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$56,000, or up to 20% of eligible project costs.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF JULY 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the JPA, and authorizes the Chair or Vice-Chair to execute the JPA on its behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 07-22-17.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 07-22-17.**

ADOPTED by the Boca Raton Airport Authority, this 19th day of JULY 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): <u>441606-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal Number: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF592205856001</u>
Contract Number: _____ CFDA Number: _____ CFDA Title: _____	Agency DUNS No.: _____	CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and Boca Raton Airport Authority, 903 NW 35th Street Boca Raton, FL 33431 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before 12/31/2019 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.007 (Aviation), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

Air Traffic Control Tower Rehabilitation Phase 2 at Boca Raton Airport

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A,B,C & D are attached and incorporated into this Agreement.

2.00 Accomplishment of the Project:

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

2.20 Pursuant to Federal, State, and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency. The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is 280,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of 224,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of 56,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, is is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 Project Cost Eligibility. Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

4.30 Front End Funding. Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by

execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers. Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

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

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit

Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

2. State Funded

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

direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements,

the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

6.60 Insurance. Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, 33309, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 Deliverables. The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to

this Agreement;

- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally. If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties. The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission. By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

12.70 Use and Maintenance of Project Facilities and Equipment. The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records. The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before 12/31/2019. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which

any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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

AGENCY

DEPARTMENT

Boca Raton Airport Authority

Stacy L. Miller, P.E.

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Director of Transportation Development

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of
Funding Approval by Comptroller

Fin. Proj. No. 441606-1-94-01
Contract No: _____
Agreement Date: _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Boca Raton Airport Authority.

PROJECT LOCATION: Boca Raton Airport

PROJECT DESCRIPTION: Air Traffic Control Tower Rehabilitation Phase 2

The existing Air Traffic Control Tower became operations in 2000. A project was initiated in 2015 to address aging critical systems including replacement of the roof, HVAC, bathroom plumbing and fixtures, and certain fire line valves. Phase 2 of the ATCT Rehabilitation would address the remaining critical systems including replacement of the cab windows; installation of motorized window shades; replacement of cab millwork, fixtures, and electrical; replacement of training/breakroom millwork and fixtures; and installation of new carpet.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.5 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables may be specified in subsequent agreements and/or task work orders related to this JPA. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

Financial Project No. 441606-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Boca Raton Airport Authority

903 NW 35th Street Boca Raton, FL 33431

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$280,000.00
<hr/>									
	TOTAL PROJECT COST:								\$280,000.00
II.	PARTICIPATION:								
	Maximum Federal Participation								
	FAA	(	0	%)	or	\$		0.00	
	Agency Participation								
	In-Kind	(		%)	or	\$			
	Cash	(	20	%)	or	\$		56,000.00	
	Other	(		%)	or	\$			
	Maximum Department Participation,								
	Primary								
	DPTO	(	80	%)	or	\$		224,000.00	
	Federal Reimbursable	(		%)	or	\$			
	Local Reimbursable	(		%)	or	\$			
<hr/>									
	TOTAL PROJECT COST:								\$280,000.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

Financial Project No. 441606-1-94-01

Contract No. _____

Agreement Date _____

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

A. General

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

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

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

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

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c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

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

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable

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consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

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

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the

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price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

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

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

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16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

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

20. Consultant, Contractor, Scope, and Costs

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

21. Planning Projects

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

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(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

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

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

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- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.
 - (5) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

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(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

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

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

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

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

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

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

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

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same

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terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

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

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 441606-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: AVIATION GRANT PROGRAM

CSFA Number: 55.004

***Award Amount:** \$224,000.00

*The state award amount may change with supplemental agreements

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

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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



Memo

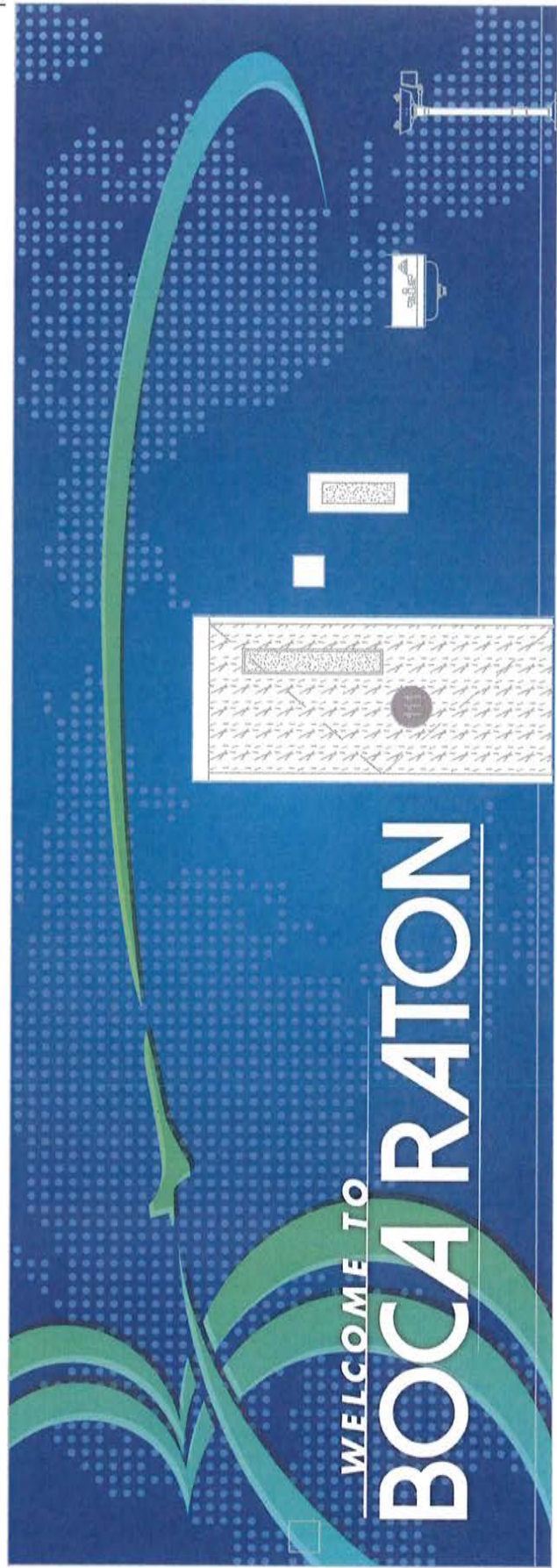
To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: July 19, 2017
RE: **Customs and Border Protection Facility Wall Graphics**

AGENDA ITEM – IX – J

Mr. Michael Schneider with Green Integrated Marketing will present three options for the graphic wall for the new Custom and Border Protection Facility.

31'-4"

11'-0"





Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: July 19, 2017
RE: **Salary and Benefits Study**

AGENDA ITEM – IX – K

At the April 2017 workshop, the Board expressed an interest in evaluating a salary and benefits study. Airport Management has worked with ADK Consulting and Executive Search (ADK) to prepare a draft scope of services and fee schedule for the study. The study would be completed within 30 days of notice to proceed and would be conducted for a lump sum price of \$16,950 plus travel expenses.

ADK is a national executive search firm that focuses exclusively on the airport industry for all sizes of airports. The firm conducted the compensation analysis and search for the Executive Director recruitment in 2013 and completed a comprehensive organizational overview including revised job descriptions, performance management processes, and salary ranges in 2014.

Salary ranges were reviewed as part of the organizational assessment conducted by Direct Effect Solutions, Inc. in 2016.

ADK CONSULTING & EXECUTIVE SEARCH (ADK) PROPOSAL FOR SERVICES BOCA RATON AIRPORT AUTHORITY

OVERVIEW

ADK Consulting & Executive Search (ADK) is pleased to submit this proposal for services to support the Boca Raton Airport Authority (BRAA) in achieving its vision to be a world class Public Use General Aviation airport that benefits its growing business and regional communities by providing a comprehensive compensation study and benefits program review for the airport management staff.

The Objective

The BRAA wants to attract and retain high performing talent to reflect the Boca Raton Airport's unique role in the community and the aviation industry. The BRAA wants to provide incentives to motivate airport management staff for the long-term success of the Airport in order to achieve its strategic objectives. Finally, the BRAA wishes to ensure that the Airport has in place a fair compensation system to retain management staff and that staff are appropriately compensated for the work they perform. In addition, BRAA wants to evaluate a competitive benefits program that offers more flexibility and more efficient use of the Airport's benefits budget.

The Solution

- Benchmark senior management salary with those of comparable airports. Comparable airports will be determined by governance type, organizational structure, variety and scope of work performed, span of control and accountability,
- Conduct a compensation analysis using comparative ratio and point factor job rating methodologies
- Review BRAA's current benefit program
- Present a "flex-option" benefit program based on a cost-neutral basis.

PROPOSAL

The BRAA has a well-deserved reputation for providing high-quality customer service for the recreational, corporate, and flight training needs of the community; however, there is a local unemployment rate of 4.7%¹ and the general challenge to the transport industry to compete with private-sector companies. A recent study conducted by Manpower²

concerning the talent shortage states that one of the top ten jobs employers are having difficulty in filling are management/executive jobs.

An additional challenge for the Boca Raton Airport Authority is that the management staff are expected to fill multiple roles to accomplish the organization's strategic objectives. Although the staff is talented and dedicated to the success of the Airport Authority, any perception of unfairness in pay may put BRAA at risk of losing talent in the management group.

We have developed solutions to help airports stay ahead of undesired talent loss. We recommend that the BRAA gain a thorough understanding of the talent market environment to retain and motivate current staff. Our proposal to provide compensation market benchmarking, analysis and a review of the BRAA's current benefit package will enable the BRAA to fully realize the value of conducting this study. The BRAA's goal should be to compensate staff for the job duties they perform so they aren't easily attracted to other opportunities, as well as to fit into the current benefits cost structure for the BRAA.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

Technical/Project Approach

The project managers, Gale LaRoche and Susan Stevens, have the overall authority and responsibility for managing and executing this project according to this project plan. Ms. LaRoche was previously the Vice President of Human Resources for the Detroit Metropolitan Airport and Ms. Stevens was President/CEO of the Charleston International Airport. See their bios at: <http://www.adkexecutivesearch.com/about-us/our-team> All project plans will be reviewed and approved by Ms. Clara Bennet, CEO of the Boca Raton Airport. The project managers are responsible for communicating with Ms. Bennett on the progress and performance of each project resource.

Resources

- Industry Salary surveys
- Point-Factor Rating Software
- Benefits Research and Reference Materials

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Compensation Market Study	Benchmark management compensation levels at airports similar in size and structure. Recommend updated broad-banded salary levels with comparative-ratios.
Point-Factor Job Rating Analysis	Conduct point-factor job rating for specific duties. This benchmarking is a more detailed, quantitative and analytical evaluation of specific job factors contained in a job.
Benefit Plan Review	Review the Airport Authority's current benefit plan and cost structure
Design "Flex-Option" Benefit Program	Submit a benefit design recommendation for flexible benefit offerings.

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed. Work will be done on the projects concurrently and all projects will be concluded within 30 days after receipt of information from BRAA.

Description	Start Date	End Date	Duration
Conduct Compensation Market Study	TBD		15 days
Point Factor Job Rating Analysis	TBD		15 days
Benefit Plan Review and Design of "Flex-Option" Benefit Program	TBD		30 days

Supplied Material

The following materials are to be supplied by BRAA for this project. For ADK Consulting & Executive Search (ADK) to meet project milestones, this material must be supplied within schedule. The due dates included in the following table represent our best guess based on current proposed project dates:

Materials to be supplied by BRAA	Due Date*
Current benefit program including costs	Within 7 days of project start
Current salary information	Within 7 days of project start
Current job descriptions	Within 7 days of project start

**Client's delivery of materials by agreed-upon due dates will allow ADK to deliver within the projected scope as well as avoid cost overruns associated unforeseen delays.*

Pricing

The lump sum professional fee for the work described in this proposal is fixed-price at \$16,950.00.

Installment 1: \$8,475.00 is due within 30 days of contract signing.

Installment 2: \$8,475.00 plus travel expenses will be due upon completion.

BRAA will be responsible for reasonable and customary incidental expenses for approved travel, lodging, meals, etc. Expenses are related to an ADK Team visit to Boca Raton. ADK travels coach class, and stays in low to mid-priced hotels whenever possible. We estimate the ADK Team travel related expenses to be less than \$3000.00 and is driven by airfare and lodging costs.

Miscellaneous expenses (phone, postage, office supplies, etc.) are included in the professional fee above and will not be billed as expenses. All deliverables sent to BRAA for review will be forwarded via electronic mail except for the final document which will be presented in hard copy along with an electronic file.

Footnotes:

¹Bureau of Labor Statistics, West Palm Beach-Boca Raton-Delray Beach, FL Metropolitan Division, https://data.bls.gov/timeseries/LAUDV124842400000003?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true

²Manpower, 2016/2017 Talent Shortage Survey, <http://www.manpowergroup.com/talent-shortage-explorer/#.WPjLuoWcFPY>



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: July 19, 2017
RE: Board Member Assignments to Various Projects

AGENDA ITEM – X – A

Mr. Mitch Fogel, Chair will make the attached suggestions for Member assignments for the effective period of July 2017 through June 2018.

BOCA RATON AIRPORT AUTHORITY
Board Member Liaison
2017-2018

Mitch Fogel – Chair

Lease Reversions
Legal Services

Cheryl Budd – Vice Chair

Community Engagement Program
Governance
Compensation

Randy Nobles – Secretary/Treasurer

Finance
Audit

Jack Fox

Air Traffic Control Tower Rehabilitation – Phase 2
Taxiway P4, Charlie and Foxtrot Widening

Gene Folden

Security Program
Transportation Access Corridors/Airport Road Improvements

Mel Pollack

Noise Abatement Program
Disadvantaged Business Enterprise (DBE) Program

James Nau

Insurance Program
Governmental Affairs