BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, February 20, 2019 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, February 20, 2019 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

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

I. <u>ROLL CALL</u>

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

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of January 16, 2019.

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 January 2019 Financial Report.

Consider a Motion for approval of the Financial Report for January 2019.

VIII. <u>TENANT REPORTS AND REQUESTS</u>

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

- A. Noise Abatement/Operations Summary for the month of January 2019.
- B. Community Engagement & Corporate Identity Program Update.
- C. Security Guard Services Contract Renewal.

Consider Resolution No. 02-02-19 of the Boca Raton Airport Authority approving renewal of the agreement between the Authority and P.G. Security Inc., d/b/a Platinum Group Security for security guard services at the Boca Raton Airport for the period beginning on May 1, 2019 and ending at midnight on April 30, 2020.

D. Updated Air Traffic Control Tower Operations Agreement.

Consider Resolution No. 02-03-19 of the Boca Raton Airport Authority approving a new Air Traffic Control Tower Operating Agreement (TOA) Between the Federal Aviation Administration and the Boca Raton Airport Authority.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Discussion on Spring Board Workshop.

- XI. PUBLIC COMMENT
- XII. OTHER BUSINESS

XIII. <u>MISCELLANEOUS</u>

The next meeting is scheduled for March 20, 2019 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 January 16, 2019 Boca Raton City Hall – Council Chambers

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

BOARD MEMBERS

Chair
Vice-Chair
Secretary/Treasurer
Board Member
Board Member
Board Member
Board Member

<u>COUNSEL</u> Amy Petrick, Esquire – Lewis Longman Walker

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

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

APPROVAL OF MINUTES

A MOTION to approve the minutes of the December 7, 2018 Regular Meeting was made by Mr. Tucker and seconded by Mr. Folden. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

Ms. Donna Lennon spoke regarding her concerns with noise and flight traffic over her home.

FINANCIAL REPORT

Ms. Camilo presented the Financial Report for December 2018.

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

TENANT REPORTS AND REQUESTS

Ms. Bennett presented the Sixth Amendment to the Lease Agreement with Premier Aviation of Boca Raton, LLC.

A discussion ensued.

A MOTION to approve Resolution 01-01-19 of the Boca Raton Airport Authority approving the Sixth Amendment to the Premier Aviation of Boca Raton Lease was made by Mr. Pollack and seconded by Mr. Tucker. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

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

Ms. Budd provided an overview of the Executive Director Review Process. Mr. Nobles also provided input into the process.

Mr. Folden made a motion to award the Executive Director with a 4% salary increase, Ms. Budd seconded the motion. Mr. Folden voted Yes. Ms. Budd, Mr. Tucker, Mr. Nau, Mr. Nobles, Mr. Pollack and Mr. Fogel voted No. The motion failed 1-6.

Ms. Budd made a motion to award the Executive Director with a 4.5% salary increase, Mr. Pollock seconded the motion. Mr. Pollack, Mr. Folden, Ms. Budd, Mr. Nau, and Mr. Nobles voted yes. Mr. Tucker and Mr. Fogel voted no. The Motion passed 5-2.

Mr. Nobles made a motion to award the Executive Director a 15% bonus and Mr. Tucker seconded the motion. Mr. Nobles, Mr. Tucker and Mr. Fogel voted yes. Mr. Nau, Mr. Pollack, Mr. Folden, and Ms. Budd voted no. The motion failed 3-4.

Ms. Budd made a motion to award the Executive Director a 13% bonus and Mr. Nau seconded the motion. Mr. Folden, Ms. Budd and Mr. Nau voted yes. Mr. Tucker, Mr. Nobles, Mr. Pollack and Mr. Fogel voted no. The motion failed 3-4.

Mr. Fogel made a motion to award the Executive Director a 14% bonus and Mr. Tucker seconded the motion. Mr. Tucker, Mr. Nau, Mr. Nobles, Mr. Folden, Ms. Budd and Mr. Fogel voted yes. Mr. Pollack voted no. The motion passed 6-1.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Pollack recommended cross training staff and Mr. Nobles agreed.

Mr. Folden recommended a Spring workshop.

Mr. Tucker inquired about the government shutdown and how that may affect the Air Traffic Control Tower at the Airport.

Ms. Bennett explained the program and current status the Tower.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

Ms. Bennett thanked the Board for the continued support throughout the past year.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, February 20, 2019 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 7:21 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members

From: Ariadna Camilo, Finance and Administration Manager

Date: February 20, 2019

RE: Financial Report – January 2019

AGENDA ITEM – VII – A

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the four months ending January 31, 2019.

Total Operating Revenues as of January 31, 2019 were \$1,575,100 an increase of \$200,292 or 14.6% to budget. This increase in revenue year to date is attributable to an increase in Customs Facility Revenue.

Total Non-Operating Revenues and Capital Contributions as of January 31, 2019 were \$74,594.

Total Operating Expenses as of January 31, 2019 were \$886,097 a decrease of \$175,888 or 16.6% compared to budget. Significant variances in expenses compared to budget for the four months ending January 31, 2019 are as follows:

- Customs Facility expenditures are down \$33,546 or 31.7% to budget, primarily due to onetime expenses anticipated later in the year.
- Project expenditures are down \$155,666 or 92.0% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$46,821 or 78.7% to budget, primarily due to Legal Service expenditures being lower than anticipated. Year to date expenditures are detailed below, including a breakdown of costs for board member related matters and capital projects.

	ОСТ	NOV]	DEC	JAN	FEB	N	1AR	APR	I	ЛАҮ	J	UNE	JULY	AUG		SI	₽T	Т	O TAL
GENERAL	\$ 2,517	\$ 1,196	\$	650	\$ 858	\$ -	\$	-	\$ -	\$	-	\$	-		\$	-	\$	-	\$	5,221
BOARD	\$ -	\$ -	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$-	\$	-	\$	-	\$	-
CUSTO MS	\$ 1,300	\$ 1,555	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$-	\$	-	\$	-	\$	2,855

Total Capital Expenditures as of January 31, 2019 were \$1,282,729. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility, Task 41 – Security Enhancements, and Task 56 – Airfield Pavement Rejuvenator of the Capital Improvement Program. Of the total \$1,282,729 in Capital Expenditures, \$2,855 were attributable to project-related legal fees, while \$17,121 were attributable to Capital Outlay.



Boca Raton Airport Authority Income Statement: Budget Variance Summary For the Four Months Ending January 31, 2019 (unaudited)

Summary Results

	FY 2019	FY 2019	FY 2019	Variand	ce
	Annual	January	January	FY 2019 Actual	vs. Budget
	Budget	Actual	Budget	Dollars	Percent
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Operating Revenues	\$ 4,124,425	\$ 1,575,100	\$ 1,374,808	\$ 200,292	14.6%
Operating Expenses	\$ 3,185,957	\$ 886,097	\$ 1,061,986	\$ (175,888)	-16.6%
Operating Income/(Loss)	\$ 938,468	\$ 689,003	\$ 312,823	\$ 376,180	120.3%
before Depreciation					
Depreciation	\$ 1,641,650	\$ 547,217	\$ 547,217	\$ -	0.0%
Net Operating Income/(Loss)	\$ (703,182)	\$ 141,786	\$ (234,394)	\$ 376,180	-160.5%
Non-Operating Revenues	\$ 405,932	\$ -			
Income/(Loss)	\$ (297,250)	\$ 141,786			
before Capital Contributions					
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ 74,594			
Change in Net Position	\$ 762,750	\$ 216,380			



Boca Raton Airport Authority Actual Revenue Results Versus Budget For the Four Months Ending January 31, 2019 (unaudited)

Revenue Summary

	FY 2019 Annual Budget	FY 2019 January Actual	FY 2019 January Budget	I	Variar Y 2019 Actua Dollars	
Rent Revenue	\$ 3,063,351	\$ 1,051,537	\$ 1,021,117	\$	30,420	3.0%
Fuel Flowage Fees	\$ 700,000	\$ 288,780	\$ 233,333	\$	55,447	23.8%
Customs Facility Revenue	\$ 165,000	\$ 157,153	\$ 55,000	\$	102,153	185.7%
Interest Income	\$ 120,000	\$ 53,893	\$ 40,000	\$	13,893	34.7%
Other Revenue	\$ 76,074	\$ 23,737	\$ 25,358	\$	(1,621)	-6.4%
Total Operating Revenues	\$ 4,124,425	\$ 1,575,100	\$ 1,374,808	\$	200,292	14.6%
FDOT Grants	\$ 405,932	\$ -				
Non-Operating Revenues	\$ 405,932	\$ -				
FDOT Grants	\$ 910,000	\$ 74,594				
FAA Grants	\$ 150,000	\$ -				
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ 74,594				

from State and Federal Grants



Boca Raton Airport Authority Actual Expense Results Versus Budget For the Four Months Ending January 31, 2019 (unaudited)

Expense Summary

	FY 2019 Annual				FY 2019 January		Variance FY 2019 Actual vs. Budge		
		Budget		Actual	Budget		Dollars	Percent	
Personnel Expenses	\$	1,104,721	\$	404,634	\$ 368,240	\$	36,393	9.9%	
Professional Services	\$	178,500	\$	12,679	\$ 59,500	\$	(46,821)	-78.7%	
Office Operating Expenses	\$	248,985	\$	86,837	\$ 82,995	\$	3,842	4.6%	
Airport Operations	\$	446,211	\$	140,878	\$ 148,737	\$	(7 <i>,</i> 859)	-5.3%	
Insurance Expense	\$	153,147	\$	51,420	\$ 51,049	\$	371	0.7%	
ATCT Facility	\$	46,800	\$	16,658	\$ 15,600	\$	1,058	6.8%	
Customs Facility	\$	317,576	\$	72,312	\$ 105,859	\$	(33,546)	-31.7%	
Marketing & Special Events	\$	182,602	\$	87,208	\$ 60,867	\$	26,341	43.3%	
Projects	\$	507,415	\$	13,472	\$ 169,138	\$	(155,666)	-92.0%	
Total Operating Expenses	\$	3,185,957	\$	886,097	\$ 1,061,986	\$	(175,888)	-16.6%	
Capital Outlay	\$	62,500	\$	17,121					
Capital Improvement Program	\$	1,300,000	\$	1,265,608					
Total Capital Expenditures	\$	1,362,500	\$	1,282,729					



Summary Results

ASSETS

Current Assets Cash and Cash Equivalents Receivables Due From Other Governments Money Markets Certificates of Deposit Certificates of Deposit, Restricted Other Assets	\$ \$ \$ \$ \$ \$	647,512 378,913 319,085 3,725,398 3,105,605 183,419 142,527	-	
Total Current Assets			\$	8,502,460
Non-Current Assets Rent Receivable Capital Assets Land Avigation Easements Project in Progress Buildings Land Procurement Leasehold Improvements Furniture, Fixtures, and Equipment Infrastructure	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	4,835,961 18,276,297 7,233,180 955,070 8,220,981		
Less Accumulated Depreciation	Ş	(20,505,251)	-	
Total Non-Current Assets			\$	38,196,923
Total Assets			\$	46,699,382

Boca Raton Airport Authority Balance Sheet Summary January 31, 2019 (unaudited)

LIABILITIES AND CAPITAL

Current Liabilities Accounts Payable Due to Other Governments Compensated Absences, short-term	\$ \$ \$	49,131 1,225 29,306		
Deferred Rent Income	\$	91,145	-	
Total Current Liabilities			\$	170,808
Non-Current Liabilities				
Security Deposits Compensated Absences, long-term	\$ \$	167,879		
compensated Absences, long term	<u> </u>		-	
Total Non-Current Liabilities			\$	167,879
Total Liabilities			\$	338,687
Capital				
Florida Operations Trust Fund	\$	267,950		
Retained Earnings	\$	39,129,055		
Contributed Capital - Federal	\$	317,029		
Contributed Capital - State	\$	6,430,281		
Net Income	\$	216,380	_	
Total Capital			\$	46,360,695
Total Liabilities & Capital			\$	46,699,382



Memo

To: Mitchell Fogel, Chair and Authority Members

From: William Urbanek, Operations Coordinator

Date: February 20, 2019

RE: Operations and Noise Abatement Report, January 2019

AGENDA ITEM – IX- A

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

During the month of January 2019 there were 6,903 operations reported by the Tower, which is fifteen percent (15%) more than the operations reported in January 2018.

Deliveries of Jet A fuel to the Airport in January were ten percent (10%) less than January of the previous year. There was one avgas delivery in the month of January 2019.

There were two hundred and eighty-three (283) noise calls by eight (8) different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form during the month of January 2019.

During the month of January 2019, one hundred and fifty-nine (159) aircraft cleared Customs from twenty (20) different countries. No vessels cleared Customs in the month of January. There were fifty-three (53) afterhours/overtime clearings during the month of January. Sixteen (16) of these flights cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



JANUARY 2019

OPERATIONS REPORT



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

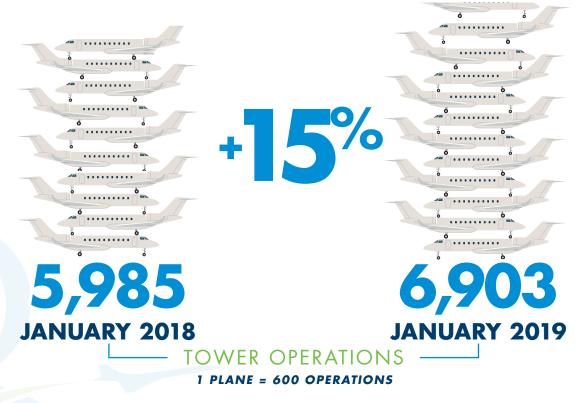


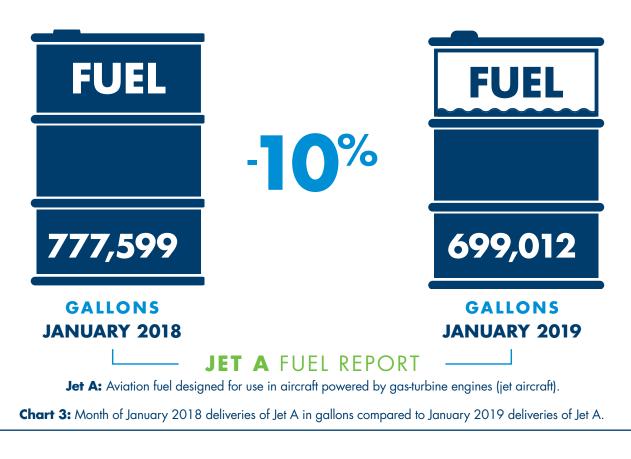
Chart 2: January 2018 operations compared to January 2019 tower operations.

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.

BOCA RATON AIRPORT - OPERATIONS REPORT

OPERATIONS REPORT



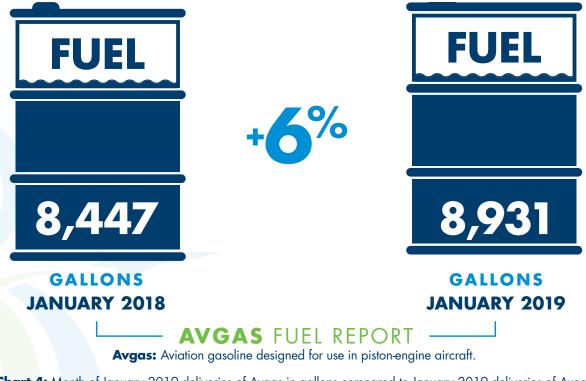


Chart 4: Month of January 2019 deliveries of Avgas in gallons compared to January 2019 deliveries of Avgas.

BOCA RATON AIRPORT - OPERATIONS REPORT

NOISE CONCERNS PER QUADRANT

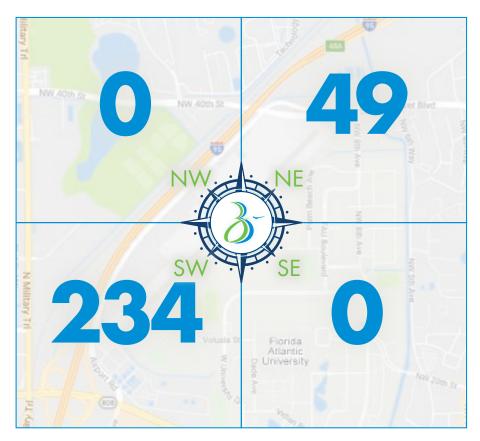


Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.

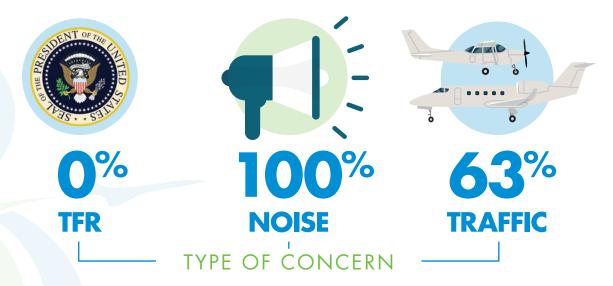


Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction (TFR).

NOT FOLLOWING **VOLUNTARY** CURFEW PROCEDURES







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.

NIGHT OPERATIONS BY HOUR



Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in January 2019.

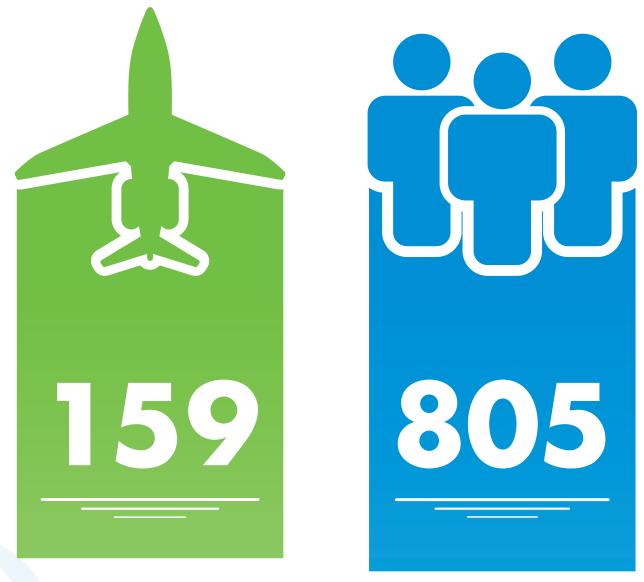
RUNWAY DEPARTURE HEADING BY DIRECTION



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.

NOISE ABATEMENT CALLS

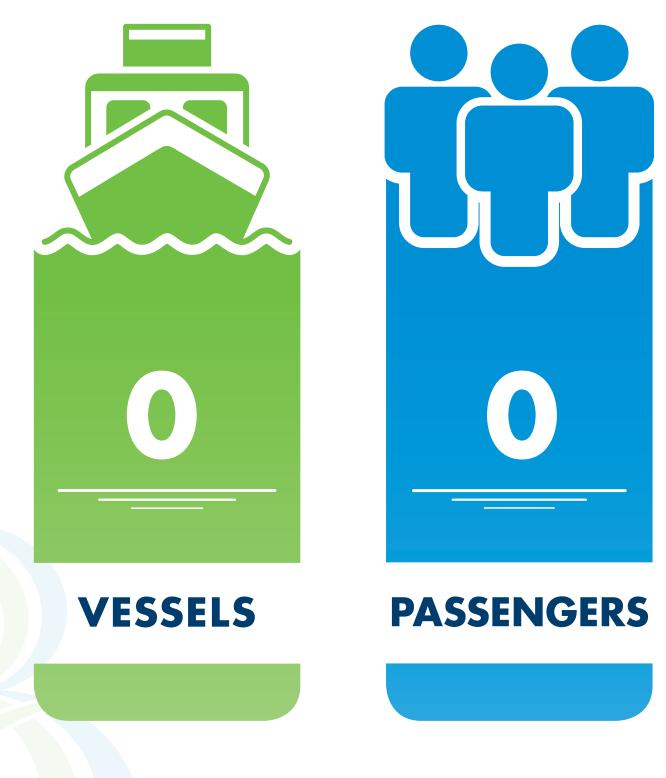
First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Concern	TFR Related	Calls Received
Ross	Rosenburg	Wimbledon Villas	С	N/A	N/A	Noise, Traffic	No	144
Adam	Cogley	Wimbledon Villas	С	N/A	N/A	Noise, Traffic	No	77
Arash	Rahi	Wimbledon Villas	C	N/A	N/A	Noise, Traffic	No	7
Donna	Lennon	N/A	В	D	5	Noise, Traffic	No	47
Victoria	Osborn	N/A	В	А	5	Noise	No	2
Kathryn	Sauers	Timbercreek	C	A/D	5	Noise	No	4
Tom	Rowe	N/A	С	Т	5	Noise	No	1
Marlene	Mindel	N/A	С	А	5	Noise	No	1



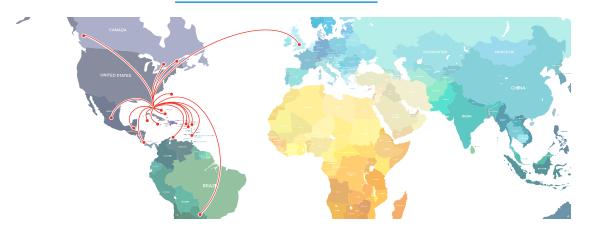
FLIGHTS & OPERATIONS

PASSENGERS

Charts 10 & 11: Total operations ran and total passengers during the month of January 2019.

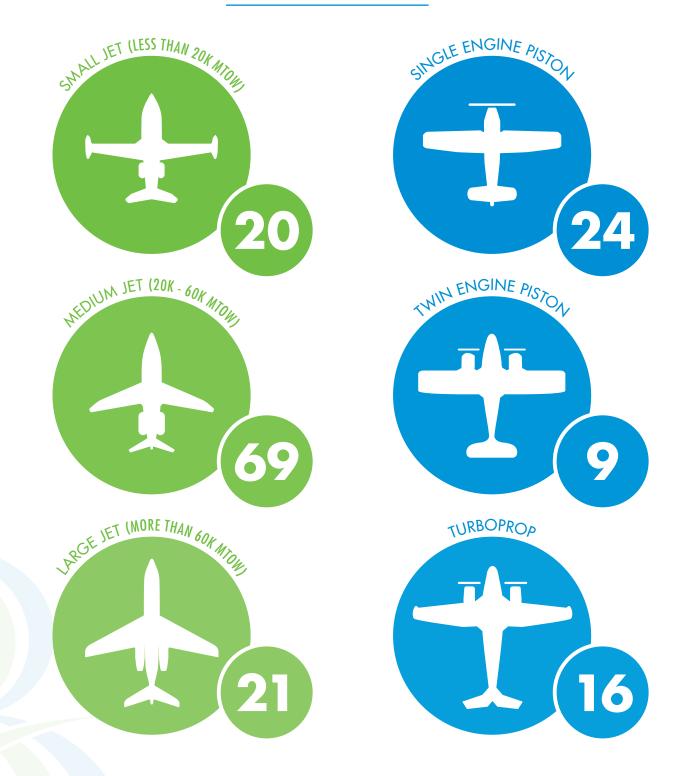


Charts 12 & 13: Total operations ran and total passengers during the month of January 2019.



Country	No. of Flights
Bahamas	87
Canada	18
Turks and Caicos	8
Dominican Republic	3
Mexico	6
Costa Rica	6
Belize	1
Cayman Islands	7
Antigua	1
Aruba	1
Paraguay	1
England	1
Jamaica	1
Barbados	2
St. Marteen	7
St Thomas	1
St Lucia	3
Bermuda	2
St Croix	1
St Kitts	1

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



Charts 15: Total operations by type of aircraft.

AFTERHOURS CUSTOMS CLEARINGS





Chart 16: An afterhours clearing refers to any aircraft who clears Customs outside of their normal hours of operation. These hours are Thursday - Monday from 10:30 - 18:30. This includes all aircraft who clear on Tuesdays and Wednesdays. Voluntary Curfew hours clearings refer to any aircraft who clears customs between the hours of 22:00 – 07:00.

BOCA RATON AIRPORT - CUSTOMS OPERATIONS REPORT



Memo

- To: Mitchell Fogel, Chair and Board Members
- From: Christine Landers, Business Manager
- Date: February 20, 2019

RE: Corporate Identity and Community Engagement Program Update

AGENDA ITEM – IX – B

70th Anniversary Coffee Table Book:

During the month of December, we distributed over 120 70th Anniversary Coffee Table books to varies city and county officials, tenants, past and present Board Members and various local business leaders. The book has been very well received and the feedback has been positive.

Tenant Holiday Cake:

On December 20th staff delivered 70th Anniversary cakes and the 70th Anniversary Coffee Table book to our tenants, both landside and airside, to celebrate the holidays and the Airport's 70th Anniversary. In the afternoon we invited past and present Board Members to join staff for cake and coffee to celebrate the event.

Collings Foundation Wings of Freedom Tour:

On January 23th the Boca Raton Airport Authority, along with Signature Flight Support and the Collings Foundation, hosted approximately 300 students from Palm Beach and Broward County Schools as well as many Veterans, including four from WWII.

Mayor Scott Singer presented a proclamation on behalf of the City of Boca Raton proclaiming the day Wings of Freedom Day in Boca Raton.

UCEDA School:

On January 31st students from the UCEDA Language school visited the Airport and learned about the Airport and its economic value in the community.

Valentines Day:

On February 14th Airport Management will be visiting tenants and distributing Valentine's Day treats in appreciation for their support throughout the year.

Loop for Literacy:

On February 16th the entire Airport Team will be participating in the Loop for Literacy event held by the Literacy Coalition of Palm Beach County. Airport tenants have also been invited to participate.

Chamber Community Cookout:

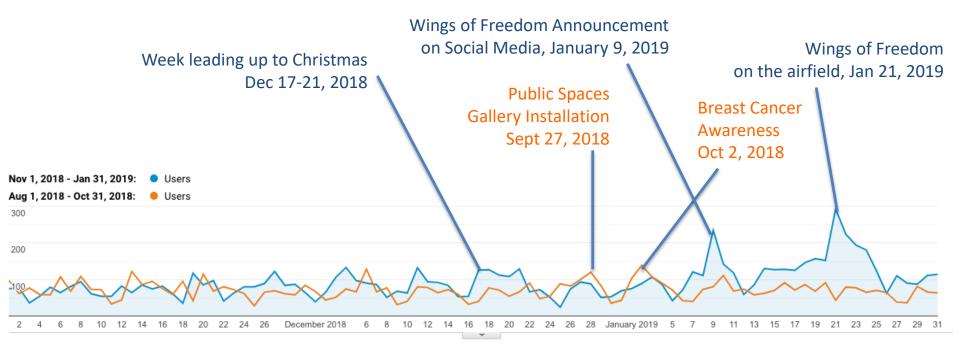
On March 16th the Boca Raton Airport Authority will be at the Boca Chamber Community Cookout for the third year in a row. The event is open to the public at no charge and will take place from 11:00 a.m. to 3:00 p.m. at the YMCA of South Palm Beach County. Board Members are invited to participate.



WEBSITE ANALYTICS

COMMUNITY ENGAGEMENT AND PUBLIC OUTREACH

Website Analytics – Visitor Traffic



Analysis - As season comes into full swing in late Q4 and into Q1 2019, web traffic is rising. Special events like Wings of Freedom always add more traffic to the online presence of BCT.



Social Media Analytics

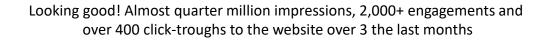
COMMUNITY ENGAGEMENT AND PUBLIC OUTREACH

Social Media Analytics November 1, 2018 – January 31, 2019

compared to August 1 – October 31, 2018

Facebook Activity Overview

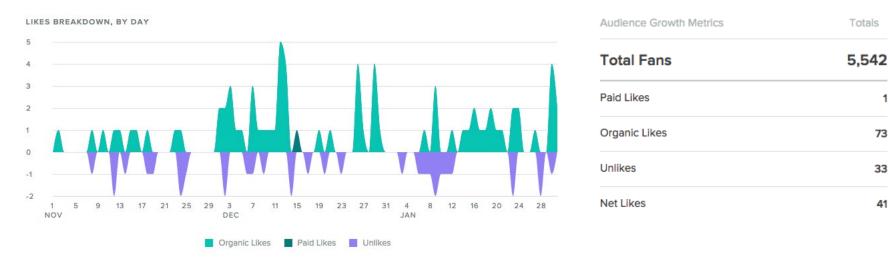




Social Media Analytics November 1, 2018 – January 31, 2019

Facebook Audience Growth

IS AND OUTREACH



The Facebook page continues to maintain a strong number of social media "fans",

totaling over 5,500 over the 3 the last months. Net likes over this time is +41. (74 new likes - 33 unlikes.)



Memo

To: Mitchell Fogel, Chair and Board Members

From: Travis Bryan, Operations Manager

Date: February 20, 2019

RE: Security Guard Services – Contract Renewal

AGENDA ITEM – IX - C

On January 21, 2015, the Airport Authority entered into an agreement with P.G. Security Inc. D/B/A Platinum Group Security for Security Guard Services at the Boca Raton Airport for an initial term that began on May 1, 2015 through April 30, 2018. The agreement provides for up to two one-year renewal periods with the same terms and conditions as the existing agreement, the first of which was executed in April 2018. The agreement provides for a two percent annual increase in the hourly rate bringing the hourly rate from \$20.96 per hour in 2018 to \$21.38 per hour for the second renewal period.

Airport Management recommends approval of Resolution 02-02-19 granting a one-year renewal of the agreement with Platinum Group Security, extending the term from May 1, 2019 to April 30, 2020.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 02-02-19

A Resolution of the Boca Raton Airport Authority approving renewal of the Agreement between the Authority and P.G. Security Inc. D/B/A Platinum Group Security, for Security Guard Services at the Boca Raton Airport for the period beginning on May 1, 2019 and ending at midnight April 30, 2020

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

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

WHEREAS, on March 21, 2018, pursuant to Resolution No. 03-07-18, the Authority renewed the Agreement between P.G. Security and the Authority for a period of one year beginning on May 1, 2018 and ending at midnight on April 30, 2019; and,

WHEREAS, the Authority desires to renew the Agreement between P.G. Security and the Authority for a period of one year beginning on May 1, 2019 and ending at midnight on April 30, 2020.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 20th DAY OF FEBRUARY 2019, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
- 2. The Authority hereby authorizes the Executive Director to renew the Agreement for the second renewal term.
- 3. The Authority hereby authorizes Airport Management and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-02-19.
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 02-02-19.

ADOPTED by the Boca Raton Airport Authority, this 20th day of February 2019.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles Secretary & Treasurer Mitchell Fogel Chair



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: February 20, 2019

RE: Updated Air Traffic Control Tower Operations Agreement

AGENDA ITEM – IX - D

The Federal Aviation Administration (FAA) has updated the standard agreement for providing air traffic control services at airports with Federal Contract Towers (FCT).

The new Agreement provides clarification regarding the hours of operation, lists minimum equipment and security requirements, updates insurance language, and adds a section regarding requests for supplemental hours.

Airport Management recommends approval of Resolution No. 02-03-19 and recommend Board approval. Legal Counsel has reviewed the Agreement and concurs with the recommendation.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 02-03-19

A Resolution of the Boca Raton Airport Authority approving a new Air Traffic Control Tower Operations Agreement (TOA) Between the Federal Aviation Administration and the Boca Raton Airport Authority

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 April 19, 2000, the Authority, as the Airport Sponsor, entered into an Air Traffic Control Tower Operations Agreement ("TOA") with the Federal Aviation Administration ("FAA") to provide for air traffic control services by the federal government at the Airport;

WHEREAS, a new TOA between the FAA and the Airport Authority was approved by the Authority Board on February 15, 2012 by Resolution Number 02-08-12 and executed by the FAA on May 2, 2012;

WHEREAS, the FAA is requiring that the Authority execute a new TOA clarifying roles and responsibilities of the FAA and the Authority, which new TOA is attached hereto as Exhibit "A;" and

WHEREAS, this new TOA will supersede the existing Air Traffic Control Tower Operations Agreement with the Federal Aviation Administration, and the Authority desires to approve the new TOA in order to ensure continued air traffic services at the Airport.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 20th DAY OF FEBRUARY 2019, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
- 2. The Authority hereby approves the new TOA and authorizes the Chair to execute it on the Authority's behalf.
- 3. The Authority hereby cancels the existing Contract Airport Traffic Control Tower Operating Agreement with the Federal Aviation Administration.
- 4. The Authority hereby authorizes the Airport Manager and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-03-19.
- 5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 02-03-19.

ADOPTED by the Boca Raton Airport Authority, this 20th day of February 2019.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles Secretary & Treasurer Mitchell Fogel Chair

AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN

FEDERAL AVIATION ADMINISTRATION (FAA)

AND

BOCA RATON AIRPORT AUTHORITY (BRAA)

I. PARTIES

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter "Agreement"), is hereby made and entered into this _____ day of _____, 20___ by and between the Federal Aviation Administration ("FAA") and the Boca Raton Airport Authority ("Airport Sponsor") (collectively known as the "Parties").

II. SCOPE

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at Boca Raton Airport ("Airport"), located in Boca Raton, FL. This Agreement replaces and supersedes any prior TOA signed by the parties.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and responsibilities of the FAA.

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be 7:00 a.m. to 11:00 p.m. local time.

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FCT that is an FAA employee's duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

B. Roles and responsibilities of the Airport Sponsor.

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

IV. BENEFIT/COST RATIOS CONSIDERATION

Current procedures require FAA to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

V. SUPPLEMENTAL HOURS

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

VI. POINTS OF CONTACT

Airport Sponsor

FCT Program Implementation Manager

FCT Program Manager

VII. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VIII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the

termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

IX. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations- Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law. *(If necessary, Airport Sponsor may insert a description of any State laws that apply here.)*

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

XIII. LEGAL AUTHORITY

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(I) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOU.

XVI. FUNDING

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

XVII. CONSTRUCTION

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated airport sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:	
<u>Airport Sponsor</u>	Federal Aviation Administration
BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

MAY 2 3 2012 BY:

TOWER OPERATING AGREEMENT BETWEEN

FEDERAL AVIATION ADMINISTRATION (FAA)

AND

Boca Raton Airport Authority, Boca Raton, FL

ARTICLE I. PARTIES

The parties to this Agreement are the Federal Aviation Administration (FAA) and Boca Raton Airport Authority, Boca Raton Airport (BCT), Boca Raton, FL.

ARTICLE II. SCOPE

A. Purpose:

The purpose of this Tower Operating Agreement ("TOA") between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control tower ("ATCT") services to the Airport Sponsor at Boca Raton Airport located in Boca Raton, FL, and the Airport Sponsor will provide an ATCT. This Agreement replaces and supersedes any prior TOA signed by the parties.

B. Roles and responsibilities of the Parties:

1. Roles and responsibilities of the FAA.

a. The FAA will operate a control tower at the Airport by way of a contract between the FAA and its air traffic control service contractor

b. The FAA will maintain any FAA owned equipment. The equipment will be maintained in accordance with applicable FAA standards and regulations.

2. Roles and responsibilities of the Airport Sponsor.

a. ATCT TOWER. The Airport Sponsor shall provide an airport traffic control tower (ATCT structure meeting all applicable state and local standards, including, but not limited to, applicable building, fire, safety, environmental, or security codes and regulations). The Airport Sponsor further agrees to maintain the ATCT structure in good and tenantable condition throughout the term of the agreement.

b. UTILITIES AND SERVICES. The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas, sewer, janitorial (to include washing tower

cab windows and shades, interior and exterior, when necessary), and the security services necessary for the ongoing operation of Air Traffic Control (ATC) service.

c. EQUIPMENT. The Airport Sponsor shall provide and maintain all Airport Sponsor owned ATC operational equipment located or presently installed in the ATCT to include, ATC and safety equipment, communications equipment, runway lighting equipment, weather reporting equipment, navigational equipment and all wiring and control related to the equipment.

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, but that cannot be placed in operation or otherwise controlled from the ATCT building. Examples include airport lighting, windsock, obstruction lights, rotating beacon, etc.

d. LETTER OF AGREEMENT. The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the contractor's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment or building problems. In accordance with FAA Order 7210.3 (current version), other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, and reporting airport conditions. The FAA encourages The Airport Sponsor and the contractor's local representative assigned to the ATCT to enter into letters of local procedures, agreements or understandings as appropriate. However, the terms and conditions set forth in this agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

Parties are bound by a duty of good faith and best effort in achieving the goals of the Agreement

C. Contributions of the Parties:

- i. The sponsor is aware of the current FAA procedure to recalculate benefit/cost ratios every two years to determine the percentage of funds for which the FAA and the airport are responsible. The FAA provides full funding for sites with a benefit/cost ratio of 1.0 or greater.
- ii. The sponsor is aware that funding from the FAA Contract Tower Program is provided for contract ATC services only.

D. Type of Agreement:

This TOA is an Other Transaction Agreement. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.

ARTICLE III. EFFECTIVE DATE and TERM

The effective date of this TOA is the date on which it has been signed by the appropriate representatives for both The FAA and the Airport Sponsor. This Agreement shall automatically renew annually on the effective date unless terminated by the parties in writing, as provided herein.

ARTICLE IV. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE V. POINTS OF CONTACT

Airport Sponsor

FAA Program Manager

Thomas R. Jones, PMP Manager - Contract Tower and Weather Group ATO-T Terminal Safety and Operations Support Federal Aviation Administration 600 Independence Ave, S.W. FOB-10B, Room 5E22RS Washington, DC 20003

FAA Contracting Officer

Kathie Petito-Peverall Contracting Officer AAQ-230 Terminal & EnRoute Contracts Division Federal Aviation Administration 800 Independence Ave., SW Washington, DC 20591

ARTICLE VI. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by an FAA Contracting Officer and the [<u>CO identify representative or designee</u>] of the Airport Sponsor. The modification shall cite the subject Agreement, and shall state the exact

nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE VII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this operating agreement, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds that enable the FAA to provide contract ATC services to the public. If adequate annual appropriations are not provided, the FAA may terminate this TOA without penalty.

The FAA agrees that notwithstanding any other provisions of this operating agreement, the Airport Sponsor's ability to provide a tower and related equipment and services provided for in this TOA is contingent upon the appropriation of adequate funds. If adequate appropriations are not provided, the Airport Sponsor may terminate this TOA without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

ARTICLE VIII. CONSTRUCTION OF THE AGREEMENT

This TOA is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE IX. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the Terminal Safety and Operations Support Office Director. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

ARTICLE X. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, its performance of this Agreement to the extent permitted by the law, including but not limited to applicable state laws (*If necessary, Airport Sponsor may insert a description of any State laws that apply here*). The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by The Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE XI. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

ARTICLE XII. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Airport Sponsor BY: TITLE: bluaruis 2012 DATE:

<u>Federal Aviation Administration</u> BY: <u>father Areace</u> TITLE: <u>Contractug</u> Officer DATE: <u>52505</u>



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: February 20, 2019

RE: Board Workshop

AGENDA ITEM – X – A

There was discussion at the January 16th Board Meeting regarding a Board Workshop to be held in the Spring.

Airport Management requests Board input on the proposed agenda topics and suggested dates.