

# BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, June 19, 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, June 19, 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, [www.bocaairport.com](http://www.bocaairport.com) and may also be heard on the radio on 1650 AM.

## I. ROLL CALL

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

## II. APPROVAL OF MINUTES

- A. Consider approval of Minutes for the Regular Meeting of May 15, 2019.
- B. Consider approval of the minutes for the Board Workshop held on June 4, 2019.

## III. AGENDA CHANGES

**IV. ELECTION OF OFFICERS**

- A. Overview of Bylaws regarding Election of Officers – Amy Petrick.
- B. Consider a Motion to elect Officers for the following positions for the Boca Raton Airport Authority.
  - A. Chair
  - B. Vice-Chair
  - C. Secretary & Treasurer

**V. 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.

**VI. CONSENT AGENDA**

**VII. FEDERAL, STATE AND MUNICIPAL INPUT**

**VIII. FINANCIAL REPORT**

- A. Presentation of the May 2019 Financial Report.

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

**IX. TENANT REPORTS AND REQUESTS**

**X. EXECUTIVE DIRECTOR AND STAFF REPORTS**

- A. Noise Abatement/Operations Summary for the month of May 2019.
- B. Atlantic Aviation Lease – Memorandum of Agreement.

Consider Resolution No. 06-06-19 authorizing a Memorandum of Agreement for Building Rent Pursuant to the November 28, 1984 Lease and Operating Agreement Between the Boca Raton Airport Authority, Lessor,

and Atlantic Aviation-Boca Raton LLC ss Successor to Boca Airport, Inc.,  
D/B/A Boca Aviation, Lessee.

- C. Request to approve Public Transportation Grant Agreement for Financial Project No. 44387-1-94-01 with the State of Florida Department of Transportation for Landside Lighting and Signage Replacement at the Boca Raton Airport.

Consider Resolution No. 06-07-19 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Landside Lighting and Signage Replacement at the Boca Raton Airport.

- D. Request to approve Public Transportation Grant Agreement for Financial Project No. 441604-1-94-01 with the State of Florida Department of Transportation for Strategic Business Plan Update at the Boca Raton Airport.

Consider Resolution No. 06-08-19 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Strategic Business Plan Update at the Boca Raton Airport.

- E. Request to approve Public Transportation Grant Agreement for Financial Project No. 445678-1-94-01 with the State of Florida Department of Transportation for Taxiways P5, C P9, and P10 Widening - Design at the Boca Raton Airport.

Consider Resolution No. 06-09-19 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Taxiways P5, C P9, and P10 Widening - Design at the Boca Raton Airport.

- F. Minimum Operating Standards Update.

Consider Resolution No. 06-10-19 of the Boca Raton Airport Authority updating the requirements for Aircraft Rental/Flying Club Operator in the Minimum Operation Standards.

- G. Boca Raton Airport Authority Third Quarter Operating and Financial Performance Report.

## **XI. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS**

## **XII. PUBLIC COMMENT**

**XIII. OTHER BUSINESS**

**XIV. MISCELLANEOUS**

The next meeting is scheduled for July 17, 2019 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

**XV. ADJOURNMENT**

Respectfully Submitted,  
Clara Bennett  
Executive Director



**Boca Raton Airport Authority  
Meeting Minutes  
May 15, 2019  
Boca Raton City Hall – Council Chambers**

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

**BOARD MEMBERS**

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

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman Walker

**STAFF**

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

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, [www.bocaairport.com](http://www.bocaairport.com) and aired on the radio at 1650 AM.

**APPROVAL OF MINUTES**

**A MOTION to approve the minutes of the April 17, 2019 Regular Meeting was made by Mr. Tucker and seconded by Ms. Budd. The Motion was carried unanimously.**

**AGENDA CHANGES**

There were no agenda changes.

**CONSENT AGENDA**

There were no items on the consent agenda.

## **FEDERAL, STATE AND MUNICIPAL INPUT**

There was no Federal, State or Municipal Input.

## **PUBLIC REQUESTS**

There were no public requests.

## **FINANCIAL REPORT**

Ms. Camilo presented the Financial Report for April 2019.

**A MOTION to approve the Financial Report for April 2019 was made by Mr. Pollack and seconded by Mr. Tucker. The Motion carried unanimously.**

Mr. David Caplivski, Audit Manager, Grau and Associates presented the Audit Report for the fiscal year ending September 30, 2018.

**A MOTION to approve Resolution No. 05-05-19 of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Financial Statements, Schedule of Expenditures of the Federal Awards and State Financial Assistance Projects and the Independent Auditor's Reports for the fiscal year ending September 30, 2018 was made by Mr. Pollack and seconded by Ms. Budd. The Motion carried unanimously.**

Ms. Camilo presented the 2019 Investment Report.

## **TENANT REPORTS AND REQUESTS**

There were no tenant reports or requests.

## **EXECUTIVE DIRECTOR AND STAFF REPORTS**

Mr. Urbanek presented the Noise Abatement/Operations Summary for the month of April 2019.

A discussion ensued.

A recommendation was made to include additional data on the monthly report for Customs and Border Protection activity.

Ms. Landers presented the Airport property insurance policy renewal.

Mr. Alex Blodgett, Blodgett and Associates answered questions regarding the policy.

**A MOTION to approve the Airport property insurance policy renewal was made by Mr. Pollack and seconded by Mr. Tucker. The Motion carried unanimously.**

Ms. Amy Petrick provided a presentation on lease reversion provisions in Airport ground leases.

Ms. Budd recommended the presentation be added to the Boca Raton Airport website.

Mr. Kohut provided an update on the Federal Aviation Administration Metroplex workshop held in April.

Ms. Landers provided an update on the Boca Raton High School NJROTC Student visit to the Airport on May 2, 2019.

Ms. Landers provided information regarding the upcoming event celebrating the 1<sup>st</sup> Anniversary of the US Customs and Border Protection Facility to be held on May 30<sup>th</sup> at the Boca Raton Airport Authority Administration building.

#### **AUTHORITY MEMBERS REQUESTS AND REPORTS**

Mr. Tucker wished everyone a happy and safe Memorial Day holiday.

#### **PUBLIC INPUT**

There was no public input.

#### **OTHER BUSINESS**

There was no other business.

#### **MISCELLANEOUS**

The next regularly scheduled meeting is Wednesday, June 19, 2019 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

#### **ADJOURNMENT**

Meeting adjourned at 7:05 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

**Boca Raton Airport Authority  
Workshop Minutes  
June 4, 2019  
903 NW 35<sup>th</sup> Ave  
Boca Raton, FL 33531  
Boca Raton Airport Administration Building**

The Boca Raton Airport Authority held a Board Workshop on June 4, 2019 at 1:00 P.M. The workshop was open to the public.

**MEMBERS IN ATTENDANCE**

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

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman & Walker

**STAFF IN ATTENDANCE**

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

**Welcome and Introduction**

Mr. Fogel called the meeting to order at 1:00 p.m. and welcomed the attendees.

Ms. Bennett introduced Mr. Ian Leon, who is the 2019 Boca Raton Airport Scholarship and Ken A Day Scholarship recipient.

Mr. Leon thanked the Board for their support.

**I. Presentation on the 75<sup>th</sup> Anniversary of the May 12, 1944 B-34 Crash.**

Chief Tom Wood, Boca Raton Fire Rescue gave a presentation on the history of the B-34 crash that occurred in Boca Raton on May 12, 1944 and the history of the Boca Raton Airport Fire Department.

**2. Update on FAA requirements for drone operations.**

Mr. Kohut provided an update on the new FAA requirements for drone operations.

Mr. Folden inquired as to if the Air Traffic Control Tower had an ADSB system in place. Mr. Kohut responded that there is not related equipment at the Tower at this time. Ms. Bennett added that Airport Management will look into it.

### **3. Noise Abatement Program.**

Mr. Abbott presented an overview and update on the Boca Raton Airport Authority Noise Abatement Program.

Mr. Folden provided suggestions of ways to acquire additional noise concern information from the community.

A discussion ensued. It was the consensus of the Board that Airport Management will continue to explore ways to educate the community about noise issues and to work with the City of Boca Raton regarding disclosure to prospective buyers.

### **4. Update on Customs and Border Protection Facility.**

Mr. Bryan provided highlights from the first year of operations for the Custom and Border Protection Facility.

Ms. Landers provided information regarding the past and present community engagement initiatives to promote the service.

Ms. Camilo provided information regarding the financial results for the first year of operation of the Facility.

Mr. Neil Haynie asked if the facility itself met the needs of the users. Ms. Bennett advised that the facility is accommodating demand per the original design.

### **5. Staff Training and Certifications.**

Ms. Bennett provided information regarding on going training and certifications held by Airport Management.

### **6. Boca Raton Airport Authority Strategic Plan.**

Ms. Budd provided an overview of Strategic Planning and its benefits to the organization.

Ms. Bennett provided insight into the previous Strategic Plan that was completed in 2011 and how it is used by the Airport Authority in establishing the annual budget and business goals.

Mr. Remy Lucette, PMP, CM, Director, Ricondo and Associates provided information regarding the proposed strategic plan that will begin in the Fall 2019.

Mr. Nobles inquired about the cost. Ms. Bennett responded that the budget is \$200,000 however, the actual cost will depend on the elements included in the scope. Mr. Pete Ricondo, P.E., Senior Vice President, Ricondo and Associates, provided examples of various alternatives that would impact the project cost and schedule.

A discussion ensued.

## **7. Board Member comments.**

Mr. Pollack inquired about plans for the four-story building on Atlantic Aviation's leasehold. Ms. Bennett provided information regarding the improvement reversion and stated that Atlantic Aviation intends to continue the operation of the building for office leases.

Mr. Pollack suggested the Board investigate alternate ways to simplify the process for the Executive Director's annual review.

Ms. Budd reminded attendees that everything that is done in relationship to the Boca Raton Airport Authority must be done according to the Sunshine Law.

Ms. Budd thanked Airport Management and felt the Strategic Planning presentation was a great introduction for the upcoming project.

Mr. Nau echoed Ms. Budd's comments.

Mr. Fogel agreed it was a very good and productive workshop.

## **8. Public Comment**

Mr. Neil Haynie thanked everyone for a good workshop.

## **ADJOURNMENT**

Meeting adjourned at 3:37 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date



# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: June 19, 2019  
RE: **Financial Report – May 2019**

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## **AGENDA ITEM – VIII – A**

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the eight months ending May 30, 2019.

Total Operating Revenues as of May 31, 2019 were \$3,291,688 an increase of \$542,071 or 19.7% to budget. This increase in revenue year to date is attributable to an increase in Customs Facility and Fuel Flowage Revenue.

Total Non-Operating Revenues and Capital Contributions as of May 31, 2019 were \$988,691.

Total Operating Expenses as of May 31, 2019 were \$1,745,803 a decrease of \$378,168 or 17.8% compared to budget. Significant variances in expenses compared to budget for the eight months ending May 31, 2019 are as follows:

- Customs Facility expenditures are down \$56,964 or 26.9% to budget, primarily due to onetime expenses anticipated later in the year and officer overtime expenditures incurred year to date not yet invoiced.
- Project expenditures are down \$291,886 or 86.3% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$58,291 or 49.0% 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.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
GENERAL	\$ 2,517	\$ 1,196	\$ 650	\$ 858	\$ 5,642	\$ 5,675	\$ 6,809	\$ 5,076	\$ -	.	\$ -	\$ -	\$ 28,422
BOARD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156
CUSTOMS	\$ 1,300	\$ 1,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,855

Total Capital Expenditures as of May 31, 2019 were \$1,343,175. The majority of Capital Expenditures were attributable to Task 41 – Security Enhancements, Task 47 – Access Road Improvements, and Task 56 – Airfield Pavement Rejuvenator of the Capital Improvement Program. Of the total \$1,343,175 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 Eight Months Ending May 31, 2019**  
(unaudited)

**Summary Results**

	FY 2019 Annual Budget	FY 2019 May Actual	FY 2019 May Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 4,124,425	\$ 3,291,688	\$ 2,749,616	\$ 542,071	19.7%
Operating Expenses	\$ 3,185,957	\$ 1,745,803	\$ 2,123,971	\$ (378,168)	-17.8%
<b>Operating Income/(Loss) before Depreciation</b>	<b>\$ 938,468</b>	<b>\$ 1,545,884</b>	<b>\$ 625,645</b>	<b>\$ 920,239</b>	<b>147.1%</b>
Depreciation	\$ 1,641,650	\$ 1,094,433	\$ 1,094,433	\$ -	0.0%
<b>Net Operating Income/(Loss)</b>	<b>\$ (703,182)</b>	<b>\$ 451,451</b>	<b>\$ (468,788)</b>	<b>\$ 920,239</b>	<b>-196.3%</b>
Non-Operating Revenues	\$ 405,932	\$ 24,480			
<b>Income/(Loss) before Capital Contributions</b>	<b>\$ (297,250)</b>	<b>\$ 475,931</b>			
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ 964,211			
<b>Change in Net Position</b>	<b>\$ 762,750</b>	<b>\$ 1,440,142</b>			



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

**Revenue Summary**

	FY 2019 Annual Budget	FY 2019 May Actual	FY 2019 May Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 3,063,351	\$ 2,109,904	\$ 2,042,234	\$ 67,670	3.3%
Fuel Flowage Fees	\$ 700,000	\$ 642,148	\$ 466,667	\$ 175,481	37.6%
Customs Facility Revenue	\$ 165,000	\$ 382,700	\$ 110,000	\$ 272,700	247.9%
Interest Income	\$ 120,000	\$ 105,233	\$ 80,000	\$ 25,233	31.5%
Other Revenue	\$ 76,074	\$ 51,703	\$ 50,716	\$ 987	1.9%
<b>Total Operating Revenues</b>	<b>\$ 4,124,425</b>	<b>\$ 3,291,688</b>	<b>\$ 2,749,616</b>	<b>\$ 542,071</b>	<b>19.7%</b>
FDOT Grants	\$ 405,932	\$ 24,480			
<b>Non-Operating Revenues</b>	<b>\$ 405,932</b>	<b>\$ 24,480</b>			
FDOT Grants	\$ 910,000	\$ 955,958			
FAA Grants	\$ 150,000	\$ 8,253			
<b>Capital Contributions from State and Federal Grants</b>	<b>\$ 1,060,000</b>	<b>\$ 964,211</b>			



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

**Expense Summary**

	FY 2019 Annual Budget	FY 2019 May Actual	FY 2019 May Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,104,721	\$ 733,052	\$ 736,480	\$ (3,428)	-0.5%
Professional Services	\$ 178,500	\$ 60,709	\$ 119,000	\$ (58,291)	-49.0%
Office Operating Expenses	\$ 248,985	\$ 195,011	\$ 165,990	\$ 29,021	17.5%
Airport Operations	\$ 446,211	\$ 293,092	\$ 297,474	\$ (4,382)	-1.5%
Insurance Expense	\$ 153,147	\$ 106,561	\$ 102,098	\$ 4,463	4.4%
ATCT Facility	\$ 46,800	\$ 32,872	\$ 31,200	\$ 1,671	5.4%
Customs Facility	\$ 317,576	\$ 154,754	\$ 211,718	\$ (56,964)	-26.9%
Marketing & Special Events	\$ 182,602	\$ 123,361	\$ 121,735	\$ 1,627	1.3%
Projects	\$ 507,415	\$ 46,391	\$ 338,277	\$ (291,886)	-86.3%
<b>Total Operating Expenses</b>	<b>\$ 3,185,957</b>	<b>\$ 1,745,803</b>	<b>\$ 2,123,971</b>	<b>\$ (378,168)</b>	<b>-17.8%</b>
Capital Outlay	\$ 62,500	\$ 17,121			
Capital Improvement Program	\$ 1,300,000	\$ 1,326,054			
<b>Total Capital Expenditures</b>	<b>\$ 1,362,500</b>	<b>\$ 1,343,175</b>			



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

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 793,789	Accounts Payable	\$ 120,921
Receivables	\$ 115,483	Due to Other Governments	\$ -
Due From Other Governments	\$ 14,605	Compensated Absences, short-term	\$ 39,264
Money Markets	\$ 1,760,328	Deferred Rent Income	\$ 168,392
Certificates of Deposit	\$ 7,314,403		
Certificates of Deposit, Restricted	\$ 181,551	<b>Total Current Liabilities</b>	<b>\$ 328,576</b>
Other Assets	\$ 131,408		
<b>Total Current Assets</b>	<b>\$ 10,311,567</b>	Non-Current Liabilities	
		Security Deposits	\$ 167,879
Non-Current Assets		Compensated Absences, long-term	\$ -
Rent Receivable	\$ 441,242	<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Capital Assets		<b>Total Liabilities</b>	<b>\$ 496,456</b>
Land	\$ 1,791,886		
Avigation Easements	\$ 4,835,961	Capital	
Project in Progress	\$ 3,421,931	Florida Operations Trust Fund	\$ 267,950
Buildings	\$ 11,526,229	Retained Earnings	\$ 39,087,563
Land Procurement	\$ 955,070	Contributed Capital - Federal	\$ 317,029
Leasehold Improvements	\$ 8,253,726	Contributed Capital - State	\$ 6,430,281
Furniture, Fixtures, and Equipment	\$ 2,759,366	Net Income	\$ 1,440,142
Infrastructure	\$ 24,809,710		
Less Accumulated Depreciation	\$ (21,067,267)	<b>Total Capital</b>	<b>\$ 47,542,965</b>
<b>Total Non-Current Assets</b>	<b>\$ 37,727,854</b>	<b>Total Liabilities &amp; Capital</b>	<b>\$ 48,039,421</b>
<b>Total Assets</b>	<b>\$ 48,039,421</b>		



# Memo

To: Mitchell Fogel, Chair and Authority Members

From: William Urbanek, Operations Coordinator

Date: June 19, 2019

RE: **Operations and Noise Abatement Report, May 2019**

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## **AGENDA ITEM – X- A**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of May. This report is derived from the Air Traffic Control Tower operations report.

During the month of May 2019 there were 7,437 operations reported by the Tower, which is a 28% increase over the operations reported in May 2018.

Deliveries of Jet A fuel to the Airport in May were 12% more than May of the previous year. Avgas deliveries were 88% more than in May 2018.

There were noise calls made by 6 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 121 aircraft cleared Customs from 17 different countries. Two vessels cleared. There were 24 afterhours clearings. Of these flights, 14 cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT



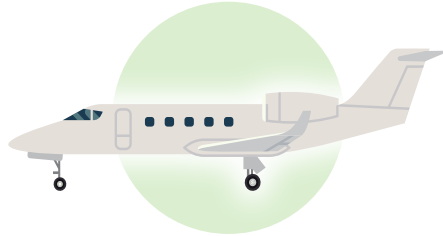
MAY  
**2019**

# MAY 2019 OPERATIONS REPORT



**44%**

**TRAINING**



**26%**

**IFR**

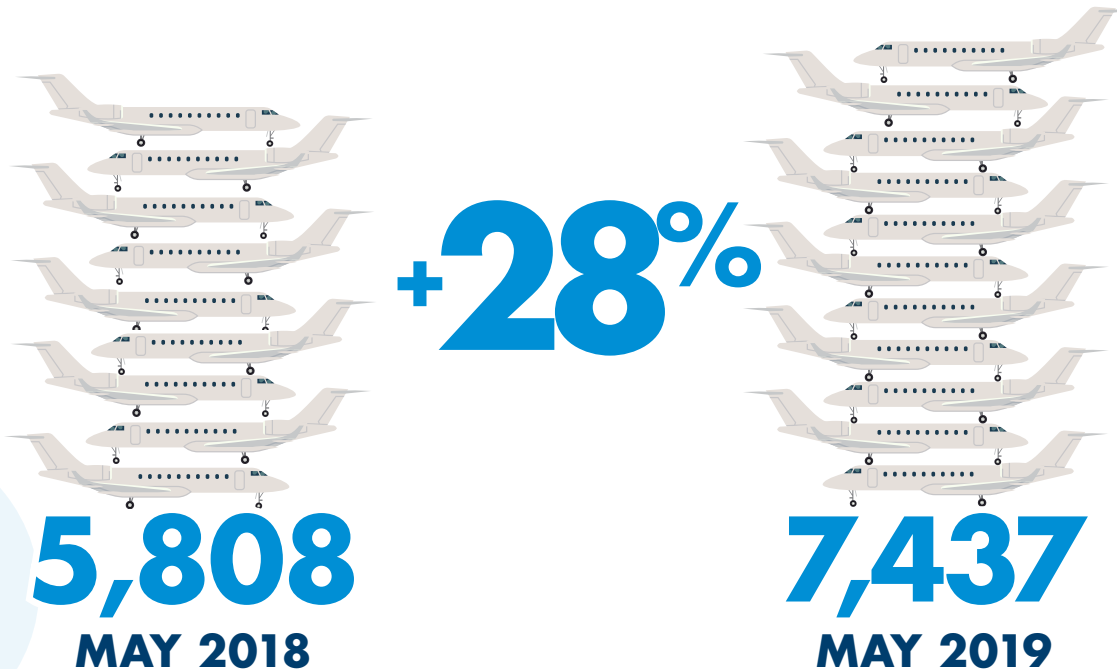


**30%**

**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.



## TOWER OPERATIONS

**1 PLANE = 650 OPERATIONS**

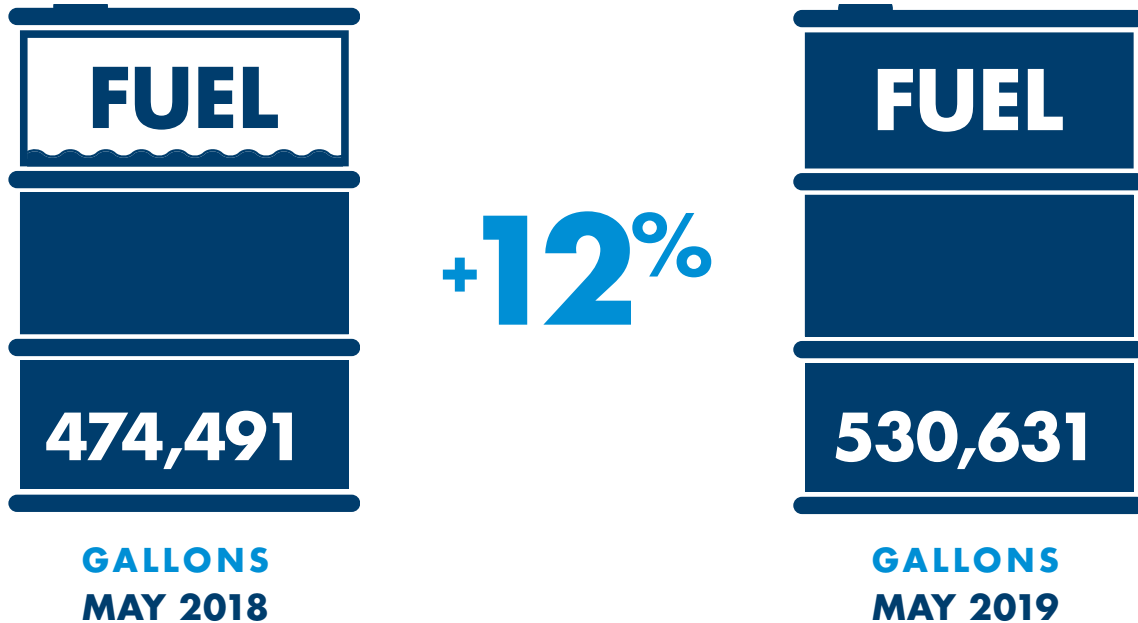
**Chart 2:** May 2018 operations compared to May 2019 tower operations.

### 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.*

MAY 2019

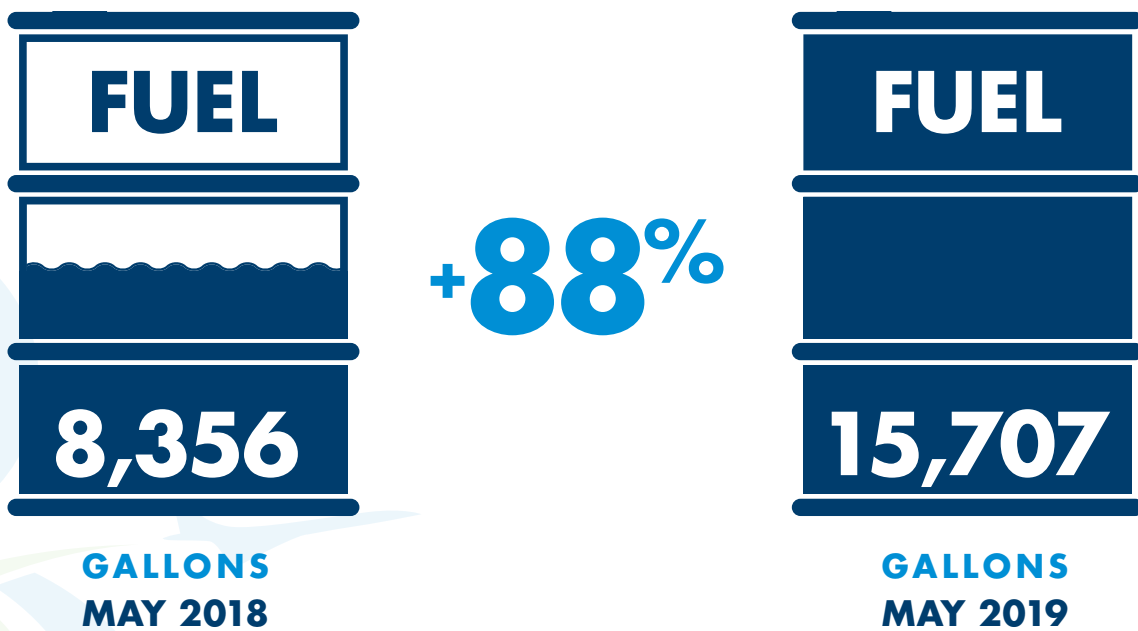
# OPERATIONS REPORT



## JET A FUEL REPORT

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

**Chart 3:** Month of May 2018 deliveries of Jet A in gallons compared to May 2019 deliveries of Jet A.



## AVGAS FUEL REPORT

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

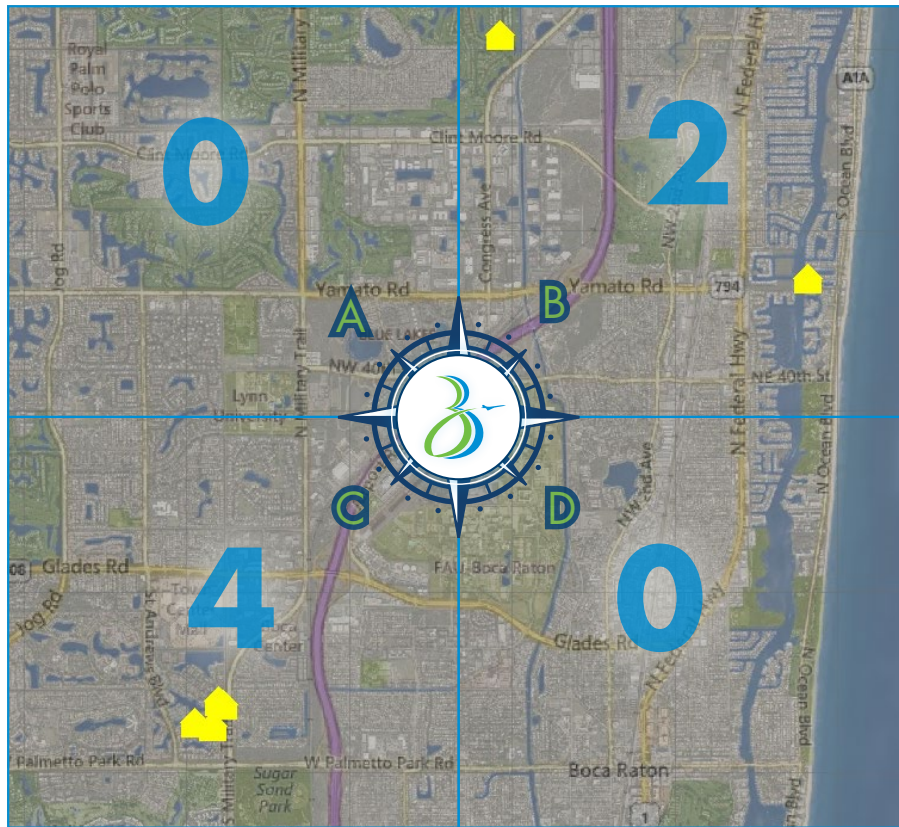
**Chart 4:** Month of May 2018 deliveries of Avgas in gallons compared to May 2019 deliveries of Avgas.



MAY 2019

# NOISE ABATEMENT REPORT

## NOISE CONCERNS BY HOUSEHOLD PER QUADRANT

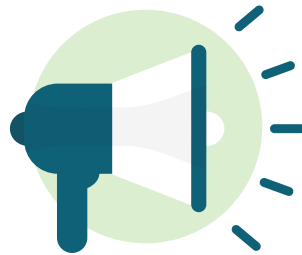


**Chart 5:** Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



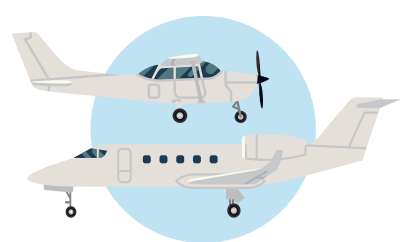
0%

TFR



1%

NOISE



99%

TRAFFIC

TYPE OF CONCERN

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

MAY 2019

# NOISE ABATEMENT REPORT

NOT FOLLOWING **VOLUNTARY**

CURFEW PROCEDURES

**80**  
**OPERATIONS**



**0%**

**DURING TFR**

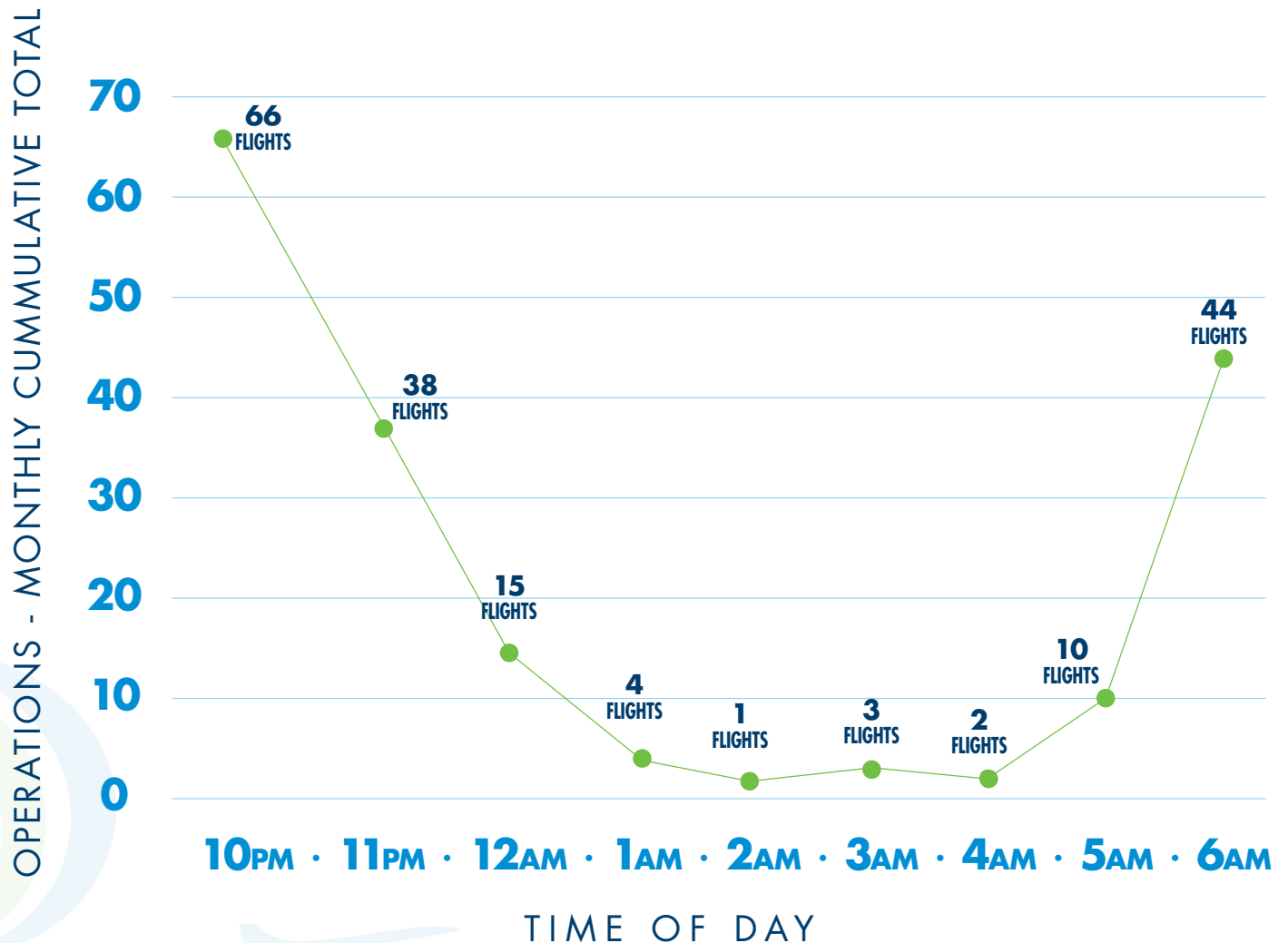
**0 OUT OF 80**

**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.

MAY 2019

# NOISE ABATEMENT REPORT

## NIGHT OPERATIONS BY HOUR



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

MAY 2019

# NOISE ABATEMENT REPORT

## NOISE ABATEMENT CALLS

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Concern	TFR Related	Calls Received
Ross	Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	No	215
Wolf	Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	No	153
Adam	Cogley	Wimbledon Villas	C	N/A	N/A	Low and Loud	No	30
Arash	Rahi	Wimbledon Villas	C	N/A	N/A	Low and Loud	No	4
Peter	Pinter	N/A	B	D	5	Low and Loud	No	3
Catherine	Wolff	N/A	B	O	N/A	Helicopter	No	1

MAY 2019

# CUSTOMS OPERATIONS REPORT



**FLIGHTS &  
OPERATIONS**



**PASSENGERS**

**Charts 9 & 10:** Total operations ran and total passengers during the month of May 2019.

MAY 2019

# CUSTOMS OPERATIONS REPORT



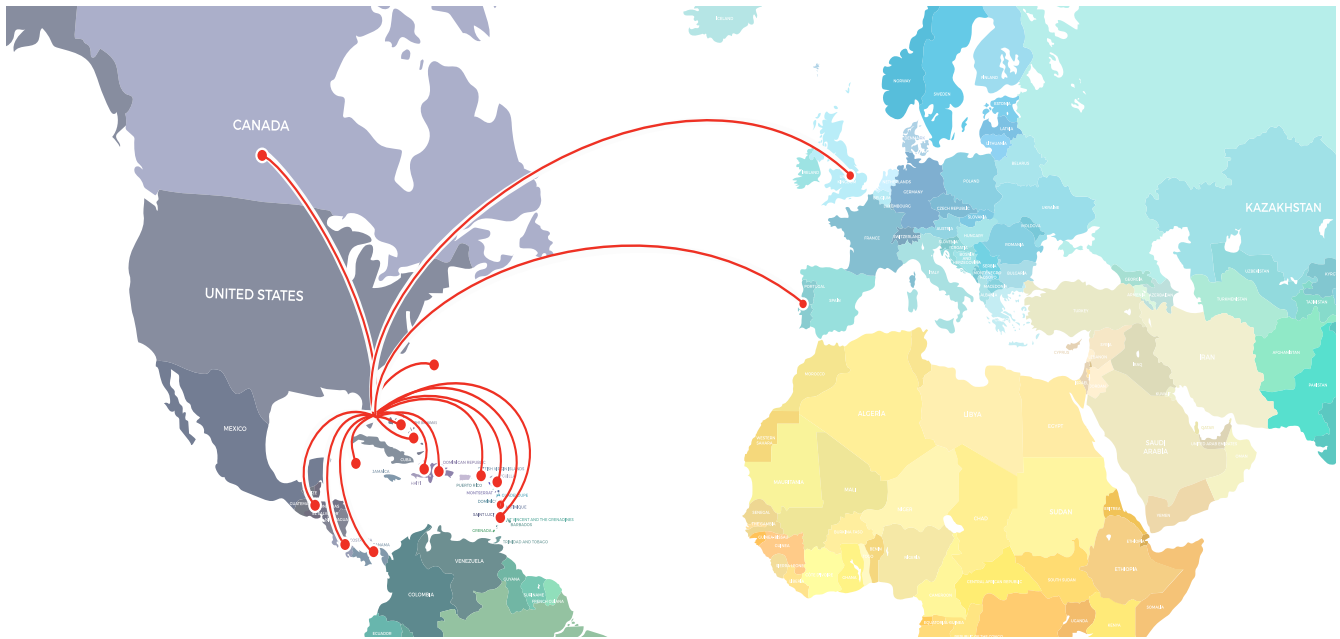
**VESSELS**



**PASSENGERS**

**Charts 11 & 12:** Total operations ran and total passengers during the month of May 2019.

# CUSTOMS OPERATIONS REPORT

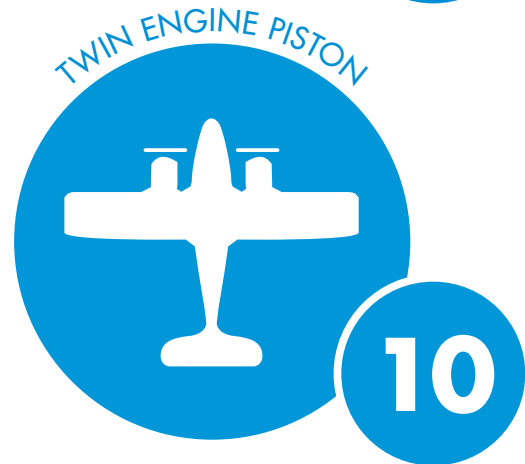


Country	No. of Flights
Bahamas	89
Canada	11
Dominican Rep.	1
Cayman Islands	2
St. Marteen	1
Haiti	1
Turks and Caicos	1
Portugal	2
Costa Rica	1
Anguilla	2
England	1
St. Thomas	2
St. Lucia	1
Bermuda	2
St. Kitts	2
Guatemala	1
Panama	1

BOCA RATON AIRPORT - CUSTOMS OPERATIONS REPORT

MAY 2019

# CUSTOMS OPERATIONS REPORT



**Charts 14:** Total operations by type of aircraft.



MAY 2019

# CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

24  
CLEARINGS



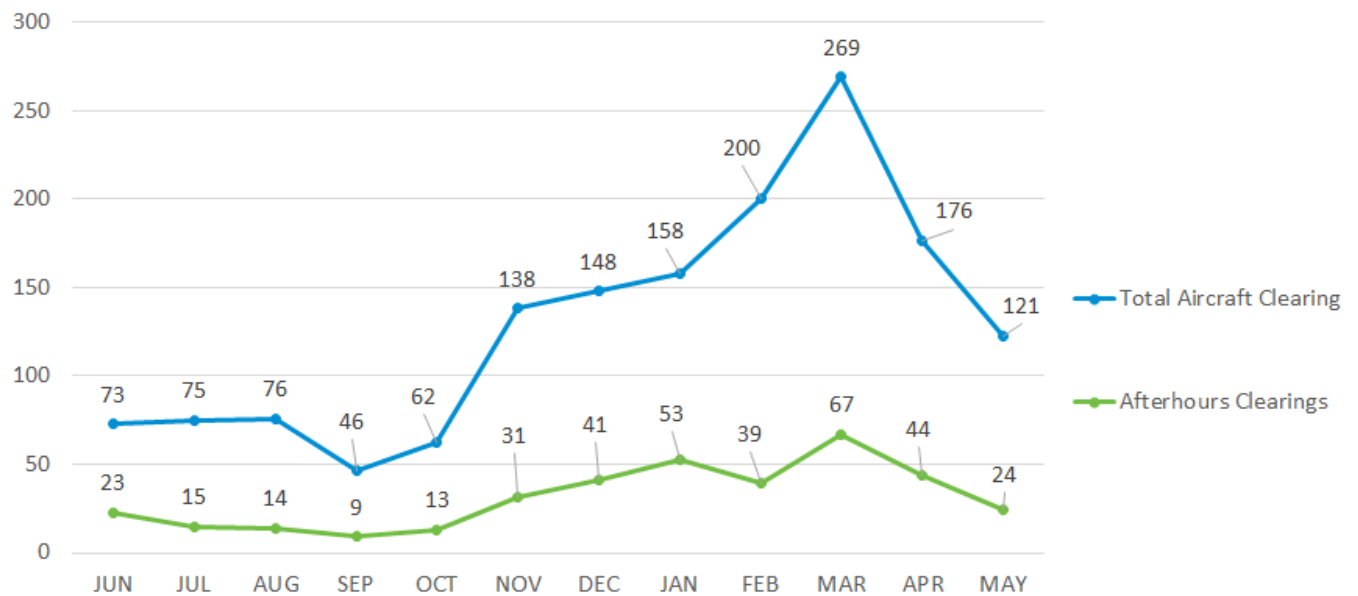
3 OUT OF 24  
DURING **VOLUNTARY CURFEW**

**Chart 15:** 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.

MAY 2019

# CUSTOMS OPERATIONS REPORT

## Operational Highlights





# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Clara Bennett, Executive Director  
Date: June 19, 2019  
RE: **Atlantic Aviation Lease – Memorandum of Agreement**

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## **AGENDA ITEM – X – B**

Atlantic Aviation leases approximately 42 acres of aviation and non-aviation property at Boca Raton Airport through a Lease and Operating Agreement dated November 28, 1984 assigned by Boca Aviation to Atlantic Aviation.

Pursuant to the Seventh Amendment to the Lease, ownership of all structures existing or built as of May 20, 1993 reverts to the Authority on June 30, 2019. Ownership of all structures and improvements built after May 30, 1993 reverts to the Airport Authority on June 30, 2033, the end of the lease term.

The buildings for which title reverts are the 3700 Building totaling approximately 28,000 square feet, a portion of which is used for Atlantic's FBO operation with the remainder used for commercial office leases; six hangar buildings totaling approximately 80,000 square feet; a storage hangar totaling approximately 3,600 square feet; and the Lynn University Flight School Building totaling approximately 2,725 square feet.

The Seventh Amendment requires Atlantic and the Airport Authority to negotiate in good faith for the rent that is to be paid from July 1, 2019 through the termination of the lease. All other lease terms remain the same. The parties have concluded the negotiation and have agreed to the rents for the reverted buildings, per the attached Memorandum of Agreement. The rents were established with an MAI appraiser working on behalf of the Airport Authority and reflect current fair market value for comparable property at other South Florida airports. The FAA has reviewed the rents and has no objection.

Per the Memorandum of Agreement, Atlantic will pay an annual rent of \$300,000 for the 3700 Building beginning on July 1, 2019. This annual amount represents approximately

40% of the gross receipts currently collected for the building. The rent will increase by 3% starting on July 1, 2020 and on each anniversary date thereafter through 2033.

Atlantic proposes to make necessary improvements to the 3700 Building including but not limited to ADA and life safety cures, common area upgrades, parking lot resealing and striping, building weatherproofing and painting, and landscape and fence enhancements. Atlantic will provide the Executive Director with a detailed Scope of Work within 90 days of the reversion and will begin the work by October 1, 2019. Atlantic will be eligible up to \$500,000 in building rent credits for these improvements to commence after acceptance by BRAA of the completed work. Rent credits will not exceed 50% of the minimum annual building rent and will be available for work completed by December 31, 2021.

Atlantic Aviation will pay \$7.50 per square foot for each of the hangars and the flight school building starting on July 1, 2019. The rent will increase by 3% starting on July 1, 2020 and on each anniversary date thereafter through 2033.

Within 90 days of the reversion, Atlantic Aviation will provide a building assessment for each hangar building and the flight school to identify the need for repairs resulting from any damage or deferred maintenance, and for building improvements to meet ADA and life safety requirements. The cost of performing the assessments and effecting the necessary repairs shall be borne solely by Atlantic.

Atlantic retains responsibility for all expenses related to the operation, maintenance or repair of all reverted buildings. Atlantic will also maintain insurance covering 100% of the replacement cost for all reverted buildings, with the Airport Authority listed as loss payee.

Airport Management recommends approval of Resolution Number 06-06-19 authorizing a Memorandum of Agreement with Atlantic Aviation pursuant to the November 28, 1984 Lease and Operating Agreement between the Boca Raton Airport Authority and Atlantic Aviation-Boca Raton LCC as Successor to Boca Airport, Inc., D/B/A Boca Aviation.

## **BOCA RATON AIRPORT AUTHORITY**

### **RESOLUTION 06-06-19**

**A Resolution of the Boca Raton Airport Authority authorizing a Memorandum of Agreement with Atlantic Aviation pursuant to the November 28, 1984 Lease and Operating Agreement between the Boca Raton Airport Authority and Atlantic Aviation – Boca Raton LCC as Successor to Boca Airport, Inc., D/B/A Boca Aviation.**

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

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

**WHEREAS**, on February 14, 2014, Atlantic Aviation FBO Inc. (“Atlantic FBO”), entered into an Asset Purchase Agreement with Boca Aviation, South Hangars, Ltd., and Town Oaks, Inc. to purchase substantially all of their assets used in connection with the fixed based operation run by Boca Aviation (the “Asset Purchase Transaction”);

**WHEREAS**, on February 18, 2014, Boca Aviation requested the Authority’s consent to assignment of the Boca Aviation Lease to a single purpose entity to be formed by Atlantic FBO (the “Request”);

**WHEREAS**, on or about February 18, 2014, Atlantic FBO formed Atlantic Aviation – Boca Raton, LLC, a Delaware limited liability company (“Atlantic Aviation – Boca Raton”), wholly owned by Atlantic Aviation – Florida, Inc., a Delaware corporation, and designated it to become the assignee of the Boca Aviation Lease;

**WHEREAS**, to effectuate the assignment, on March 19, 2014 the Authority authorized a Consent and Recognition Agreement among Boca Aviation, Atlantic FBO, Atlantic Aviation – Boca Raton and the Authority, subject to certain conditions, pursuant to Resolution No. 03-14-14;

**WHEREAS**, Section 6, Article V, Section 6, of the November 28, 1984, Lease agreement provides that ownership of all structures existing or built during the lease term reverts to the Authority upon the expiration of the initial twenty-five year term of the Lease (June 30, 2009), free and clear of all encumbrances (the “Reversion”);

**WHEREAS**, the Seventh Amendment to the Lease, executed on May 20, 1993 extended the date of Reversion to June 30, 2019 for structures existing as of May 20, 1993 and required the parties to negotiate the rent that is to be paid from July 1, 2019 through the remaining lease term, in accordance with terms, conditions and policies of the Authority in effect at the time of negotiations,

**WHEREAS**, the parties have agreed to the rental terms for the buildings that are subject to the Reversion and the Federal Aviation Administration (FAA) has reviewed the rental terms and interposes no objections;

**WHEREAS**, the Authority has determined that it is in the best interest of the Airport to enter into a Memorandum of Agreement with Atlantic Aviation – Boca Raton relative to the Reversion,

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19th DAY OF JUNE 2019, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby agrees to the terms of the Reversion as agreed to in the Memorandum of Agreement with Atlantic Aviation – Boca Raton LLC.**
- 3. The Authority hereby approves the Memorandum of Agreement with Atlantic Aviation – Boca Raton LLC and authorizes the Chair or Vice-Chair to execute it on the Authority's behalf, subject to the Conditions.**
- 4. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary and prudent to effectuate the intent of this Resolution Number 06-06-19.**
- 5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 06-06-19.**

**ADOPTED by the Boca Raton Airport Authority, this 19<sup>th</sup> day of June 2019.**

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY**

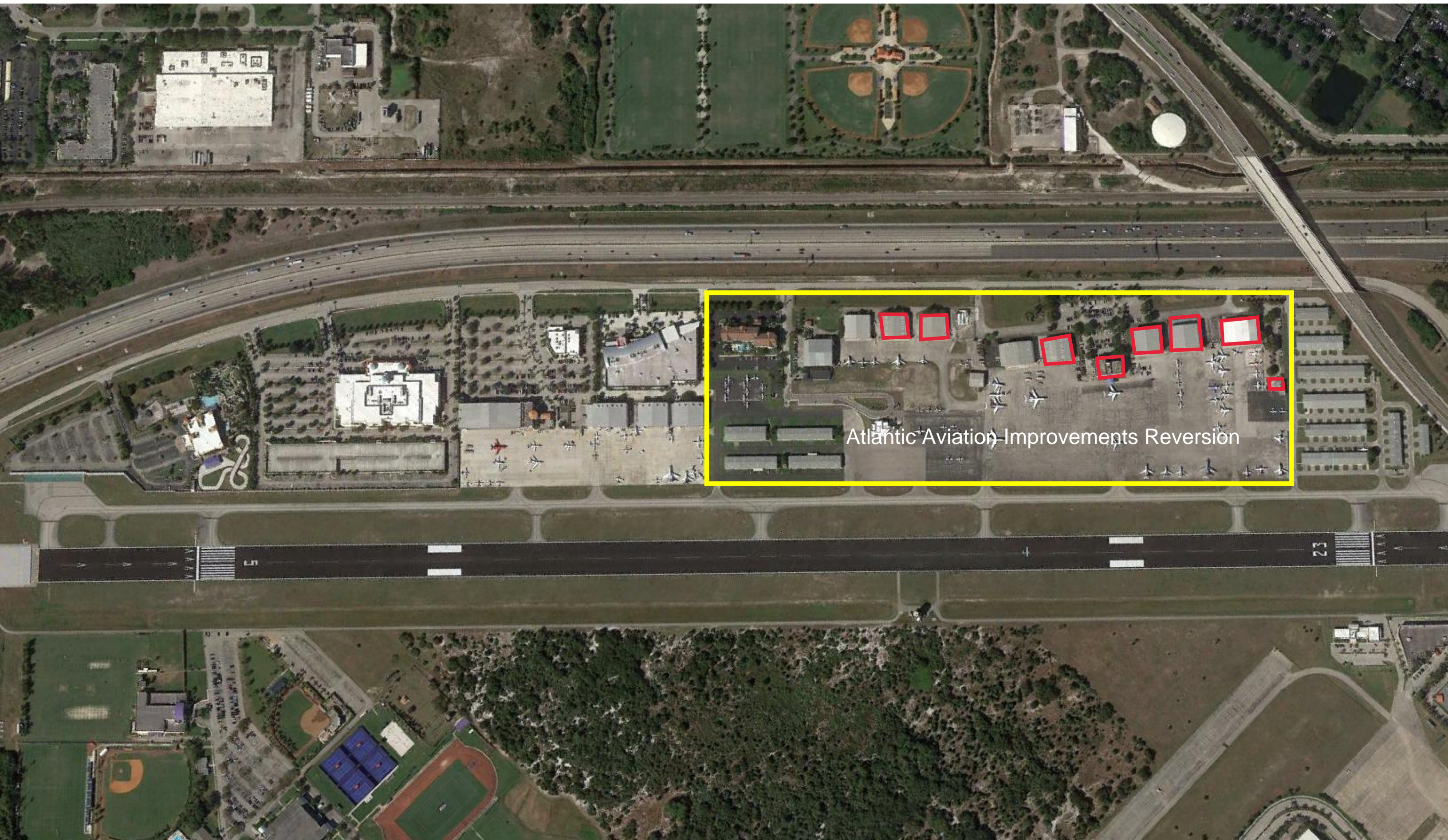
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**Secretary & Treasurer**

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**Chair**





Atlantic Aviation Improvements Reversion



**MEMORANDUM OF AGREEMENT FOR BUILDING RENT PURSUANT TO  
THE NOVEMBER 28, 1984 LEASE AND OPERATING AGREEMENT BETWEEN THE  
BOCA RATON AIRPORT AUTHORITY, LESSOR,  
AND ATLANTIC AVIATION-BOCA RATON LLC AS SUCCESSOR TO  
BOCA AIRPORT, INC., D/B/A BOCA AVIATION, LESSEE**

THIS MEMORANDUM OF AGREEMENT (“the Agreement”) agreed upon pursuant to the terms of the Lease and Operating Agreement, dated November 28, 1984, as amended, (“the Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the BOCA RATON AIRPORT AUTHORITY, a body politic and corporate, organized under the laws of the State of Florida, and having offices at 903 NW 35<sup>th</sup> Street, Boca Raton, FL 33431, (“the Authority”), and ATLANTIC AVIATION-BOCA RATON LLC, a Delaware Limited Liability Company (“Atlantic”), the successor-in-interest to Boca Raton Airport, Inc., d/b/a Boca Aviation, Lessee;

**RECITALS**

**WHEREAS**, on November 28, 1984, the Authority entered into a Lease and Operating Agreement with Boca Airport, Inc., d/b/a Boca Aviation for the lease and improvement of premises more particularly described therein and modified in subsequent amendments to the Lease (“the Leased Premises”); and

**WHEREAS**, Atlantic assumed the Lease and the Authority consented to the assignment of the Lease to Atlantic in 2014; and

**WHEREAS**, the parties have agreed to amend the Lease twenty-two (22) times; and

**WHEREAS**, Article V, Section 6, of the Lease provides that ownership of all structures existing or built during the lease term reverts to the Authority upon the expiration of the initial twenty-five year term of the Lease (June 30, 2009), free and clear of all encumbrances; and



**WHEREAS**, the parties agreed in the Seventh Amendment to the Lease, executed by the parties on May 20, 1993 (the “Seventh Amendment”), to extend the date of reversion to June 30, 2019 for structures existing as of May 20, 1993; and

**WHEREAS**, the parties agreed in the Seventh Amendment to extend the date of reversion to June 30, 2033 for all structures and improvements placed upon the entire leasehold after May 20, 1993; and

**WHEREAS**, the Seventh Amendment requires the parties to negotiate in good faith for the rent that is to be paid from July 1, 2019 through June 30, 2033, and that the rent shall be in accordance with the terms, conditions and policies of Lessor in effect at the time of the negotiations and shall be no less than the rent being paid by “Lessee” in the year 2018, and no less than the rent being paid for similar property and uses by any other FBO lease at the Airport; and

**WHEREAS**, the parties have agreed to the rental terms provided herein for the buildings that are subject to the June 30, 2019 reversion;

**NOW THEREFORE**, for and in consideration of the premises and covenants herein contained, the mutuality and sufficiency of which is expressly acknowledged by the parties, and of the terms and conditions herein set forth, the parties do hereby agree to the following terms and provisions, pursuant to the Lease, as follows:

1. **The Reverted Buildings.** The buildings for which title reverts on June 30, 2019 shall be referred to herein as “the Reverted Buildings.” Attachment A to this Agreement lists the Reverted Buildings, their respective square footage, and their approximate locations within the Leased Premises.

- a. **Office Building.** The parties agree that Atlantic will lease the “Office Building” for the remainder of the Lease term. Atlantic will use a portion of the Office

Building for its Fixed Base Operation (“FBO”) terminal and shall use commercially reasonable efforts to sublease the remaining portions of the Office Building to tenants on an annual basis for office use. Atlantic shall ensure that at all times at least Fifty One percent (51%) of the square footage of the leasable space of the Office Building is used for aeronautical-related uses, in accordance with the Lease.

2. **Building Rent.** The rent for the Reverted Buildings shall be referred to as “Building Rent” and is separate and distinct from other forms of rent payable under the terms of the Lease, the payment obligations for which remain unchanged by this Agreement. The Building Rent shall be calculated as follows:

- a. **The Office Building.** Annual rent for the approximately 28,000 square foot building identified on Attachment A as “the Office Building” shall be Three Hundred Thousand Dollars (\$300,000.00) for the first year of this Agreement. The rent shall be paid in equal monthly installments on the first day of each month, commencing July 1, 2019. The annual rent for the Office Building shall increase by three percent (3%) on July 1, 2020, and each annual anniversary thereafter.
- b. **Hangar Buildings.** Annual rent for the Hangar Buildings, which are Buildings numbered 1 through 7, the “Blue” building, and the “Lynn” building, as identified on Attachment A, shall be calculated at a rate of Seven Dollars and Fifty Cents (\$7.50) per square foot for each building for the first year of this Agreement. The rent shall be paid in equal monthly installments on the first day of each month, commencing July 1, 2019. The Annual Rent for the Hangar Buildings shall

increase three percent (3%) on July 1, 2020, and each annual anniversary thereafter.

3. **Maintenance.** The parties acknowledge that this Agreement regarding Building Rent for the Reverted Buildings is made between the parties based on the “as is” condition of the Reverted Buildings. The Authority bears no responsibility to repair, maintain or upgrade the condition of the Reverted Buildings once title to the Reverted Buildings has reverted to the Authority. Atlantic expressly agrees that it will bear the obligation for all expenses relating to the maintenance and repair of the Reverted Buildings from June 30, 2019 through the end of the Lease term. Atlantic agrees to maintain the Reverted Buildings in good repair and condition through the end of the Lease term. Maintenance responsibilities include, without limitation, the maintenance and repair of the grounds, which includes the paved and landscaped areas for each building.

4. **Insurance.** Atlantic shall obtain an insurance policy providing for one hundred percent (100%) replacement cost insurance coverage for the Reverted Buildings with reasonable deductibles, for which Atlantic will be financially responsible to pay in the event of a loss (“the Property Policy”). The Authority shall be listed as a loss payee on all insurance policies obtained on the Reverted Buildings, including without limitation the Property Policy.

- a. The insurance coverages provided herein are in addition to the insurance coverage requirements set forth in the Lease, as amended, and in the Authority’s Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport, as may be amended from time to time, to which Atlantic expressly agrees to provide.

5. **Building Rent Credits for Improvements.** The parties agree that the Authority will grant the following Building Rent Credits for building improvements caused to be performed by Atlantic:

- a. **Office Building Rent Credits.** The Authority will grant Atlantic up to Five Hundred Thousand Dollars (\$500,000.00) of rental credit for building improvements to the Office Building and surrounding grounds. Atlantic shall provide the Executive Director of the Authority with a detailed Scope of Work for building improvements to the Office Building within ninety (90) days of reversion. Work shall commence no later than October 1, 2019.
  - i. Building improvements eligible for Office Building Rent Credits include, but are not limited to, upgrades to the Office Building common areas, ADA and life safety improvements or repairs, resealing and/or restriping parking lot areas; weather-proofing and/or painting the Building, improvements to the landscaping; and the installation of additional fencing.
  - ii. In order to granted Office Building Rent Credits, Atlantic must receive authorization from the Executive Director of the Authority before the improvements commence. Work must be performed to a first-class standard, in a workmanlike manner, and with all necessary permits. Atlantic shall provide the Authority with a copy of all permits obtained and with documentation of the amounts expended to perform the improvement before the Office Building Rent Credit shall be issued.
  - iii. Office Building Rent Credits shall be available for work performed during the period from July 1, 2019, to December 31, 2021.

- iv. Notwithstanding any other provision in this Agreement, Office Building Rent Credits shall not exceed fifty percent (50%) of the annual Office Building Rent for any year during which Office Building Rent Credit is available.
- 6. **Hangar Building Assessment.** Atlantic shall provide the Authority with a building assessment for each building to identify the need for repairs resulting from any damage or deferred maintenance and/or repairs, as well as the need for building improvements to meet the requirements of the Americans with Disabilities Act (ADA) and life safety requirements of the Florida Building Code. The building assessments shall be provided within ninety (90) days of the effective date of this Agreement. The cost of performing the building assessments shall be borne solely by Atlantic.
- 7. **Hangar Building Improvements.** Improvements identified as necessary in the building assessments shall be performed by Atlantic at its sole cost and shall commence by May 1, 2020.
- 8. **Termination of Rent for Demolition.** If the building assessment reflects that the BLUE building or the LYNN building should be demolished and rebuilt, in order to become ADA and life safety code compliant, Atlantic may request and the Authority may agree to consider terminating building rent to allow for demolition and reconstruction. The Authority is only required to consider terminating the building rent, where such demolition and reconstruction costs exceed \$500,000 for each building, and where replacement occurs within eighteen (18) months of the date of demolition.

9. **Ratification.** All terms and conditions of the Lease, as amended, including the twenty-two (22) prior amendments, except as expressly modified herein by this Agreement, are hereby ratified and confirmed, and shall remain in full force and effect.

**IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties do execute this Agreement and have caused their official seals to be affixed by the hands of their proper officers on the day and year first above written.

**“the Authority”**

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY**  
A body politic and corporate created under  
Chapter 2004-468, Laws of Florida

\_\_\_\_\_  
**Secretary**

BY: \_\_\_\_\_  
Name:  
Title:

CONFIRMED AS TO  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Lewis Longman & Walker, P.A.

**“Atlantic”**

**ATTEST:**

**ATLANTIC AVIATION-BOCA RATON LLC**  
A Delaware Limited Liability Company

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Name: Louis T. Pepper

Title: CEO and President

ATTACHMENT A

Reverted Building	Building Square Footage
1	17,000
2	15,000
3	12,000
4	12,000
6	12,000
7	12,000
BLUE	3,600
Lynn	2,725
3700 Building	28,000



[Airport Layout Plan]



# Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: June 19, 2019

RE: **Public Transportation Grant Agreement – Landside Lighting and Signage Replacement**

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## **AGENDA ITEM – X – C**

The Florida Department of Transportation has offered a Public Transportation Grant Agreement (PTGA) for Landside Lighting and Signage Replacement. This work will be included in the multi-phase project to improve Airport Road and includes replacing the aged lighting poles, fixtures and signage systems to preserve the safe movement of vehicles and pedestrians traversing this area.

The scope of work includes planning, programming, design, construction and administrative support services needed to replace and upgrade the existing landside lighting systems and roadway signage that provide wayfinding along the landside areas of the airport for tenants and visitors. The estimated total cost of this phase of the overall project is \$500,000. The PTGA is for 80% if the eligible project costs not to exceed \$400,000. The Airport Authority's share totaling 20% or \$100,000 is included in the 2019 Capital Improvement Plan budget.

Airport Management recommends approval of Resolution Number 06-07-19 authorizing a Public Transportation Grant Agreement with the State of Florida Department of Transportation for Landside Lighting and Signage Replacement.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 06-07-19**

**A Resolution of the Boca Raton Airport Authority approving a Public Transportation Grant Agreement with the State of Florida Department of Transportation (FDOT) for Landside Lighting and Signage Improvements**

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

**WHEREAS**, the Authority wishes to provide ground transportation and access improvements to various existing facilities throughout the Airport and to construct improvements;

**WHEREAS**, this project will allow for replacement of aged lighting poles, fixtures and signage systems to preserve the safe movement of vehicles and pedestrians traversing this area;

**WHEREAS**, the Authority desires to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 443871-1-94-01 (the "Agreement") for Landside Lighting and Signage Replacement (the "Project"), which is attached hereto as Exhibit A, in order to initiate this project;

**WHEREAS**, under the Agreement, FDOT's total participation is limited to \$400,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$100,000, 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 19<sup>th</sup> DAY OF JUNE 2019, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the Grant Agreement and authorizes the Chair or Vice-Chair to execute the agreement on its behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 06-07-19.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 06-07-19.**

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of June 2019.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**Secretary & Treasurer**

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**Chair**

# PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088719
443871-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF592205856001
Contract Number:	Federal Award Date:	N/A		
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

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

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

**9. Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

- a. The estimated total cost of the Project is \$500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$400,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

\_\_\_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

**Federal Funded:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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 “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto: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,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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](mailto: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](mailto: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](mailto: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.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**18. Indemnification and Insurance:**

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**19. Miscellaneous:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Boca Raton Airport  
Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Stacy L. Miller, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Landside Lighting and Signage Replacement

**B. Project Location** (limits, city, county, map): Boca Raton Airport/Boca Raton, FL/Palm Beach

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Landside Lighting and Signage Replacement: As required by 215.971, F.S., this scope of work includes but is not limited to planning, programming, design, construction and administrative support services needed to replace and upgrade the existing landside lighting systems and roadway signage that provide wayfinding along the landside areas of the airport for tenants and visitors. Should include an inventory and condition diagnostic for the existing lighting and signage systems. To include consultant and design fees, survey permitting, construction inspection, mobilization and demobilization, maintenance of traffic, signage, light poles, lighting and communications systems (conduits, fixtures, etc.), including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Landside Lighting and Signage Replacement

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
443871-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$400,000
443871-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$100,000
<b>Total Financial Assistance</b>							<b>\$500,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$400,000	\$100,000	\$0	\$500,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$400,000</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$500,000</b>			

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

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

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

Laurie McDermott

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 3/19

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

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

Insert District PIO contract info:

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**NOTICE OF COMPLETION**

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

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

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

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

**11. Public-Private Partnership for Aeronautical Uses.**

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

**12. Economic Nondiscrimination.**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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 project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 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, F.S.
  - 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 shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, 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.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

**a. Project Certifications.** Certify Project compliances, including:

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

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

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

**c. Inspection and Approval.** The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT G**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$400,000

\*The award amount may change with amendments

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: June 19, 2019

RE: **Public Transportation Grant Agreement – Strategic Business Plan Update**

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## **AGENDA ITEM – X – D**

The Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA) for the Strategic Business Plan Update.

The project will provide an update to the Airport Authority's 2011 Strategic Business Plan. This plan has served as a valuable tool for Airport Authority, helping to identify a series of organizational priorities and provide a decision-making framework. The plan has resulted in a more focused set of annual business objectives and increased opportunities for improving the Airport's financial performance.

The scope of work will include Board and stakeholder interaction and coordination, data collection and inventory, environmental scanning, development of strategic objectives, and all labor and incidentals required to develop the project working papers and final documents.

The project budget is \$200,000. The PTGA is for 80% if the eligible project costs not to exceed \$160,000 with the Airport Authority's share totaling 20% or \$40,000.

Airport Management recommends approval of Resolution Number 06-08-19 authorizing a Public Transportation Grant Agreement with the State of Florida Department of Transportation for Strategic Business Plan Update.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 06-08-19**

**A Resolution of the Boca Raton Airport Authority approving a Public Transportation Grant Agreement with the State of Florida Department of Transportation (FDOT) for Strategic Business Plan Update**

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

**WHEREAS**, the Authority wishes to update its 2011 Strategic Business Plan in order to identify current and future priorities for the Airport and provide a decision-making framework;

**WHEREAS**, the Authority desires to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation ("FDOT") for Financial Project No. 441604-1-94-01 (the "Agreement") for Strategic Business Plan Update (the "Project"), which is attached hereto as Exhibit A, in order to initiate this project;

**WHEREAS**, under the Agreement, FDOT's total participation is limited to \$200,000, or up to 80% of eligible project costs, and the Authority's participation is limited to \$40,000, 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 19<sup>th</sup> DAY OF JUNE 2019, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Grant Agreement and authorizes the Chair or Vice-Chair to execute the agreement on its behalf.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 06-08-19.
4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 06-08-19.

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of June 2019.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**Secretary & Treasurer**

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**Chair**

# PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088719
441604-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF592205856001
Contract Number:	Federal Award Date:	N/A		
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. **Project Cost:**

a. The estimated total cost of the Project is \$200,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

- b. The Department agrees to participate in the Project cost up to the maximum amount of \$160,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

**12. Contracts of the Agency:**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT****14. Sale, Transfer, or Disposal of Department-funded Property:**

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

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

**Federal Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto: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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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](mailto: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](mailto: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](mailto: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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**18. Indemnification and Insurance:**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

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

**19. Miscellaneous:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

AGENCY Boca Raton Airport  
Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Stacy L. Miller, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Strategic Business Plan Update

**B. Project Location** (limits, city, county, map): Boca Raton Airport/Boca Raton, FL/Palm Beach

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Strategic Business Plan – Update: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, data acquisition costs, and all labor and incidentals required to develop the project working papers, documents in accordance with The Airport Cooperative Research Program (ACRP) Report 77 – Guidebook for Developing General Aviation Airport Business Plans and the Florida General Aviation Airport Business Plan Guidebook. The strategic business plan will provide the Airport Authority airport with a key airport planning and decision-making tool and provide a structured mechanism to reassess the organization's priorities, values, mission, and vision. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Strategic Business Plan

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 03/19

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441604-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$160,000
441604-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$40,000
<b>Total Financial Assistance</b>							<b>\$200,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$160,000	\$40,000	\$0	\$200,000	80.00	20.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$160,000</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$200,000</b>			

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

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

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

Laurie McDermott

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

**11. Public-Private Partnership for Aeronautical Uses.**

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

**12. Economic Nondiscrimination.**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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 project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 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, F.S.
  - 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 shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, 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.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

**a. Project Certifications.** Certify Project compliances, including:

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

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

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

**c. Inspection and Approval.** The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT G**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$160,000

\*The award amount may change with amendments

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: June 19, 2019  
RE: **Public Transportation Grant Agreement – Taxiways P5, C, P9 and P10  
Widening Design**

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## **AGENDA ITEM – X – E**

The Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA) for Taxiways P5, C, P9 and P10 Widening Design. This is a new project to address a serious issue that has surfaced in the past few months due to the high volume of larger aircraft operating at the Airport, particularly during Presidential TFRs, and instances of aircraft veering off the pavement edge resulting in immobilization of the aircraft and partial shutdown of Taxiway P.

The scope of work includes design, survey and geotechnical work, plans preparation and bid documents for the construction phase of the project. The estimated total cost of this phase is \$95,000. The PTGA is for 80% if the eligible project costs not to exceed \$76,000. The Airport Authority's share totaling 20% or \$19,000 is not included in the 2019 Capital Improvement Plan budget, however, there are sufficient funds in the budget to cover this work.

Airport Management expects to receive a grant offer from FDOT for the construction phase of the project this summer. The estimate for this phase of work is \$650,000, with 80% participation up to \$520,000 from FDOT. The Airport Authority's share of \$130,000 will be included in the 2020 budget.

Airport Management recommends approval of Resolution Number 06-09-19 authorizing a Public Transportation Grant Agreement with the State of Florida Department of Transportation for Taxiways P5, C, P9, and P10 Widening Design.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 06-09-19**

**A Resolution of the Boca Raton Airport Authority approving a Public Transportation Grant Agreement with the State of Florida Department of Transportation (FDOT) for Taxiways P5, C, P9, and P10 Widening – Design**

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

**WHEREAS**, the Authority wishes to address an operational issue that has surfaced due to the high volume of larger aircraft operating at the Airport by widening Taxiways P5, C, P9 and P10;

**WHEREAS**, this project will allow design, survey and geotechnical work, plans preparation and bid documents for the construction phase of the project;

**WHEREAS**, the Authority desires to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation (“FDOT”) for Financial Project No. 445678-1-94-01 (the “Agreement”) for Landside Lighting and Signage Replacement (the “Project”), which is attached hereto as Exhibit A, in order to initiate this project;

**WHEREAS**, under the Agreement, FDOT’s total participation is limited to \$76,000, or up to 80% of eligible project costs, and the Authority’s participation is limited to \$19,000, 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 19<sup>th</sup> DAY OF JUNE 2019, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the Grant Agreement and authorizes the Chair or Vice-Chair to execute the agreement on its behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 06-09-19.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 06-09-19.**

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of June 2019.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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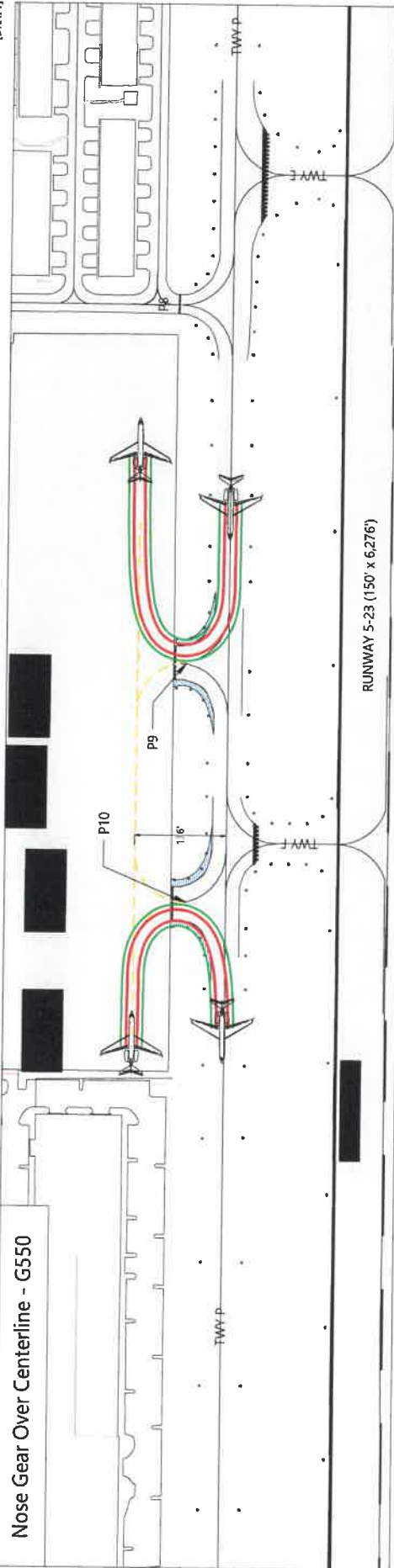
**Secretary & Treasurer**

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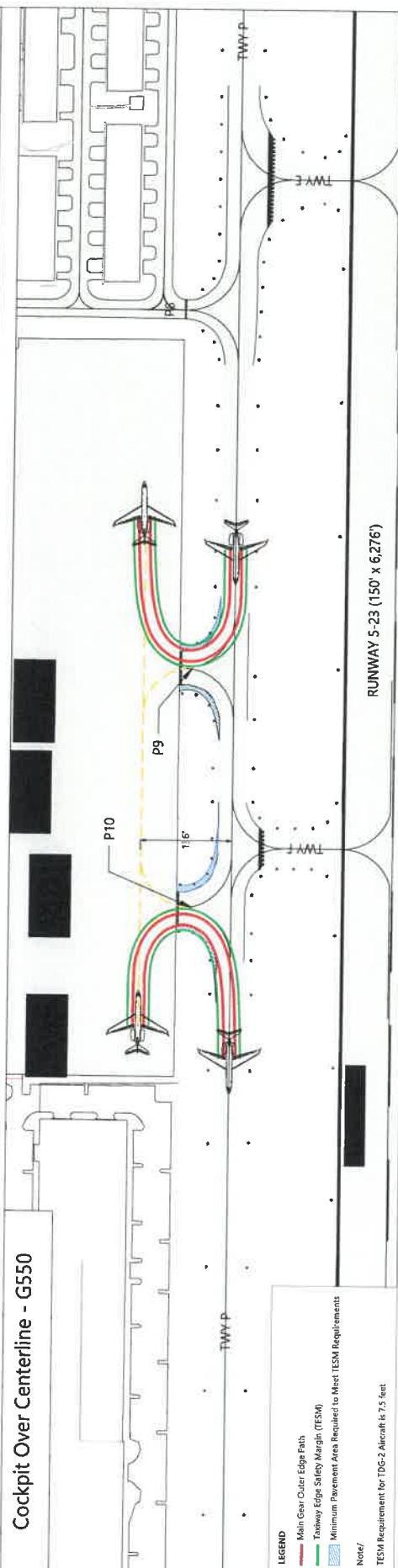
**Chair**



# Nose Gear Over Centerline - G550



# Cockpit Over Centerline - G550



**LEGEND**

- Main Gear Outer Edge Path
- Taxiway Edge Safety Margin (TESM)
- Minimum Pavement Area Required to Meet TSM Requirements

**Note:**  
TESM Requirement for TDG-2 Aircraft is 7.5 feet

SOURCE: ICAO Base Map, Aerial Cartography of America, July 2011; Airfield Improvements, 2012 Airport Layout Plan (ALP), February 2012.  
PREPARED BY: Rorobac, Inc., April 2019.



# PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088809
445678-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF592205856001
Contract Number:	Federal Award Date:	N/A		
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.014				
CSFA Title: Intermodal Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.053, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiways P5, C, P9, and P10 Widening - Design, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

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

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

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

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

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

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

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

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

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

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

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

**9. Project Cost:**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$95,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$76,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

     Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

**Federal Funded:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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 “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto: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,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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](mailto: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](mailto: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](mailto: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.



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**18. Indemnification and Insurance:**

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**19. Miscellaneous:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Boca Raton Airport  
Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Stacy L. Miller, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Taxiways P5, C, P9, and P10 Widening - Design

**B. Project Location** (limits, city, county, map): Boca Raton Airport/Boca Raton, FL/Palm Beach

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation/Reconstruction Design: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents for the taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

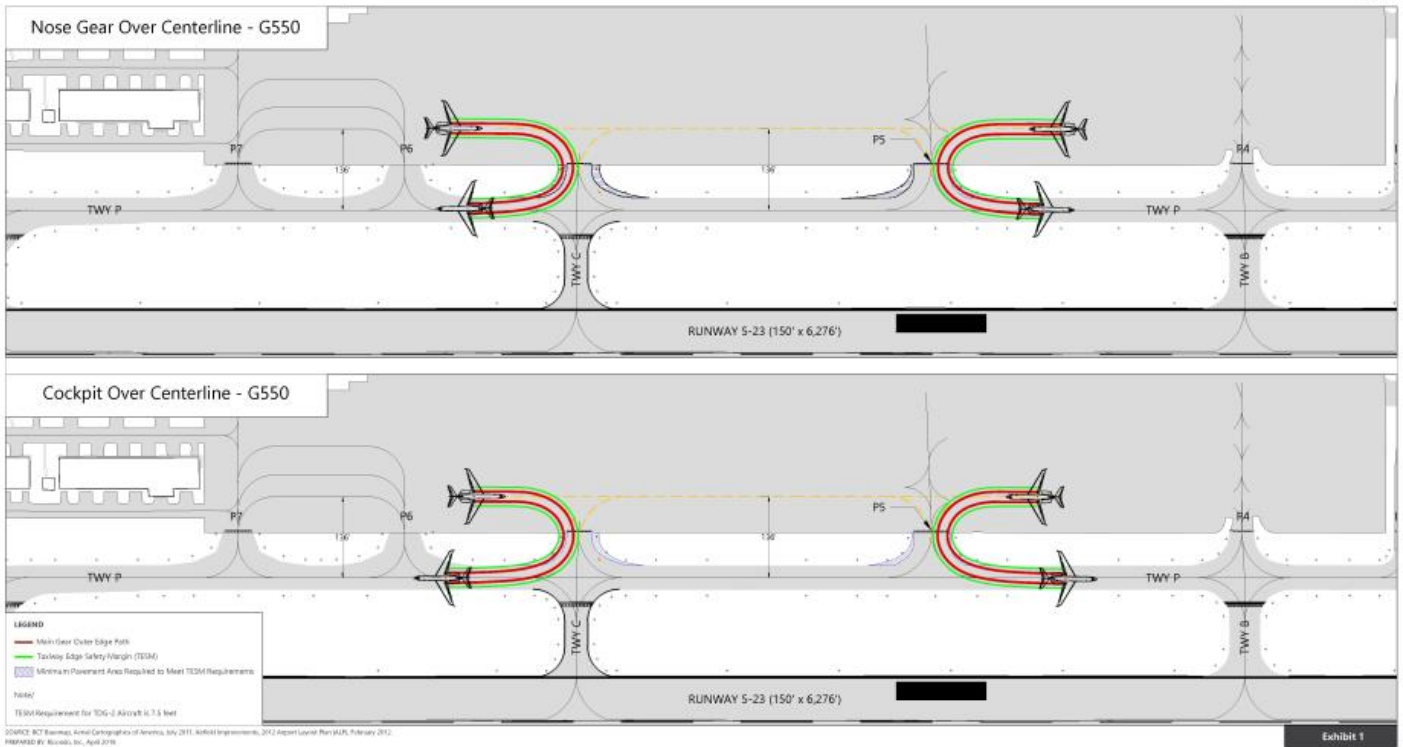
**D. Deliverable(s)**: Plans for Taxiways P5, C, P9, and P10 Widening

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



Proposed Taxiways C and P5 Improvements

Source: BCT Basemap, Aerial Cartography of America, July 2011, Aerial Improvements, 2012 Airport Layout Plan (ALP), February 2012.  
Prepared by: Ricardo, Inc., April 2019.

Taxiway Intersection Review

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445678-1-94-01	DPTO	088809	2019	751000	55.014	Intermodal Program	\$76,000
445678-1-94-01	LF	088809	2019	751000	55.014	Intermodal Program	\$19,000
<b>Total Financial Assistance</b>							<b>\$95,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$76,000	\$19,000	\$0	\$95,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$76,000</b>	<b>\$19,000</b>	<b>\$0</b>	<b>\$95,000</b>			

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

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

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

Laurie McDermott

Department Grant Manager Name

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 3/19

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

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

Insert District PIO contract info:

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**NOTICE OF COMPLETION**

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

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

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

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/19

**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – INTERMODAL ACCESS**

The Program Specific Terms and Conditions - Intermodal Access, are to be used for capacity projects only, such as: intermodal studies (feasibility, preliminary design and engineering); fixed guide-way systems; capacity road and capacity rail projects that are designed to terminate at major modal facilities (airports, seaports, railroad and transit terminals, etc.); intermodal and multi-modal transportation terminals; development of dedicated bus lanes; or public projects that otherwise facilitate the intermodal movement of people and goods.

**A. General.**

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in the intermodal system.
3. The Agency shall comply with the assurances as specified in this Agreement.

**B. Required Documents.** The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

**C. Duration of Terms and Assurances.**

1. 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, but shall not exceed 20 years from the effective date of this Agreement.
2. 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.

**D. Compliance with Laws and Rules.** 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 governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Florida Statutes (F.S.)
2. Local Government Requirements
  - a. Local Zoning/Land Use Ordinance
  - b. Local Comprehensive Plan

**E. 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, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
  - a. Local Building Codes
  - b. Local Zoning Codes
3. Department Requirements
  - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the “Florida Green Book”)
  - b. Manual on Uniform Traffic Control Devices

**F. Consistency with Local Government Plans.**

1. 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.



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**PUBLIC TRANSPORTATION  
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2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
  - a. Maintain responsibility for all related contract letting and administrative procedures.
  - b. Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - c. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
  - d. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - e. Establish a Project account for the purchase of the land.
  - f. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for intermodal purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

**H. Preserving Rights, Powers and Interest.**

1. The Agency will not take or permit any action that 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.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency will reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease intermodal property, facilities or equipment for intermodal-compatible purposes in the regular course of business.

**I. Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

-- **End of Exhibit E** --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
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**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT G**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Intermodal Program

**CSFA Number:** 55.014

**\*Award Amount:** \$76,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.014 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 55.014 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: Scott Kohut, Deputy Director

Date: June 19, 2019

RE: **Minimum Operating Standards Update – Exempt Flying Clubs**

---

## **AGENDA ITEM – X – F**

Airport Management has become aware of a change in Federal Aviation Administration regulations regarding flying clubs. The change allows qualified flight instructors or mechanics who are bona fide members of the club to receive compensation or a credit towards dues or flight hours for providing instruction to other club members or performing work on club owned aircraft. Section D. 2. Aircraft Rental /Flying Club Operator, of the Minimum Operating Standards has been updated to reflect this change and to provide clarification on exempt flying clubs.

Airport Management recommends approval of Resolution number 06-10-19 updating requirements for Aircraft Rental/Flying Club Operator in the Minimum Operating Standards.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 06-10-19**

**A Resolution of the Boca Raton Airport Authority amending the Airport Minimum Standards**

**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 March 19, 1996, the Authority adopted Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport (the Minimum Standards) to ensure the safe and efficient operation of the Airport.

**WHEREAS**, the Authority desires to amend the Minimum Standards to conform policies with industry standards, and a copy of the revised Minimum Standards 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 19<sup>th</sup> DAY OF JUNE 2019, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby amends the Minimum Standards 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 06-10-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 06-10-19.

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of June 2019.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**Secretary & Treasurer**

---

**Chair**



# **Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport**

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**Approved**  
**March 19, 1996**

**Revised**  
**August 19, 1998**

**Amended**  
**May 15, 2003, June 16, 2004, July 21, 2004, October 20, 2004**  
**March 16, 2005, May 18, 2005, July 21, 2010, May 18, 2011, June 15, 2011, October 16,**  
**2013, June 2019**

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## TABLE OF CONTENTS

<b>A.</b>	<b>INTRODUCTION.....</b>	<b>1</b>
1.	Introduction.....	1
2.	Statement of Policy .....	1
3.	Soerability Clause .....	2
4.	Conflicts with Existing Agreement.....	2
5.	Violations .....	2
6.	Definitions.....	3
<b>B.</b>	<b>GENERAL REQUIREMENTS.....</b>	<b>6</b>
1.	Agreement.....	6
2.	Approved Activities .....	6
3.	Fees and Charges .....	6
4.	Leased Premises.....	7
5.	Site Development.....	7
6.	Facility Maintenance.....	8
7.	Products and Services .....	9
8.	Licenses, Permits, and Certifications.....	9
9.	Personnel.....	9
10.	Payment of Rents and Fees .....	9
11.	Laws, Rules, and Regulations .....	10
12.	Insurance .....	10
13.	Indemnification and Hold Harmless .....	11
14.	Assignment, Subletting, and Encumbrances.....	11
15.	Taxes .....	12
16.	Signage.....	12
17.	Environmental Compliance .....	12
18.	Safety of Property, Others.....	12
19.	Suspension, Revocation of Privileges.....	13
20.	Security .....	13
21.	Authority, and Airport .....	13
22.	Notices, Requests for Approval, and Other Filings .....	13
23.	Bonding Requirements.....	14

<b>C.</b>	<b>FIXED BASE OPERATIONS .....</b>	<b>14</b>
1.	Fixed Base Operator .....	14
2.	Scope of Activity .....	14
3.	Leased Premises.....	15
4.	Fuel Storage Facility .....	16
5.	Fueling Equipment.....	16
6.	Equipment.....	17
7.	Personnel.....	18
8.	Hours of Operation .....	18
9.	Aircraft Recovery Services .....	18
10.	Standard Operating Procedures.....	18
<b>D.</b>	<b>SPECIALIZED AVIATION SERVICE OPERATORS .....</b>	<b>20</b>
1.	Aircraft Airframe and Power Plant Repair and Maintenance Operator.....	20
a)	Scope of Activity .....	20
b)	Leased Premises.....	20
c)	Licenses and Certifications .....	21
d)	Personnel.....	21
e)	Equipment.....	21
f)	Hours of Operation .....	21
2.	Aircraft Rental/Flying Club Operator .....	21
a)	Scope of Activity .....	22
b)	Leased Premises.....	22
c)	Licenses and Certifications .....	22
d)	Personnel.....	23
e)	Equipment.....	23
f)	Hours of Operation .....	23
g)	Exempt Flying Club.....	23
3.	Flight Training Operator .....	24
a)	Scope of Activity .....	24
b)	Leased Premises.....	24
c)	Licenses and Certifications .....	25
d)	Personnel.....	25
e)	Equipment.....	25



	f)	Hours of Operation .....	26
4.		Aircraft Charter, Air Taxi* and/or Air Ambulance Operator .....	26
	a)	Scope of Activity .....	26
	b)	Leased Premises.....	26
	c)	Licenses and Certifications .....	27
	d)	Personnel.....	27
	e)	Equipment.....	27
	f)	Hours of Operation .....	27
5.		Avionics, Instrument, and/or Propeller Repair Operator .....	27
	a)	Scope of Activity .....	28
	b)	Leased Premises.....	28
	c)	Licenses and Certifications .....	29
	d)	Personnel.....	29
	e)	Equipment.....	29
	f)	Hours of Operation .....	29
6.		Aircraft Sales Operator .....	29
	a)	Scope of Activity .....	29
	b)	Leased Premises.....	29
	c)	Dealership .....	30
	d)	Licenses and Certifications .....	30
	e)	Personnel.....	30
	f)	Equipment.....	30
	g)	Hours of Operation .....	31
7.		Aircraft T-Hangar Rental Operator.....	31
	a)	Scope of Activity .....	31
	b)	Leased Premises.....	31
	c)	Personnel.....	31
	d)	d) Equipment.....	32
	e)	Hours of Operation .....	32
8.		Aircraft Wash Operator.....	32
	a)	Scope of Activity .....	32
	b)	Leased Premises.....	32
	c)	Personnel.....	33

d)	Equipment .....	33
e)	Hours of Operation .....	33
f)	Insurance .....	33
9.	Specialized Commercial Aeronautical Operator .....	34
a)	Scope of Activity .....	34
b)	Leased Premises.....	34
c)	Licenses and Certifications.....	35
d)	Personnel.....	35
e)	Equipment.....	35
f)	Hours of Operation .....	35
10.	Non-Commercial Hangar Operator.....	35
a)	Scope of Activity .....	36
b)	Leased Premises.....	36
c)	Hangar Structures.....	36
d)	Ownership Guidelines.....	37
<b>E.</b>	<b>APPLICATION REQUIREMENTS.....</b>	<b>37</b>
1.	The Application .....	37
a)	Intended Scope of Activities.....	37
b)	Financial Responsibility and Capability .....	39
c)	Experience.....	39
d)	Bonding and Insuring Capacity .....	39
2.	Grounds for Denial of Application .....	40
3.	Extension of Term.....	41
a)	No Change in Scope of Activities.....	41
b)	Change in Scope of Activities.....	41

## **A. INTRODUCTION**

### **1. Introduction**

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Boca Raton Airport (“Airport”) the Boca Raton Airport Authority as proprietor, sponsor, and operator of the Airport, has established these Minimum Standards and Requirements (“Minimum Standards”).

Accordingly, the following sections set forth the Minimum Standards prerequisite to a person or entity operating upon and engaging in one (1) or more Aeronautical Activities at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar regulatory measures pertaining to such activities.

In all cases where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum” except where a “maximum” is clearly identified. Determinations of “minimum” shall be from the Authority’s point of view as the Airport operator, lessor, licensor, or permitter. All Operators are encouraged to exceed the “minimum” in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct activities at the Airport under conditions less than the “minimum.”

### **2. Statement of Policy**

It is the intent of the Boca Raton Airport Authority to plan, manage, operate, finance, and develop the Boca Raton Airport for the long-term financial health and safety of the Airport consistent with accepted airport practices and applicable Federal, State, and local policies and regulations.

To this end, all applicants to perform activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate Aeronautical Activities; subject, however, to the Minimum Standards as established by the Authority.

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises which may be leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit.

The Authority reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in accordance with the current adopted Airport Layout Plan (ALP).

Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airport.

While the Executive Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Authority policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the Authority and with the consent of the State of Florida.

Many types of Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed for conduct on the Boca Raton Airport which do not fall within the categories heretofore documented. Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the Authority, from time to time, and in such manner and to such extent as is deemed reasonable and appropriate by the Authority.

### **3. Severability Clause**

If one (1) or more clauses, sections, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

### **4. Conflicts with Existing Agreement**

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the Authority or if Operator desires to materially increase or expand its activities, Operator shall then comply with the provisions of these Minimum Standards.

### **5. Violations**

The Authority reserves the right to prohibit any Operator from using the Airport in connection with any of such Operator's Aeronautical Activities upon determination by the Authority that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of Entities utilizing the Airport or the property or operations of the Airport.

## 6. Definitions

As used in these regulations, the following terms shall have the following meanings:

Aeronautical Activity (or “Aeronautical Activities” or “Activity” or “Activities”). Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: charter operations, pilot training, Aircraft rental, sightseeing, aerial surveying, air carrier operation (airline passenger and air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other included activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity.” For all purposes of these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities.”

Agreement for “Lease”). A contract between the Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Air Charter. An entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats.

Aircraft. Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air. Excluded from this definition are balloons, gyrocopters, gliders, paragliders and unregistered ultralights.

Aircraft Maintenance. The repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in Part 43 of the FARs. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment or repair of Aircraft and their accessories.

Airport. Boca Raton Airport, Boca Raton, Florida.

Airport Operating Area (“AOA”). Ramp/apron, runway and taxiway system at the Airport.

Airport Layout Plan (“ALP”). A drawing depicting the physical layout of the Airport and identifying the location and configuration of runways, taxiways, buildings, roadways, utilities, nav aids, etc. and showing planned airport development.

Executive Director. The designated individual or duly authorized representative appointed by the Authority to manage the operation and development of the Airport.

Applicant. An entity desiring to acquire the use of a portion of the Airport or to establish or use any facility at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed for authorization to engage in such activities at the Airport.

Apron. A paved area suitable for Aircraft staging and parking.

Authority or Airport Authority, the Boca Raton Airport Authority as created by Chapter 82-259 (F.S.) Laws of Florida as passed by the Legislature.

Commercial Aeronautical Activity. Any Aeronautical Activity where the purpose of such Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such activities are further defined throughout these Minimum Standards.

Commercial Aviation Operator. An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. A Commercial Operator may be classified as either a Fixed Base Operator or a Specialized Aviation Service Operator.

Entity. A person, persons, firm, partnership, limited liability company, unincorporated proprietorship or association or group, or corporation other than the Authority.

Equipment. All personal property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right. A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. The granting of an exclusive right to an entity other than the airport owner to conduct an Aeronautical Activity, which is forbidden by Federal regulation; is distinguished from an exclusive right to occupy real estate, which is permitted by Federal regulation under certain conditions. The presence of only one operator providing a specific service does not in itself constitute an exclusive right.

FAA. Federal Aviation Administration.

FAR. Federal Aviation Regulations.

Fixed Base Operator (“FBO”). An entity which is authorized and required by Agreement with the Authority to provide, at a minimum, the following Aeronautical Activities at the Airport;

- A. Sale of Aviation Fuel and Lubricants
- B. Tie-down, Hangaring, and Parking
- C. Aircraft Maintenance
- D. Aircraft Washing
- E. Ancillary Aircraft Ground Services and Support

Improvements. All buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased area.

Lease. A contract between the Airport Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective.

Minimum Standards. Those qualifications, standards, and criteria set forth herein as the minimum requirements to be met as a condition for Operator to engage in Aeronautical Activities at the Airport and for any entity to engage in activities on the airside of the Airport.

Non-Commercial Operator. An entity that either owns or leases or operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity or unit to support the businesses purposes by providing transportation for the exclusive use of its employees or agents. In all cases, the Non-Commercial Operator neither offers nor provides Aeronautical Activities for compensation.

Operator. As used in these Minimum Standards, the term “Operator” refers to both Commercial Operators and Noncommercial Operators.

Ramp/Apron. A paved area suitable for aircraft staging and parking.

Regulations. The Boca Raton Airport Regulations adopted on June 24, 1998, as it has been and may be amended from time to time.

Repair Facility. A facility utilized for the repair and maintenance of aircraft to include airframe, powerplant, propellers, radios, instruments, and accessories.

Specialized Aviation Service Organization (“SASO”). A Commercial Operator that provides Aeronautical Activities not included in the minimum services listed under the definition of a Fixed Base Operator (FBO). These may include any one (1) or a combination of the following:

- A. Airframe and Powerplant Repair and Maintenance
- B. Aircraft Rental/Flying Club
- C. Flight Training
- D. Aircraft Charter/Air Tax
- E. Avionics, Instrument, or Propeller Repair
- F. Aircraft Sales
- G. Aircraft Hangar Rental
- H. Aircraft Washing

Sublease. An agreement entered into by a lessee under a Lease with another entity transferring rights or interests in property and/or facilities and enforceable by law.

Taxiway or Taxi Lane. A defined path, usually paved, over which aircraft can taxi from one part of an Airport to another.

Temporary (or Mobile) Structure. A structure that has no permanent foundation and/or is capable of moving or being moved from place to place, including modular buildings constructed offsite.

Through the Fence” Rights, the right to have direct access to the Airport from private property contiguous to the Airport and/or the right to engage in Commercial Aeronautical Activities at the Airport without an approved Agreement with the Authority.

Tie-down. A paved area suitable for parking and mooring of aircraft wherein suitable Tie-down points have been located.

## **B. GENERAL REQUIREMENTS**

The following General Requirements shall apply to all Aeronautical Activities at the Airport. An Operator engaging in an Aeronautical Activity or Activities at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

### **1. Agreement**

No entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the entity and the Authority. Such Agreement will have a maximum initial term of 20 years. In addition, the Authority may provide for optional extensions of Agreement, with agreed upon terms and conditions.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges; and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the entity’s obligations with respect to these Minimum Standards.

### **2. Approved Activities**

Activities not explicitly discussed and/or identified in these Minimum Standards are prohibited at the Airport, unless written authorization is provided by the Authority and/or the Executive Director. Activities which are prohibited include, but are not limited to, sky diving, banner towing, and the operation of gyrocopters, gliders, paragliders and unregistered ultralights.

### **3. Fees and Charges**

Operator shall pay the fees and charges specified by the Authority for the applicable Aeronautical Activities.

Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Executive Director at the time of application or contract negotiations regarding an Agreement.



#### 4. Leased Premises

Operator shall lease and/or sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum Standards. Operator must provide copies of all Leases or Subleases, through the Executive Director, to the Authority at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting activities from an FBO leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

**Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development.** Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and restrooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft Apron with tie-down or hangar facilities sufficient to accommodate the activities being performed and the type of general R aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the AOA.

The **facilities and floor space allotments** shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction.

The **public accommodations** shall include telephones for customer use, restrooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations.

"Through-the-fence" commercial activities will not be granted or allowed.

#### 5. Site Development

Detailed development plans will be submitted to the Authority, through the Executive Director, within three (3) months of the execution of an Agreement. The Authority reserves the right for final approval on structural and location decisions.

Prior to construction of any new building, hangar, or other facility on the leased premises or modifications of an existing structure, all construction plans must be submitted to the Executive Director for approval by the Authority. Approval will not be unreasonably withheld and the Authority must approve or disapprove plans within 45 days of receipt. However, no approval by the Authority of any plans or specification or receipt thereof by the Authority shall be deemed or implied to constitute approval of said plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, Florida Department of Transportation ("FDOT"), and/or any other agency that may have jurisdiction. The Authority by approving any such plans or specifications,

assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications.

All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the Authority. Operator will be responsible for obtaining and complying with any and all building permits required by the Authority, Palm Beach County, The City of Boca Raton, Florida Dept. Of Environmental Regulation, the South Florida Water Management District or any other agency that may have jurisdiction.

Operator is responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction. After review by the Authority, the Notice will be signed by and submitted to the FAA by the Authority. Review and submittal will be completed within 45 days of receipt by the Authority. No construction may commence until the Notice is approved and returned to the Authority by the FAA. Changes or restrictions the FAA may require to the Notice must be complied with by Operator.

The Authority is under no obligation to construct and provide Aprons or Taxiways or other facilities for commercial and/or non-commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, located on leased premises, and in compliance with the Airport Authority and City of Boca Raton parking standards. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidentally driving onto runways and taxiways.

Any property not developed within two (2) years of execution of Agreement, or within four (4) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Authority providing the necessary approvals and/or submission of documents will extend the development time line accordingly. Any changes to this provision must be agreed to by all parties in written form.

Operator will not place or cause to be placed any temporary, modular or mobile structures on the leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the Authority. In addition, no activities may be performed from temporary modular or mobile structures and until all minimum standards are complied with for the approved aeronautical activity.

## **6. Facility Maintenance**

Operators must maintain the leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and grass cutting.

In addition, Operators will provide all necessary apron cleaning services for the leased premises, janitorial and custodial services, trash removal services, and any and all other related services

necessary to maintain the facilities in good condition, fair wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Maintenance will be at the sole expense of Operator and will be subject to general monitoring by the Executive Director and/or his or her representative(s) to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

## **7. Products and Services**

Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport and at fair, reasonable, and non-discriminatory prices, provided that, if lawful, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

## **8. Licenses, Permits, and Certifications**

Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's activities at the Airport as required by the Authority or any other duly authorized governmental agency having jurisdiction.

Operator shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Executive Director with a copy of any such certification.

## **9. Personnel**

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards herein.

Unless otherwise provided in these minimum standards, the operator shall provide a responsible person in the office to supervise the operations on the leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

## **10. Payment of Rents and Fees**

No entity shall be permitted to engage in Aeronautical Activities unless said entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority.

Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority will be grounds for revocation of the Agreement authorizing the conduct of Aeronautical Activities at the Airport.

## **11. Laws, Rules, and Regulations**

Operator shall engage in Aeronautical Activities only in accordance with Minimum Standards; all applicable laws, rules, and regulations of the Federal Government, the State of Florida; and all other governmental bodies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the Authority, including without limitation these Minimum Standards; all as may be in effect from time to time.

## **12. Insurance**

- Operator shall keep and maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of Florida.
- Operator shall maintain, at a minimum, the coverages and limits of insurance for a Fixed Based Operator or the Operator's particular Specialized Aviation Service or Services, as provided on Attachment A to the Minimum Standards – (Schedule of Minimum Insurance Requirements).
- Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the Authority for each Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Florida, or otherwise be approved in writing by the Authority.
- When more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.
- All insurance which Operator is required by the Authority to carry and keep in force shall name the Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insured.
- All insurance policies shall contain, or be endorsed to contain, the following provisions:
  - “The Boca Raton Airport Authority, including its Members, Officers, Employees and Agents, is an Additional Insured under this policy.”
  - “Insurer hereby waives its rights to subrogation of Insured's claims against the Boca Raton Airport Authority, including its Members, Officers, Employees and Agents.”
- The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director upon execution of any Agreement, Lease, or approved Sublease.

- The limits of liability for each designated activity represent the minimum required to operate at the Airport. The Authority strongly recommends that all Operators secure higher limits of liability coverage.
- All Operators shall at their sole cost and expense, cause all buildings and improvements on the leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for building other than aircraft storage hangars and T-hangars located in an “A” or “B” flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the Authority, in writing.
- Disclosure Requirement: Operators conducting rental or sales of Aircraft, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Executive Director.
- For special events conducted on the airside of the Airport, the tenant on whose premises the special event is hosted shall comply with all insurance requirements for special events as set forth in the Regulations.

### **13. Indemnification and Hold Harmless**

- Operator shall defend, indemnify, protect, and completely hold harmless the Airport Authority, (individually and collectively), representatives, officials, officers, employees, and agents from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the Airport Authority, (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operator’s actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with Florida principles of comparative fault.

### **14. Assignment, Subletting, and Encumbrances**

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another entity (not specifically prohibited herein) must receive prior written approval of the Authority.

A request for such written permission, prepared in as much detail as required by the Authority, will be submitted to the Authority, through the Executive Director for its review and approval which will be completed in a timely fashion. This does not apply to activities provided for under the terms of an existing Agreement, including rental of Tie-downs and hangar space for storage

of Aircraft. Permission will not be unreasonably withheld and response to requests will be made within 45 days of receipt by the Authority.

## **15. Taxes**

Operator shall, at its sole cost and expense, pay any and all taxes, which now or in the future, may be assessed against the leasehold land, improvements thereto and otherwise assessed upon its operations.

## **16. Signage**

Operator shall not erect, maintain, or display any sign on the leased premises or elsewhere on the Airport without the prior written consent of the Executive Director. At a minimum, all signage must meet requirements and standards of the Airport Authority.

## **17. Environmental Compliance**

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft Maintenance, shall strictly comply with all Federal, State, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, and other hazardous materials.

Operators will not engage in, or permit on the leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following review by and written permission from the Authority. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Executive Director, updated annually, identifying all fuel, oil, solvents, chemicals, and hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, rules, and regulations. All Operators shall be subject to inspection by or on behalf of the Authority for compliance with this standard at any time during normal business hours.

Each entity will become a co-permittee with the Airport Authority under a NPDES permit for storm water discharge. Each entity will participate in the Airport Stormwater Pollution Prevention Plan (SWPPP) and have representation on the Stormwater Pollution Prevention Team.

Each entity will be required to secure necessary Federal, State, and local permits regarding the existence or rare, endangers, or threatened species or habitat.

## **18. Safety of Property, Others**

All Aeronautical Activities at the Airport shall at all times be conducted with due consideration of the property of the Authority and others located at or about the Airport and the safety of all Airport users.

## **19. Suspension, Revocation of Privileges**

The Authority reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

## **20. Security**

Each Operator shall observe all security requirements of FAR Part 107, as applicable, and any special security program promulgated by the Authority for the Airport and in effect from time to time, and shall take such steps as may be necessary or directed by the Authority to insure that officers, employees, representatives, invitees, and guests of Operator observe such requirements.

## **21. Authority, and Airport**

- The Airport is owned by the State of Florida and is operated and Director administered by the Boca Raton Airport Authority. Only the Airport Authority can amend or modify these Minimum Standards.
- The Airport Authority has directed the Executive Director to obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards. In addition, all official inquiries to the Authority regarding these Minimum Standards and/or compliance therewith should be directed to the Executive Director. The Executive Director shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by the Authority. Any notice required to be given hereunder to the Authority shall be given in writing and addressed to the Executive Director at the Address provided in paragraph 22 below.

## **22. Notices, Requests for Approval, and Other Filings**

Any notice, request for approval, application, or other filing Applications, required or permitted to be given or filed with the Authority and any notice or communication required to permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the Authority) or, as the case may be, to the Authority, through the Executive Director at the following address:

Boca Raton Airport Authority  
903 NW 35<sup>th</sup> St  
Boca Raton, Florida, 33431  
Telephone: (561) 391-2202  
Facsimile: (561)391-2238

## **23. Bonding Requirements**

All construction at the Boca Raton Airport will require that the Tenant submit a Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the Tenant will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the tenant will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the tenant will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; The time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the Tenant.

## **C. FIXED BASE OPERATIONS**

### **1. Fixed Base Operator**

**Definition:** A Fixed Base Operator (FBO) is an entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of aviation fuel/lubricants; Aircraft Tie-down, Hangaring, and Parking; Aircraft Maintenance; Aircraft Washing and, ancillary ground services and support.

In addition to the General Requirements set forth in Section B hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

### **2. Scope of Activity**

- FBO shall conduct its FBO business and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar activities from similar sized facilities in like markets.
- All services and products that the FBO are required to provide must be provided by the FBO through the FBO’s employees.
- FBO products and services shall include, at a minimum, the following:
- Aircraft Fueling (both Jet and Avgas):
  - The FBO shall be capable of providing a response time not to exceed 15 minutes.
  - The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.
  - The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan (“SPCC Plan”) which meets Authority, Federal, and State regulations. An updated



copy of such SPCC Plan shall be filed with the Executive Director at least five (5) days prior to actual implementation.

- Tie-down, Hangaring, and Parking
- The FBO shall comply with minimums identified in Leased Premises.
- Aircraft Maintenance
  - The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.
  - The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance through an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's leased premises.
- Ancillary Ground Services and Support
  - Oxygen, Nitrogen, and Compressed Air Services
  - Towing of Aircraft
  - Ground Power Services
  - Aircraft Recovery Services

### **3. Leased Premises**

- A minimum of 12 acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Pave Tie-down facilities for a minimum of 50 aircraft.
- A paved ramp adequate to accommodate all Tie-down facilities, all Transient Aircraft Activities of the FBO and all approved sublessee(s) of FBO (but not less than 215,000 square feet) plus paved access to taxiways.
- At least 32,000 square feet of common storage hangar space with no hangar less than 8,000 square feet. A minimum of 8,000 square feet must be "dedicated" to the provision of Aircraft Maintenance and 24,000 square feet must be "dedicated" to the storage of tenant or transient Aircraft.
- At least 7,000 square feet of facilities including adequate space for crew and passenger lounge, administration, operations, public telephones, and restrooms.
- At least 1,000 square feet of office and shop space "dedicated" to the administration and provision of Aircraft Maintenance.

- Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

#### **4. Fuel Storage Facility**

- Construct (or install), maintain, or have access to an on-Airport above-ground fuel or below ground storage facility in a location approved by the Authority. Said fuel storage facility shall have a minimum total capacity for three (3) days supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the minimum total capacity be less than:
  - 24,000 gallon facility for Jet A Fuel storage; and
  - 12,000 gallon facility for Avgas storage; and
  - Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.
- The design and construction of the fuel storage facility shall be approved by the Airport Authority and comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to; NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4, including all changes and Appendices; and current Florida Department of Environmental Protection (DEP) rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.
- FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.
- FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

#### **5. Fueling Equipment**

FBO shall have:

- At least two (2) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueller, Mobile, Dispensing Truck, or Mobile Unit) for jet fuel, and at least one (1) such truck for dispensing Avgas. The Avgas truck shall have a minimum capacity of 750 gallons and the Jet fuel trucks shall have a minimum capacity of 2,200 gallons.
- If FBO engages in into-plane fueling services (scheduled and/or non-scheduled), FBO must have adequate fuel storage capacity for said activity and the fueling equipment required to meet demands of the aircraft typically utilizing the Airport.

- Mobile units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.
- Each fuel service vehicle shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:
  - These Minimum Standards and any other rules and regulations of the Airport Authority
  - State of Florida Fire Code and Fire Marshall's Codes
  - National Fire Protection Association (NFPA) Codes
  - 14 CFR Part 139, Airport Certification, Section 139.321, Handling/Storing of Hazardous Substances and Materials
  - Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

## 6. Equipment

FBO shall have:

- Adequate Tie-down Equipment including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft.
- Adequate Equipment for washing of Aircraft windows.
- Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- Courtesy vans - at least one (1) vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.
- One (1) Aircraft tug with rated draw bar capacity of not less than 5,000 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport.
- Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Ramp areas, at fuel storage facilities, and on all fueling trucks.
- All Equipment necessary for the proper performance of repair and maintenance services on airframe and powerplants in accordance with applicable FAA regulations and Manufacturers' specifications. Such Equipment shall comply with Authority rules and regulations, NFPA codes, and other applicable governmental safety regulations.

## **7. Personnel**

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name and employee's name. Personnel uniforms shall at all times be professional and properly maintained.

Personnel engaged in dispensing aircraft fuels, accepting fuel shipments, and aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b. and c, and all other applicable laws, rules, and regulations.

- A minimum of two (2) properly trained and qualified employees between 7 am and 11 pm each day providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one (1) properly trained and qualified employee between 7 am and 11 pm each day to provide ancillary customer service and support. At least one person capable of providing these services is required between 11 pm and 7 am each day.
- A minimum of one (1) FAA licensed airframe and powerplant mechanic employed by the FBO and properly trained and qualified to perform maintenance services on general aviation Aircraft frequenting the Airport.

## **8. Hours of Operation**

Fueling, customer services, and ancillary services shall be continuously offered and available to the public (24) hours a day, seven (7) days a week.

Aircraft Maintenance shall be continuously offered and available to the public five (5) days a week, eight (8) hours a day and available after hours and on weekends, on-call, with response time not to exceed one (1) hour.

## **9. Aircraft Recovery Services**

Recognizing that Aircraft recovery is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Airport's runway and taxiway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation aircraft using the Airport.

## **10. Standard Operating Procedures**

In accordance with all applicable laws, regulations, and appropriate (SOP) industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and

fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Executive Director no later than 30 days after the FBO commences activities at the Airport. Inspections will be conducted by the Executive Director on a periodic basis to ensure compliance.

## **D. SPECIALIZED AVIATION SERVICE OPERATORS**

### **1. Aircraft Airframe and Power Plant Repair and Maintenance Operator**

**Definition:** An Aircraft Airframe and Powerplant Repair and Maintenance Operator is an entity engaged in the business of providing airframe and powerplant repair and maintenance services which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Airframe and Powerplant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

#### **a) Scope of Activity**

Operator shall conduct airframe and powerplant repair and maintenance services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable g products, services, and activities from similar sized facilities in like markets.

#### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.

- Ramp space adequate to accommodate the movement of aircraft into and out of hangar space and storage of aircraft (requiring or scheduled for maintenance or having just completed maintenance).
- At least 2,000 square feet of office and shop space “dedicated” to the administration and provision of airframe and powerplant repair and maintenance activities.

**c) Licenses and Certifications**

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Executive Director. Operator must acquire the Certificate within six (6) months of application and submit a copy to the Executive Director. However, should Operator not receive Certificate within six (6) months due to delays caused by the FAA, Operator may request from the Authority an extension to extend the six (6) months deadline, which will not be unreasonably denied. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

**d) Personnel**

Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA license airframe and powerplant mechanic) to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public.

Operator shall employ sufficient repair personnel who are current and properly certificated by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

**e) Equipment**

Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

**f) Hours of Operation**

Operator leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with response time not to exceed one (1) hour.

## **2. Aircraft Rental/Flying Club Operator**

**Definition:** Aircraft Rental Operator is an entity engaged in the rental of Aircraft to the public. A Flying Club Operator is an entity comprised of an association or group of more than three (3) individuals jointly owning or leasing an Aircraft to its members (where payment is made to the

club for the operating time of the Aircraft) but which does not meet the requirements established for Exempt Flying Clubs.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Rental/Flying Club Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its aircraft rental services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Aircraft Ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- At least 2,500 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
- FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:
  - Aircraft Ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity of Operator's facilities.
  - At least 750 square feet of office space "dedicated" to the administration and provision of aircraft rental activities.

**c) Licenses and Certifications**

Operator shall have in its employ at least two (2) people having current FAA certified flight instructor ratings and which is current in all aircraft models offered for rental.



**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

**e) Equipment**

Operator shall have available for rental, either owned by or under written lease to Operator and under the exclusive control of Operator, at least three (3) certified and currently airworthy Aircraft capable of flight under instrument conditions.

**f) Hours of Operation**

Operator's leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**g) Exempt Flying Club**

Exempt flying clubs are exempt from all Minimum Standards outlined above for Aircraft Rental Operators. Exempt Flying Clubs must meet the following requirements:

- The club shall be a non-profit entity (corporation, association, or partnership) registered with the State of Florida and organized for the express purpose of providing its members with Aircraft for personal use and enjoyment only.
- Each member of the club must be a bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit entity.
- The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft.
- Flight instruction may be given in club aircraft to club members, provided such instruction is given by Operator based at the airport and authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such service. The instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently.
- Aircraft Maintenance maybe provided by a certified mechanic who is a bona fide club member. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. All other maintenance which is performed at the airport must be provided by an Operator based at the airport

authorized to provide such Aircraft Maintenance service, or by a properly certified mechanic who is a bona fide club member.

- Aircraft will not be used by other than bona fide members and by no one for commercial operations. Commercial aeronautical services shall not be provided.
- The club shall file and keep current with the Executive Director a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current with the Executive Director a complete list of the club's members including names of the directors and officers and the investment shares owned by each member, the number and type of aircraft owned by club, evidence that ownership of club aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the Authority.
- Operator shall provide certificates of insurance listing each club member as names insured and evidencing the same coverages as required by the aforementioned Commercial Flying Club.

### **3. Flight Training Operator**

**Definition:** A Flight Training Operator is an entity engaged in instructing pilots in fixed or rotary wing aircraft operations and providing such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

In addition to the General Requirements set forth in Section 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards.

#### **a) Scope of Activity**

Operator shall conduct its flight training services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

#### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

- Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Operator shall provide at least 2,500 square feet of space for workspace, customer lounge, administration, public telephones, restrooms, student briefing, flight planning, classroom facilities and instructor lounge.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space equal to the total number of aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.
- Operator shall provide at least 750 square feet of office space "dedicated" to administration and provision of flight training activities.

**c) Licenses and Certifications**

Operator shall have in its employ at least two (2) flight instructor who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall be certificated by the FAA as a pilot school.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out flight training services and activities in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**e) Equipment**

Operator shall have available for use in flight training, either owned or under written lease to Operator and under the exclusive control of Operator, no less than three (3) properly certified aircraft, at least one (1) of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.

**f) Hours of Operation**

Operator's leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**4. Aircraft Charter, Air Taxi\* and/or Air Ambulance Operator**

**Definition:** An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Operator shall provide at least 2,500 square feet of space for work area, customer lounge, administration, public telephones, restrooms, classroom facilities and restaurant or appropriate vending machines.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.
- Operator shall provide at least 750 square feet of office space "dedicated" to administration and provision of flight training activities.

**c) Licenses and Certifications**

Operator shall have and provide copies to the Executive Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft charter, air taxi, and/or air ambulance services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the leased premises.

Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

**e) Equipment**

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than three (3) certified and continuously airworthy aircraft with at least one (1) multi-engine, all weather Aircraft.

**f) Hours of Operation**

Operator's leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed one (1) hour.

**5. Avionics, Instrument, and/or Propeller Repair Operator**

**Definition:** An Avionics, Instrument, and/or Propeller Repair Operator is an entity engaged in the business of repairing aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its avionics, instrument, and/or propeller repair services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like S markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) S upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- At least one (1) common storage hangar with 8,000 square feet of space on Operator's leasehold for Aircraft Maintenance.
- Ramp space equal or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms
- Sufficient paved vehicle parking facilities to accommodate all fl customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an (Continued) authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) common storage hangar with 2,000 square feet of space on Operators leasehold for Aircraft Maintenance.
- Ramp space adequate to accommodate the movement of aircraft into and out of hangar space and storage of aircraft (requiring or scheduled for maintenance or having just completed maintenance.
- At least 1,250 square feet of office and shop space "dedicated" to the administration and provision of avionics, instrument, or propeller repair.

**c) Licenses and Certifications**

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of avionics repair, the ratings shall, at a minimum, be for Class and Class 2 repairs.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out avionics, instrument, or propeller repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

**e) Equipment**

Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

**f) Hours of Operation**

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

**6. Aircraft Sales Operator**

**Definition:** An Aircraft Sales Operator is an entity engaged in the sale of new or used Aircraft.

In addition to the General Requirements set forth in Section n hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its Aircraft Sales services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Operator shall provide at least 2,500 square feet for office, work area, lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.
- Operator shall provide at least 250 square feet of office space "dedicated" to the administration and provision of aircraft sales activities.

**c) Dealership**

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one (1) current model demonstrator of aircraft in its authorized product line. Demonstrations of additional models of the manufacturer for which a dealership is held shall also be available.

**d) Licenses and Certifications**

Operator shall employ, or have available on call, a sufficient number of pilots with instructor ratings who shall be current in all models to be demonstrated.

**e) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the leased premises. At least one person shall be a commercial pilot currently certified by the Federal Aviation Administration, with ratings appropriate for the types of aircraft to be demonstrated.

**f) Equipment**

Necessary and satisfactory arrangements for repair and servicing of aircraft shall be provided in accordance with any sales guarantee or warranty period.



**g) Hours of Operation**

Operator's leased premises shall be open and service shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

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**7. Aircraft T-Hangar Rental Operator**

**Definition:** Aircraft T-Hangar Rental Operator is an entity engaged in the rental of Aircraft T-Hangars to the public for the purpose of storage of aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft T-Hangar Rental Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its aircraft T-Hangar rental services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets. No commercial activities are allowed in the T-hangars.

**b) Leased Premises**

Operator (including an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 163,350 square feet, three and three quarters (3.75) acres, upon which all required improvements for facilities, taxiways, vehicle parking, roadway access, and landscaping will be located.
- Construct a minimum of thirty (30) T-Hangar units to include paved taxiways and taxi lanes and landscaping as approved by the Authority.
- At least one male and one female customer restrooms.
- Sufficient paved vehicle parking facilities to accommodate all employees on a daily basis.

**c) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**d)      d)      Equipment**

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

**e)      Hours of Operation**

Operator's leased premises shall be open 24 hours a day, 7 days a week with a manager on call on one (1) hour's notice.

**8.      Aircraft Wash Operator**

**Definition:** Aircraft Wash Operator is an entity engaged in the business of providing aircraft washing and cleaning services to the public,

In addition to the General Requirements set forth in Section I hereof, each Aircraft Wash Operator at the Airport shall comply with the following Minimum Standards.

**a)      Scope of Activity**

Operator shall conduct its aircraft washing and cleaning services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services and activities.

**b)      Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of wash water to stormwater or ground water.
- Aircraft Ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport. Ramp space shall be adjacent to Operator's wash facilities and on Operator's leased ground space.
- At least 2,000 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.

- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

FBO or Operator engaged in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of was water to the stormwater or ground water system. Aircraft ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport.. Ramp space shall be adjacent to Operators wash facilities and on Operator’s leased ground space.
- At least 200 square feet of office space “dedicated” to the administration and provision of aircraft wash activities.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

**c) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft wash and cleaning services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

**d) Equipment**

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

**e) Hours of Operation**

Operator’s leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**f) Insurance**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

- Comprehensive General Liability: bodily injury, personal injury, and property damage, including, operations, and contractual liability.
- Vehicle Liability: bodily injury and property damage on all vehicles used by Operator.

- **Hangarkeepers Liability:** An amount adequate to cover the replacement cost of any non-owned property in the care, custody or control of Operator . (This insurance is not required if aircraft is not placed in the care, custody or control of the operator.

## **9. Specialized Commercial Aeronautical Operator**

**Definition:** A Specialized Commercial Aeronautical Operator is an entity engaged in providing limited specialized Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory repair and maintenance (for example, painting, upholstery, etc) or other miscellaneous activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as non-stop sightseeing flights (flights that begin and end at this Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous activities directly related to air transportation service (for example, helicopter operations in construction or repair work),

In addition to the General Requirements set forth in Section B hereof, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

### **a) Scope of Activity**

Operator shall conduct its specialized commercial aeronautical services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Operator shall develop adequate facilities to accommodate space for office, lounge, administration, public telephones, and restrooms, but not less than 2,000 square feet.

- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.
- Operator shall provide at least 500 square feet of office space "dedicated" to the administration and provision of aeronautical activities

**c) Licenses and Certifications**

Operator shall have and provide to the Executive Director evidence of all proper Federal, State, and local licenses and certificates required.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out its specialized commercial aeronautical services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

**e) Equipment**

Operator shall provide and have based at the Airport, either owned or under written lease to Operator, sufficient Equipment, supplies, and availability of parts, including, if appropriate, at least one (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the activities to be performed.

**f) Hours of Operation**

Operator's leased premises shall be open and service shall be available during normal business hours. Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator

**10. Non-Commercial Hangar Operator**

**Definition:** A Non-Commercial Hangar Operator is an entity which develops and constructs a hangar structures) for the sole purpose of storing an aircraft which is either owned or leased for non-commercial, private (not for hire), personal, and/or recreational purposes only. Non-Commercial Hangar Operations will be allowed only when adequate facilities cannot be provided by an FBO or T-Hangar Rental Operator under reasonable terms and conditions.

In addition to the General Requirements set forth in Section B hereof, each Non-Commercial Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall use the leased premises solely to store and maintain Aircraft owned and/or leased and utilized by Operator for noncommercial purposes.

Non commercial activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the leased premises.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any entity. In the event Operator desires to self-fuel, Operator shall be required to arrange for storage of fl fuel either with an approved FBO or at an off-Airport site. Operator wishing to self-fuel must receive prior written consent of the Authority prior to initiation of such practice.

Operator shall not be permitted to sublease ground, hangar, ramp, office, or shop space to any entity for any purpose.

**b) Leased Premises**

A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Development shall include ramp space equal to or greater than two (2) times the hangar square footage and sufficient to provide reasonable Aircraft access to and from hangar. The Authority is under no obligation to construct and provide aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest aircraft type anticipated to use Operator's facility.

In addition, development shall include roadway(s) which is sufficient to provide reasonable access for both private and airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Airport's Developmental Guidelines as may be promulgated and changed from time to time.

**c) Hangar Structures**

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

- T-hangars - Enclosed structure(s) of not less than 22,000 square feet, sub-divided and configured to accommodate individual bays for the storage of private aircraft, such bays to be contiguous areas with common walls.

- A common storage hangar structure of not less than 11,500 square feet, completely enclosed.

**d) Ownership Guidelines**

Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

- Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-Hangar (of at least 900 total square feet), or an equal portion of the “common” hangar area which is consistent with the total number of members (such area to be not less than 900 total square feet).
- The entire membership of the Association must be declared to the Airport Authority at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Executive Director from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of aircraft owned by the members) of the Association.
- The Association may not utilize nor cause the leasehold interest to be utilized for speculative development of either the leasehold or the facilities located thereupon.

## V. APPLICATION REQUIREMENTS

### **E. APPLICATION REQUIREMENTS**

#### **1. The Application**

The Airport Authority reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the Authority and/or Executive Director.

##### **a) Intended Scope of Activities**

As a prerequisite to occupancy on the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended activities, and the means and methods to be employed to accomplish the contemplated activities, which shall include, but not be limited to, the following:

- 1) The legal name of the entity filing the application and its business name (if different).

- 2) The name, address, and telephone number of the entity and primary contact individual.
- 3) The names, addresses, and telephone numbers of all owners of 5% or more of the equity interest, management control, or debt of the entity.
- 4) The proposed date for commencement of the activity and proposed term for conducting same.
- 5) A comprehensive listing of all activities proposed to be offered, along with the copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- 6) For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and/or vehicle parking areas to be utilized.
- 7) For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with the vehicle parking to be available (and required) for the proposed activities.
- 8) The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- 9) The number of aircraft to be utilized in connection with the activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
- 10) The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed activities.
- 11) A market analysis to include a written statement addressing each of the following areas:
  - a) Definition of target market
  - b) Intended marketshare
  - c) Promotional marketing techniques
  - d) Description of existing competitors
  - e) Percent of intended sales related to Aircraft based at the Airport



- f) List of certifications and licenses to be sought (if any, as required)
- g) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
- h) List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
- i) List of suppliers, subcontractors, and associates

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed activities and the desires of Airport users for the proposed activities, together with a description of existing Operators at the Airport offering the same or similar activities.

**b) Financial Responsibility and Capability**

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first five (5) years of the proposed operation, a three (3) year historical profit and loss statement (if available), and a current (within 60 days) balance sheet.

**c) Experience**

The prospective Operator shall furnish the Authority with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the Authority.

**d) Bonding and Insuring Capacity**

The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply (1) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (2) A Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the prospective operator will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the prospective operator will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that

assures that the operator will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; the time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the prospective operator., and (3) the required insurance. Additional and supplemental information may be required by the Authority in a formal competitive selection process.

## **2. Grounds for Denial of Application**

The Authority may deny any application for any one (or more) of the following reasons:

- a)** The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
- b)** The applicant’s proposed activities, operation, and/or construction will create a safety hazard.
- c)** The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed activities, operation, and/or construction that the Airport Authority is unwilling to spend or the operation will result in a financial loss to the Airport.
- d)** No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- e)** The proposed operation, development, or construction does not comply with the Master Plan of the Airport and/or ALP then in effect or anticipated to be in effect within the time frame proposed by the applicant.
- f)** The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or activities of any present Operator on the Airport and/or prevent adequate access to their leased area.
- g)** The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or activities of any present Operator on the Airport and/or prevent adequate access to their leased area.
- h)** The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documents.
- i)** The Applicant has failed to make full disclosure on the application or in supporting documents.

- j) The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- k) The Applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the Authority.
- l) On the basis of current financial information, the applicant does not, in the sole discretion of the Airport Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and activities.
- m) The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport Authority for the proposed operation and activities.
- n) The Applicant or an officer, director, agent, representative, shareholder or employee of applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
- o) Applicants activities or operations have been or could be detrimental to the Airport.

### **3. Extension of Term**

#### **a) No Change in Scope of Activities**

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Airport Authority, Operator may apply to extend such term and such application may be accepted by the Authority without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request. Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.

#### **b) Change in Scope of Activities**

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Authority, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the Authority deems a new application to be appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.



# Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: June 19, 2019

RE: **BRAA Third Quarter Operating and Financial Performance Report**

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## **AGENDA ITEM – X – G**

Airport Management will make a presentation on the Boca Raton Airport Authority's third quarter operating and financial performance.



## Q3 Results and FY 2019 Outlook

# BRAA Strategic Objectives

Strengthen Community Relations  
and Mitigate Airport Noise Impacts

Enhance Financial  
Performance

To be a world class Public  
Use General Aviation  
facility that benefits our  
growing business and  
regional communities.

Effectively Operate in a Changing  
Government Environment

Explore Land Opportunities



# Core Values



**Integrity**  
*Do the right thing*

**Quality**  
*Demand safety, efficiency, and excellence*

**Leadership**  
*Shape a better future*

**Collaboration**  
*Leverage collective ideas*





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# OPERATING HIGHLIGHTS

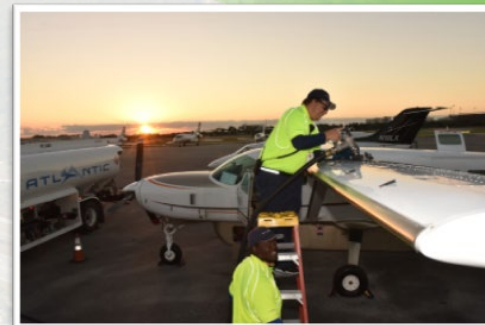
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# Operational



- Completed first year of operation of the US Customs Facility
- Initiated Airport Road Improvements Project
- Completed Runway Pavement Rejuvenation
- Completed Airfield Security Upgrades
- Completed design of Taxiway P4, C, and F Widening and requested funding
- Initiated GIS Implementation Project – Phase I
- Repainted Cinemark Security Wall
- Secured approximately \$1.5 million in grant funds
- Completed a clean 2018 audit



# Operational



- Airfield Inspection Program
- Airfield Equipment Asset Management Program
- Quarterly Security Training
- Active Shooter Training with Boca Raton Police
- Fire Extinguisher Training with Boca Raton Fire Rescue
- Ramp Permit Program
- Employee Development and Certifications





## Tenant Highlights

- Special Events at Signature and Atlantic
- Security Fence Improvements at Boomers and Cinemark Facilities
- Ongoing TFR Coordination
- Quarterly Meetings
- Civil Air Patrol Support
- Air Charter Forum





- Wings of Freedom
- Veterans Day Events
- Holiday Parade
- Student Days
- Boca Raton Airport Scholarship
- Internship Program
- Back to School Drive
- Chamber of Commerce Community Cookout

- Look for Literacy 5K Run
- River Run 5K
- Habitat for Humanity Women Build and CEO Build
- Toys for Tots Holiday Toy Drive
- Mayors Ball
- Fourth of July Celebration
- Tenant Employee Appreciation

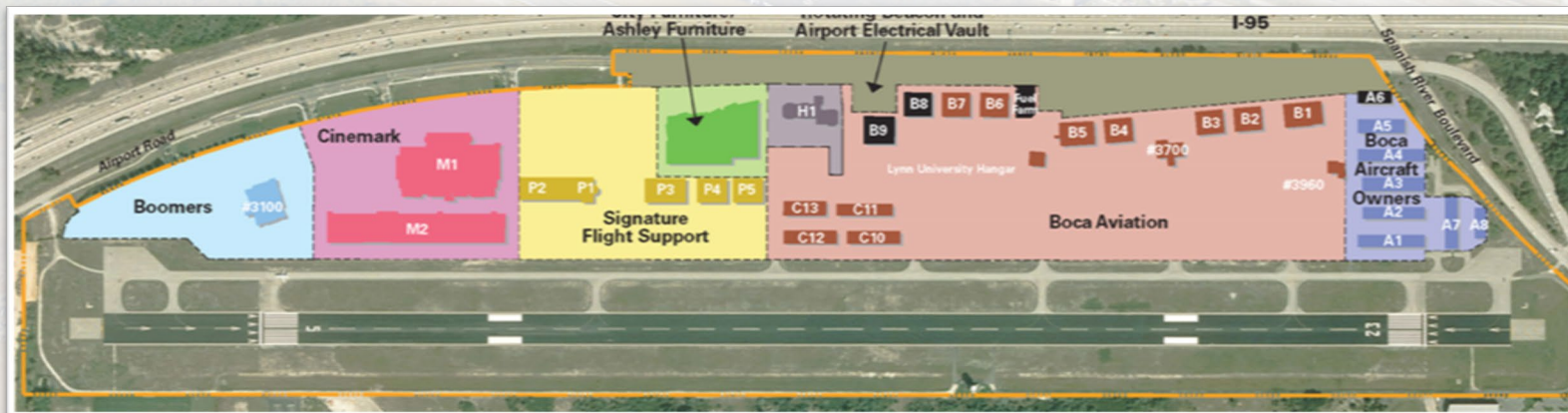




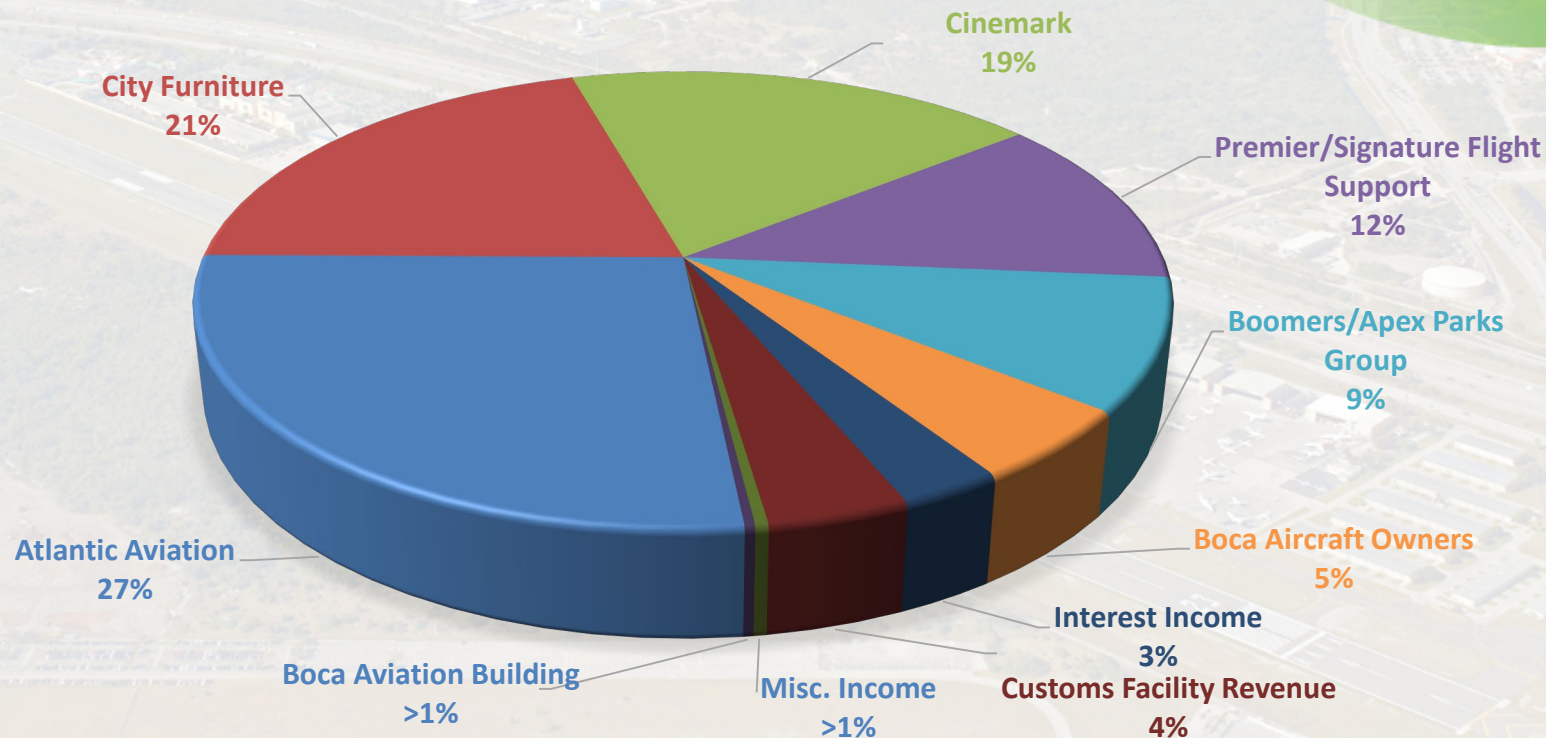
# FINANCIAL HIGHLIGHTS

# Sources of Revenue

- **Lease Revenue**
  - Rent revenue from aeronautical and non-aeronautical leases is budgeted at \$3 million
- **Fuel Flow Fees**
  - Fuel flow revenue is budgeted at \$700,000
- **Miscellaneous Sources**
  - Include investment interest, Customs fees and car rental fees budgeted at \$165,000

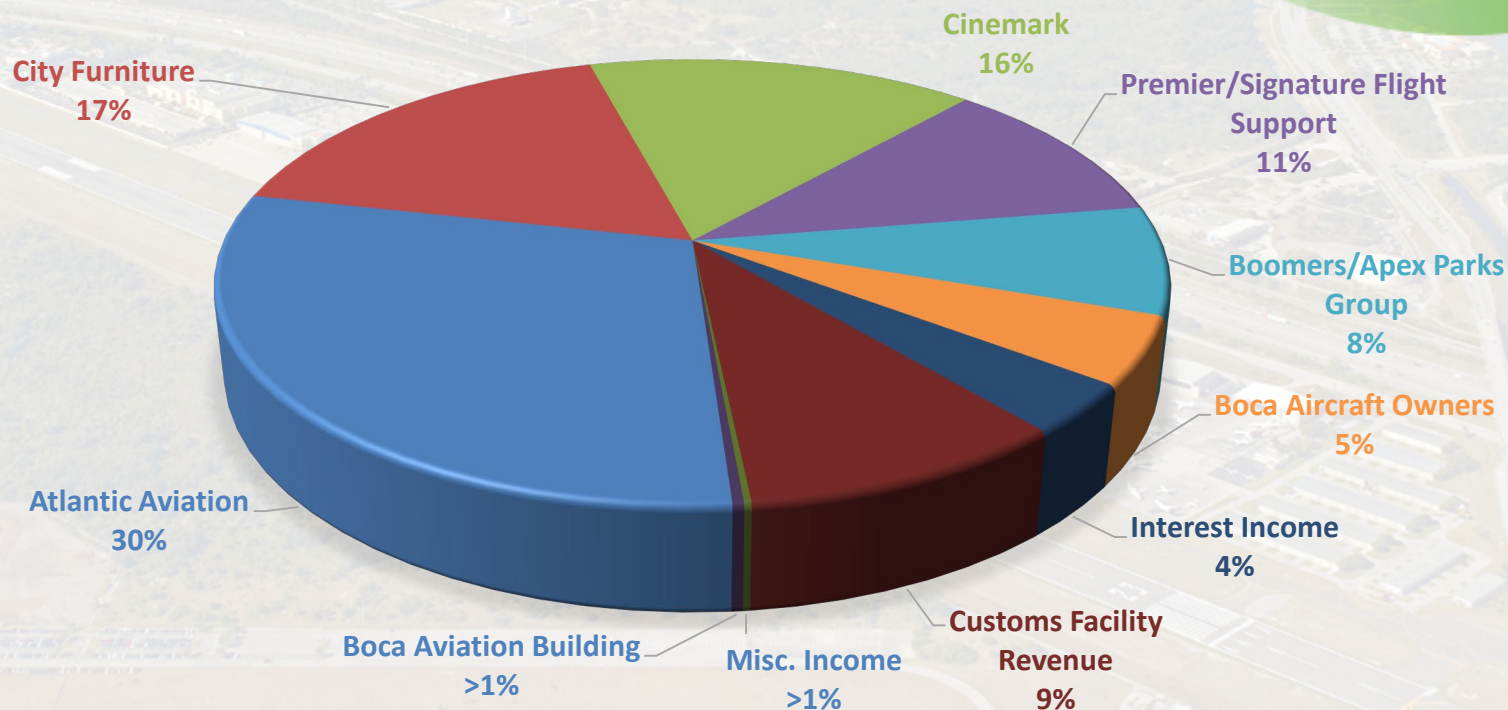


# 2019 Revenue Sources – Budgeted



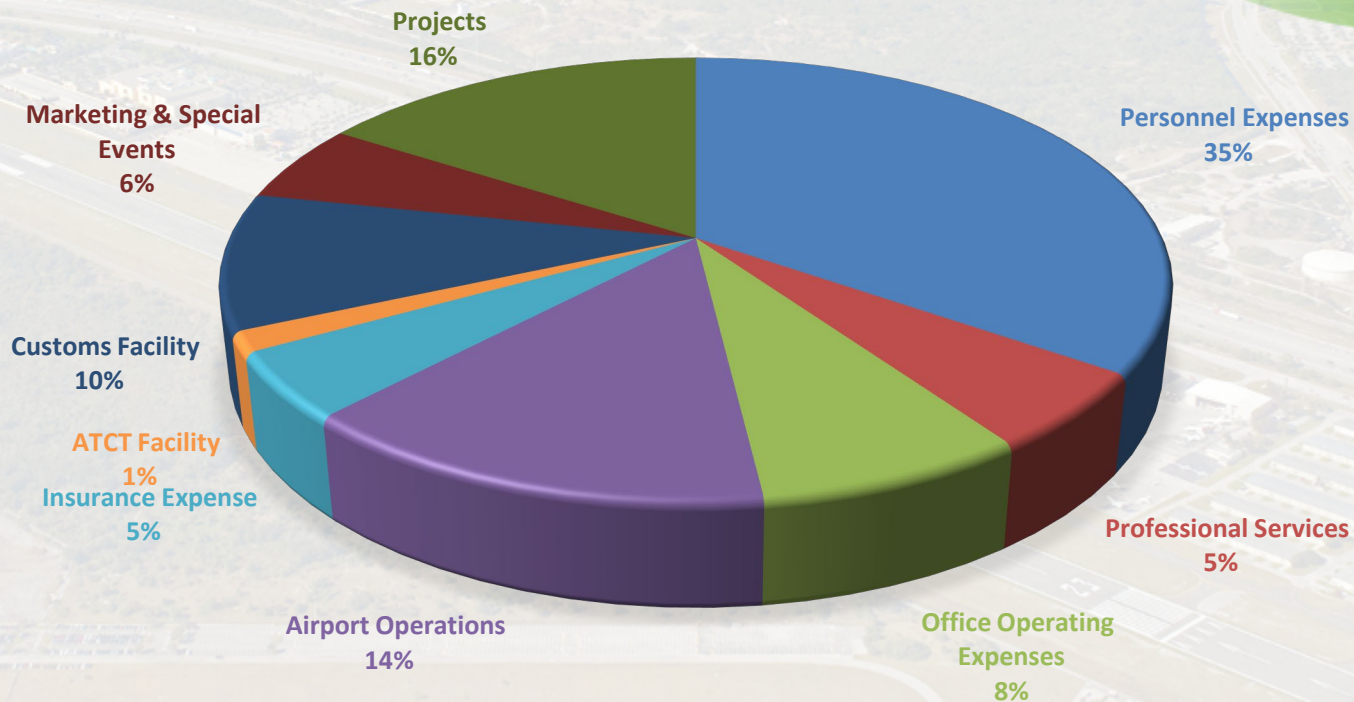


# 2019 Revenue Sources – Projected





# Budgeted Expense Categories



# Expenses Budget vs. Projected

EXPENSES	FY 2019 Budget	FY 2019 Projected	Inc./Dec. Over Current Year Budget	
Personnel Expenses	\$ 1,104,721	\$ 1,062,100	\$ (42,621)	-3.9%
Professional Services	\$ 178,500	\$ 85,350	\$ (93,150)	-52.2%
Office Operating Expenses	\$ 248,985	\$ 260,120	\$ 11,136	4.5%
Airport Operations	\$ 446,211	\$ 438,530	\$ (7,681)	-1.7%
Insurance Expense	\$ 153,147	\$ 162,050	\$ 8,903	5.8%
ATCT Facility	\$ 46,800	\$ 46,480	\$ (320)	-0.7%
Customs Facility	\$ 317,576	\$ 367,400	\$ 49,824	15.7%
Marketing & Special Events	\$ 182,602	\$ 169,830	\$ (12,772)	-7.0%
Projects	\$ 507,415	\$ 69,500	\$ (437,915)	-86.3%
<b>Total Operating Expenses</b>	<b>\$ 3,185,957</b>	<b>\$ 2,661,360</b>	<b>\$ (524,597)</b>	<b>-16.5%</b>
<b>Total Operating Income</b>	<b>\$ 938,468</b>	<b>\$ 2,271,280</b>	<b>\$ 1,332,812</b>	<b>142.0%</b>
<b>Before Depreciation</b>				

# 2019 Year End Projections

- Year End revenues are expected to be 18.6% higher than budget for an estimated total of \$4.9 million
- Year End expenses are projected to be 16.5% below budget for an estimated total of \$2.6 million
  - Personnel Expenses are projected to be 3.9% below budget
  - Professional Services are projected to be below 52% below budget
- Operating income (not including depreciation) is forecast at \$2.3 million







GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

# Next Steps

- Airport Management will work with the Secretary/Treasurer to refine projections
- Conduct assessment of 2020 revenue and expense estimates, planned projects and anticipated business objectives
- Present 2020 Operating and Capital Budgets at August 2019 BRAA Meeting