

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, September 18, 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, September 18, 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 and may also be heard on the radio on 1650 AM.

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of August 21, 2019.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon which you wish to be heard and provide it to Ms. Landers. The public comment

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

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the August 2019 Financial Report.

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

VIII. TENANT REPORTS AND REQUESTS

A. Premier Aviation – First Amendment Lease Agreement with Samkin TK, LLC.

Consider Resolution No. 09-16-19 of the Boca Raton Airport Authority consenting to Premier Aviation of Boca Raton, LLC's First Amendment to Agreement to Sublease and Build with Samkin TK, LLC approving the change of designated use from the operation of a restaurant known as "Tilted Kilt Pub and Eatery" to the operation of a restaurant known as "Sammy J's Kitchen and Cocktails."

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of August 2019.

B. Request to approve Public Transportation Grant Agreement for Financial Project No. 445876-1-94-01 with the State of Florida Department of Transportation for Taxiways P5, C, P9 and P10 Widening – Construction at the Boca Raton Airport.

Consider Resolution No. 09-17-19 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 – Construction at the Boca Raton Airport.

C. Hurricane Dorian Update.

D. US Customs Facility Update.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Proposed Wireless Facility Design Standards.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for October 16, 2019 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
August 21, 2019
Boca Raton City Hall – Council Chambers**

Chair Melvin Pollack called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Melvin Pollack	Chair
Randy Nobles	Vice-Chair
James R. Nau	Secretary/Treasurer
Cheryl Budd	Board Member
Mitchell Fogel	Board Member
Gene Folden	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 and aired on the radio at 1650 AM.

Mr. Pollack presented Mr. Nobles a plaque in appreciation for serving the Board as Secretary Treasurer for the past two years.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the July 19, 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.

PUBLIC REQUESTS

There were no public requests.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

FINANCIAL REPORT

Ms. Camilo presented the Financial Report for July 2019.

A MOTION to approve the Financial Report for July 2019 was made by Mr. Folden and seconded by Ms. Budd. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

Mr. Kohut presented a request from Atlantic Aviation to extend the approved term of the temporary office space in use by Sky One Holdings LLC d/b/a Privaira for a period not to exceed 18 months.

Mr. Devin Lawrence, General Manager Atlantic Aviation provided details regarding the request.

A discussion ensued.

A MOTION to approve Resolution No. 08-14-19 of the Boca Raton Airport Authority approving a request from Atlantic Aviation to extend the approved term of the temporary office space in use by Sky One Holdings LLC d/b/a Privaira for a period not to exceed 18 months was made by Mr. Nau and seconded by Ms. Budd. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

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

Ms. Bennett presented the Boca Raton Airport Authority's proposed Annual Operating and Capital Budgets for Fiscal Year 2020 (October 1, 2019 through September 30, 2020).

A discussion ensued.

Mr. Folden inquired about the new piece of equipment the Airport would like to purchase, where it would be stored and what it will be used for.

Mr. Kohut explained the use and where the equipment will be stored.

Mr. Nobles inquired about the increase in personnel expenses. Mr. Nobles asked if the proposed budget included new staff positions. Ms. Bennett replied that no new positions are included in the budget request. Ms. Bennett explained the increase is mainly related to increases in health insurance premiums.

Ms. Budd asked for additional details on the planned observation area. Ms. Bennett showed the location on the map, adjacent to the Administration building, and gave a brief overview of the proposed concept.

Mr. Tucker inquired about what effect a recession may have on the Airport and the plans for the coming year. Ms. Bennett advised that a recession would potentially have an impact on the Airport's fuel revenue and Customs. However, since the majority of the Airport's revenue comes from real estate and these are contractual obligations, the Airport should be able to weather a downturn in the market and meet its expense requirements.

A MOTION to approve Resolution No. 08-15-19 of the Boca Raton Airport Authority adopting the Annual Operating and Capital Budgets for Fiscal Year 2020 (October 1, 2019 through September 30, 2020) was made by Mr. Nobles and seconded by Ms. Budd. The Motion carried unanimously.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Ms. Amy Petrick, Esquire, Lewis Longman Walker presented information on state and federal laws related to wireless communication equipment.

A discussion ensued.

The Board requested that Airport Management work with Legal Counsel to develop a policy regarding wireless communication equipment requests and requirements for co-location at the Boca Raton Airport.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, September 18, 2019 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 7:25 p.m.

Melvin Pollack, Chair

Date

Memo

To: Melvin Pollack, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: September 18, 2019
RE: **Financial Report – August 2019**

AGENDA ITEM – VII – A

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

Total Operating Revenues as of August 31, 2019 were \$4,489,859 an increase of \$709,137 or 18.8% 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 August 31, 2019 were \$988,691.

Total Operating Expenses as of August 31, 2019 were \$2,374,501 a decrease of \$545,959 or 18.7% compared to budget. Significant variances in expenses compared to budget for the eleven months ending August 31, 2019 are as follows:

- Personnel Expenses are down \$52,817 or 5.2% to budget, primarily due to a vacant part-time position.
- Project expenditures are down \$414,206 or 89.1% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$64,322 or 39.3% 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	\$ 7,025	\$ 5,410	\$ 7,421	\$ 16,782	\$ -	\$ 59,985
BOARD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ 910	\$ -	\$ 754	\$ 3,350	\$ -	\$ 5,170
CUSTOMS	\$ 1,300	\$ 1,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,855

Total Capital Expenditures as of August 31, 2019 were \$1,502,320. 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 \$1,502,320 in Capital Expenditures, \$2,855 were attributable to project-related legal fees, while \$62,965 were attributable to Capital Outlay.



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

Summary Results

	FY 2019 Annual Budget	FY 2019 August Actual	FY 2019 August Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 4,124,425	\$ 4,489,859	\$ 3,780,723	\$ 709,137	18.8%
Operating Expenses	\$ 3,185,957	\$ 2,374,501	\$ 2,920,460	\$ (545,959)	-18.7%
Operating Income/(Loss) before Depreciation	\$ 938,468	\$ 2,115,358	\$ 860,262	\$ 1,255,096	145.9%
Depreciation	\$ 1,641,650	\$ 1,504,846	\$ 1,504,846	\$ -	0.0%
Net Operating Income/(Loss)	\$ (703,182)	\$ 610,512	\$ (644,584)	\$ 1,255,096	-194.7%
Non-Operating Revenues	\$ 405,932	\$ 24,480			
Income/(Loss) before Capital Contributions	\$ (297,250)	\$ 634,992			
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ 964,211			
Change in Net Position	\$ 762,750	\$ 1,599,203			



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

Revenue Summary

	FY 2019 Annual Budget	FY 2019 August Actual	FY 2019 August Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 3,063,351	\$ 3,089,130	\$ 2,808,072	\$ 281,059	10.0%
Fuel Flowage Fees	\$ 700,000	\$ 729,050	\$ 641,667	\$ 87,384	13.6%
Customs Facility Revenue	\$ 165,000	\$ 434,075	\$ 151,250	\$ 282,825	187.0%
Interest Income	\$ 120,000	\$ 158,344	\$ 110,000	\$ 48,344	43.9%
Other Revenue	\$ 76,074	\$ 79,260	\$ 69,734	\$ 9,525	13.7%
Total Operating Revenues	\$ 4,124,425	\$ 4,489,859	\$ 3,780,723	\$ 709,137	18.8%
FDOT Grants	\$ 405,932	\$ 24,480			
Non-Operating Revenues	\$ 405,932	\$ 24,480			
FDOT Grants	\$ 910,000	\$ 955,958			
FAA Grants	\$ 150,000	\$ 8,253			
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ 964,211			



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

Expense Summary

	FY 2019 Annual Budget	FY 2019 August Actual	FY 2019 August Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,104,721	\$ 959,843	\$ 1,012,661	\$ (52,817)	-5.2%
Professional Services	\$ 178,500	\$ 99,303	\$ 163,625	\$ (64,322)	-39.3%
Office Operating Expenses	\$ 248,985	\$ 243,982	\$ 228,236	\$ 15,746	6.9%
Airport Operations	\$ 446,211	\$ 395,500	\$ 409,027	\$ (13,527)	-3.3%
Insurance Expense	\$ 153,147	\$ 147,545	\$ 140,385	\$ 7,161	5.1%
ATCT Facility	\$ 46,800	\$ 37,883	\$ 42,900	\$ (5,017)	-11.7%
Customs Facility	\$ 317,576	\$ 282,635	\$ 291,112	\$ (8,477)	-2.9%
Marketing & Special Events	\$ 182,602	\$ 156,886	\$ 167,385	\$ (10,500)	-6.3%
Projects	\$ 507,415	\$ 50,925	\$ 465,130	\$ (414,206)	-89.1%
Total Operating Expenses	\$ 3,185,957	\$ 2,374,501	\$ 2,920,460	\$ (545,959)	-18.7%
Capital Outlay	\$ 62,500	\$ 62,965			
Capital Improvement Program	\$ 1,300,000	\$ 1,439,355			
Total Capital Expenditures	\$ 1,362,500	\$ 1,502,320			



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

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 650,615	Accounts Payable	\$ 78,650
Receivables	\$ 97,002	Due to Other Governments	\$ -
Due From Other Governments	\$ 14,670	Compensated Absences, short-term	\$ 39,264
Money Markets	\$ 1,770,399	Deferred Rent Income	\$ 92,636
Certificates of Deposit	\$ 7,756,556		
Certificates of Deposit, Restricted	\$ 182,437	Total Current Liabilities	\$ 210,551
Other Assets	\$ 163,325		
		Non-Current Liabilities	
Total Current Assets	\$ 10,635,005	Security Deposits	\$ 167,879
		Compensated Absences, long-term	\$ -
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 441,242		
Capital Assets		Total Liabilities	\$ 378,430
Land	\$ 1,791,886		
Avigation Easements	\$ 4,835,961	Capital	
Project in Progress	\$ 3,535,233	Florida Operations Trust Fund	\$ 267,950
Buildings	\$ 11,526,229	Retained Earnings	\$ 39,118,699
Land Procurement	\$ 955,070	Contributed Capital - Federal	\$ 317,029
Leasehold Improvements	\$ 8,253,726	Contributed Capital - State	\$ 6,430,281
Furniture, Fixtures, and Equipment	\$ 2,805,210	Net Income	\$ 1,599,203
Infrastructure	\$ 24,809,710		
Less Accumulated Depreciation	\$ (21,477,679)	Total Capital	\$ 47,733,162
Total Non-Current Assets	\$ 37,476,587	Total Liabilities & Capital	\$ 48,111,592
Total Assets	\$ 48,111,592		



Memo

To: Melvin Pollack, Chair and Board Members

From: Clara Bennett, Executive Director

Date: September 18, 2019

RE: **Premier Aviation of Boca Raton, LLC – Consent to First Amendment to Sublease – Phase II**

AGENDA ITEM – VIII - A

Premier Aviation of Boca Raton, LLC (Premier Aviation) is requesting an amendment to its Sublease Agreement with Samkin TK, LLC on Phase II of the lease parcel. The First Amendment to Sublease Agreement allows a change in the restaurant concept from Tilted Kilt Pub and Eatery, which has been in operation since February 2015, to the operation of a new restaurant known as Sammy J's Kitchen and Cocktails. Information on the new restaurant concept is attached.

Airport Management recommends approval of Resolution No. 09-16-19 authorizing a Consent to First Amendment to Agreement to Sublease between Premier Aviation of Boca Raton, LLC Lease and Samkin TK, LLC.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-16-19

A Resolution of the Boca Raton Airport Authority consenting to Premier Aviation of Boca Raton, LLC's First Amendment to Agreement to Sublease and Build with Samkin TK, LLC, approving the change of designated use from the operation of a restaurant known as "Tilted Kilt Pub and Eatery" to the operation of a restaurant known as "Sammy J's Kitchen and Cocktails."

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"); and

WHEREAS, on September 27, 2000, the Authority entered into a Lease Agreement with Premier Aviation of Boca Raton, LLC ("Premier"), and on November 29, 2000, the Authority and Premier entered into the First Amendment to the September 27, 2000 Lease Agreement, on July 17, 2013, the parties entered into the Second Amendment to the September 27, 2000, Lease Agreement, on January 27, 2015, the parties entered into the Third Amendment to the September 27, 2000, Lease Agreement, on June 26, 2018, the parties entered into the Fourth Amendment to the September 27, 2000, Lease Agreement, on August 15, 2018, the parties entered into a Fifth Amendment to the September 27, 2000, Lease, and on January 16, 2019, the parties entered into a Sixth Amendment to the September 27, 2000, Lease, and on July 17, 2019, the parties entered into a Seventh Amendment to the September 27, 2000, Lease (collectively, the "Premier Lease Agreement"); and

WHEREAS, the Premier Lease Agreement allows Premier to sublease portions of the leased premises, subject to the consent of the Authority, and provides for three separate phases of the leased premises to be developed and prescribed the allowed uses for those phases; and

WHEREAS, Premier requested the Authority's consent to its Agreement to Sublease and Build with Samkin TK, LLC (the "Sublease") for a portion of Phase II, which Sublease was approved by the Authority on July 19, 2013 by way of Resolution No. 07-31-13; and

WHEREAS, Premier desires to continue the operation of a restaurant at the demised Property and change the designated use from the operation of the restaurant known as "Tilted Kilt Pub and Eatery" to the operation of a restaurant known as "Sammy J's Kitchen and Cocktails," and the Landlord and Authority are willing to consent to such change, all the terms and conditions noted in the attached First Amendment to Agree to Sublease and Build and Consent;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF SEPTEMBER 2019, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby consents to the First Amendment to Agreement to Sublease and authorizes the Chair or Vice-Chair to execute any documents necessary evidencing such consent.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 09-16-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 09-16-19.

ADOPTED by the Boca Raton Airport Authority, this 18th day of September 2019.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James R. Nau
Secretary & Treasurer

Melvin Pollack
Chair

WRITTEN CONSENT TO SUBLEASE

This Written Consent to Sublease is acknowledged this _____, 2019, by Boca Raton Airport Authority, a body politic and corporate having an office at 903 NW 35th Street Boca Raton, Florida 33431, (“Master Lessor”) and Premier Aviation of Boca Raton, LLC, a Delaware limited liability company and authorized to do business in the State of Florida, with an office and principal place of business at 433 Plaza Real, Suite 335, Boca Raton, FL 33432 (“Tenant”), acknowledging the Sublease between Tenant and Samkin TK, LLC, a Florida limited liability company (“Subtenant”), to the extent and as provided herein:

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Master Lessor entered into Lease Agreement No. 3265, dated October 27, 1983, as amended, granting Master Lessor possession and use of property commonly referred to as the Boca Raton Airport; and

WHEREAS, Master Lessor and Tenant entered into a Lease Agreement dated September 27, 2000, which has been amended seven times on November 29, 2000, July 17, 2013, January 27, 2015, June 26, 2018, August 15, 2018, January 16, 2019, and July 17, 2019 (“the Lease”); and

WHEREAS, the second phase of development under the Lease Agreement provides for development of the property for uses including a “themed restaurant”; and

WHEREAS, Article XVIII of the Lease Agreement requires Tenant to receive prior written consent from the Master Lessor for any sublease of the leased premises; and

WHEREAS, Tenant has informed Master Lessor that it desires to enter into a First Amendment to Agreement to Sublease and Build (collectively referred to herein as “the Amended Sublease”) with Subtenant, under the terms and conditions set forth in Attachment A to this Written Consent to Sublease; and

WHEREAS, the Amended Sublease with Subtenant, contemplates the development of a themed restaurant as set forth in the design materials attached hereto as Composite Attachment B; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Master Lessor, Tenant, and Subtenant mutually acknowledge the following:

1. The Recitals above are true and correct and are incorporated herein.
2. Master Lessor consents to the sublet of Phase II of the leased premises, as specified in the Amended Sublease attached hereto as Attachment A.
3. Master Lessor’s consent is limited to the development of a themed restaurant consistent with the concept and design materials provided in Composite Attachment B.

4. Tenant and Subtenant understand and acknowledge that Master Lessor's consent to the Amended Sublease does not modify any terms of the Lease Agreement and does not waive any rights or obligations provided therein.
5. Tenant and Subtenant understand and acknowledge that if any conflicts exist between the terms of the Lease Agreement and the terms of the Amended Sublease, the terms of the Lease Agreement shall prevail; and
6. Tenant and Subtenant understand and acknowledge that nothing in this Written Consent to Sublease alleviates the obligations of Tenant and Subtenant to secure all required government approvals for the construction of the themed restaurant and to meet all federal, state, and local regulatory requirements for the development and operation of the property.

IN WITNESS WHEREOF, Master Lessor has caused this Written Consent to Sublease to be signed by the Chairman of the Boca Raton Airport Authority and the seal of said Authority to be affixed hereto and attested by the Secretary of said Authority, pursuant to the authority granted by said Authority; and Tenant, Premier Aviation of Boca Raton, LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Managing Member acting on behalf of Tenant, and the seal of said Tenant to be affixed hereto, and Subtenant, Samkin TK, LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Managing Member acting on behalf of Subtenant, and the seal of said Subtenant to be affixed hereto, the day and year first written above.

ATTEST:

"MASTER LESSOR"

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

By: _____

By: _____

Print Name: _____
Secretary

Print Name: _____
Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

“TENANT”

PREMIER AVIATION OF BOCA RATON, LLC

A Delaware limited liability company, authorized to
do business in the State of Florida, by:

By: _____

Print Name: _____
Managing member

“SUBTENANT”

SAMKIN TK, LLC,

A Florida limited liability company, by:

By: _____

Print Name: _____
Managing member

**FIRST AMENDMENT TO
AGREEMENT TO SUBLEASE AND BUILD
AND CONSENT**

THIS FIRST AMENDMENT TO AGREEMENT TO SUBLEASE AND BUILD AND CONSENT (this “**Amendment**”) is made and entered into this ____ day of _____, 2019 by and among BOCA RATON AIRPORT AUTHORITY, a political subdivision of the state of Florida (“**Authority**”), PREMIER AVIATION OF BOCA RATON, L.L.C., a Delaware limited liability company (“**Landlord**”) and SAMKIN TK, LLC, a Florida limited liability company (“**Tenant**”).

R E C I T A L S:

WHEREAS, Authority and Landlord entered into that certain Lease Agreement dated September 27, 2000, as amended by that certain First Amendment to the September 27, 2000 Lease Agreement between the Boca Raton Airport Authority and Premier Aviation of Boca Raton, L.L.C., dated November 29, 2000 (collectively, the “**Master Lease**”) for that certain portion of the Airport Property, as more fully described in the Master Lease as the “Premises”;

WHEREAS, Landlord and Tenant entered into that certain Agreement to Sublease and Build dated July 5, 2012 (the “**Sublease**”) for that certain portion of the Premises, as more fully described in the Sublease as the “Demised Property”;

WHEREAS, the Commencement Date under the Sublease was January 8, 2015 and the Term expires on January 7, 2032 (subject to Tenant exercising any extension options under the Sublease);

WHEREAS, Tenant owned and operated a franchised restaurant at the Demised Property known as the “Tilted Kilt Pub and Eatery” and Tenant is in the process of ending its business relationship with Tilted Kilt Franchise Operating, LLC (the “**TK Franchisor**”); and

WHEREAS, Tenant desires to continue the operation of a restaurant at the Demised Property and change the designated use from the operation of the restaurant known as “Tilted Kilt Pub and Eatery” to the operation of another restaurant known as “Sammy J's Kitchen and Cocktails,” and Landlord and Authority are willing to consent to such change, all on the terms and conditions hereof.

NOW, THEREFORE, in consideration of the execution and delivery of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals; Initial Capitalized Terms.** The foregoing recitals are true, correct, and incorporated herein by reference. All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Sublease or the Master Lease, as applicable, unless otherwise provided herein.

2. **Controlling Provisions.** This Amendment shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in the Sublease.

3. **Improvements.** The following shall be deleted from Section 1.G. of the Sublease: “and to be known as the Tilted Kilt Pub and Eatery.”

4. **Use.** The first sentence of Section 6. of the Sublease titled “Use” shall be deleted in its entirety and replaced with the following:

“Tenant shall use and occupy the Demised Property and the Improvements solely for the purpose of operating a sports bar themed restaurant known as “Sammy J's Kitchen and Cocktails” and uses related thereto and for no other purposes.”

5. **Temporary Break in Operations and Restaurant Conversion.** In connection with Tenant’s change in use, Landlord consents to Tenant’s closure of the Restaurant until November 1, 2019 (the “**Closure Period**”) to allow Tenant time to perform the renovations, improvements and alterations to the Demised Property necessary for Tenant to re-open the Restaurant as Sammy J’s Kitchen and Cocktails.

6. **Notices.** All such notices to Tenant under the Sublease shall be sent in accordance with Section 21. of the Sublease, to the new designated recipients below:

If to Tenant: Samkin TK, LLC
3320 Airport Rd.
Suite 1
Boca Raton, Florida 33431
Attn: Mr. Samir Changela

With a copy to Frank, Weinberg & Black, P.L.
(not constituting 7805 SW 6th Court
notice to): Plantation, Florida 33324
Attn: Harry P. Mirabile, Esq.

7. **Franchisor Notices.** Neither Landlord nor Authority have received any notice of default from the TK Franchisor or notice that the TK Franchisor intends to take possession of and/or enter the Demised Property and assume the management and operate (or appoint a third party to take assume the management and operate) a Tilted Kilt Pub and Eatery from the Demised Property.

8. **Effectiveness.** Unless modified by the terms and conditions of this Amendment, all other terms and conditions of the Sublease shall remain in full force and effect.

9. **Authority to Execute Amendment.** Landlord, Tenant and Authority each represent that it is legally constituted, in good standing and authorized to conduct business in the State of Florida and that the person executing this Amendment on such party’s behalf has the full power and authority to perform such execution. Authority represents and warrants that it consents to the terms and conditions of this Amendment, that it does not need the consent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the “**State**”) to enter into this Amendment and that there are no defaults under the lease between the State and the Authority, which lease is in good standing and in full force and effect.

10. **Miscellaneous.** Landlord, Authority and Tenant each: (i) has agreed to permit the use of telecopy or other electronic signatures in order to expedite the execution of this Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent by telecopy or electronic transmission only. This Amendment may be executed in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which, together, shall constitute one and the same Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the date and year first written above.

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

PREMIER AVIATION OF BOCA RATON,
L.L.C., a Delaware limited liability company

By: LAH AVIATION MANAGEMENT,
LLC, a Florida limited liability
company, its Manager

By: _____
Name: Hamid Hashemi
Title: Manager

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

SAMKIN TK, LLC, a Florida limited
liability company

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLOWING PAGE]

WITNESSES:

Print Name: _____

AUTHORITY:

BOCA RATON AIRPORT AUTHORITY, A
BODY POLITIC AND CORPORATE
CREATED UNDER CHAPTER 82-259, LAWS
OF THE STATE OF FLORIDA

By: _____
Name: _____

Print Name: _____

Title: _____

ATTEST: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Name: _____

Title: _____

Sammy J's Kitchen + Cocktails

Our vision is to create "Not Your Everyday Sports Bar", an atmosphere that includes the fun and excitement of sports and entertainment with 5 star casual dining cuisine. Sammy J's Kitchen + Cocktails will become established as the "neighborhood hangout" for adults and families, where great food and libations create friendships and memories. With over 40 TV's guests can enjoy watching all the action while not sacrificing the dining experience for "typical sports bar fare".

The Kitchen

Behind the knife of our concept is Chef Randy Luedders. Chef Luedders has created a diverse, elevated casual dining menu that contains something for every diner's palate. The menu will be constantly evolving with the seasons and with the availability of the freshest ingredients. Sammy J's will be open for lunch and dinner 7 days a week and will be serving brunch on Saturday and Sunday mornings until 3pm.

With the combination of a social atmosphere, chef driven menu, a moderately priced bar, and an attractive Happy Hour, Sammy J's will be Boca Raton's newest, successful restaurant and bar for years to come.



KITCHEN + COCKTAILS

Est. 2019



Size Specs

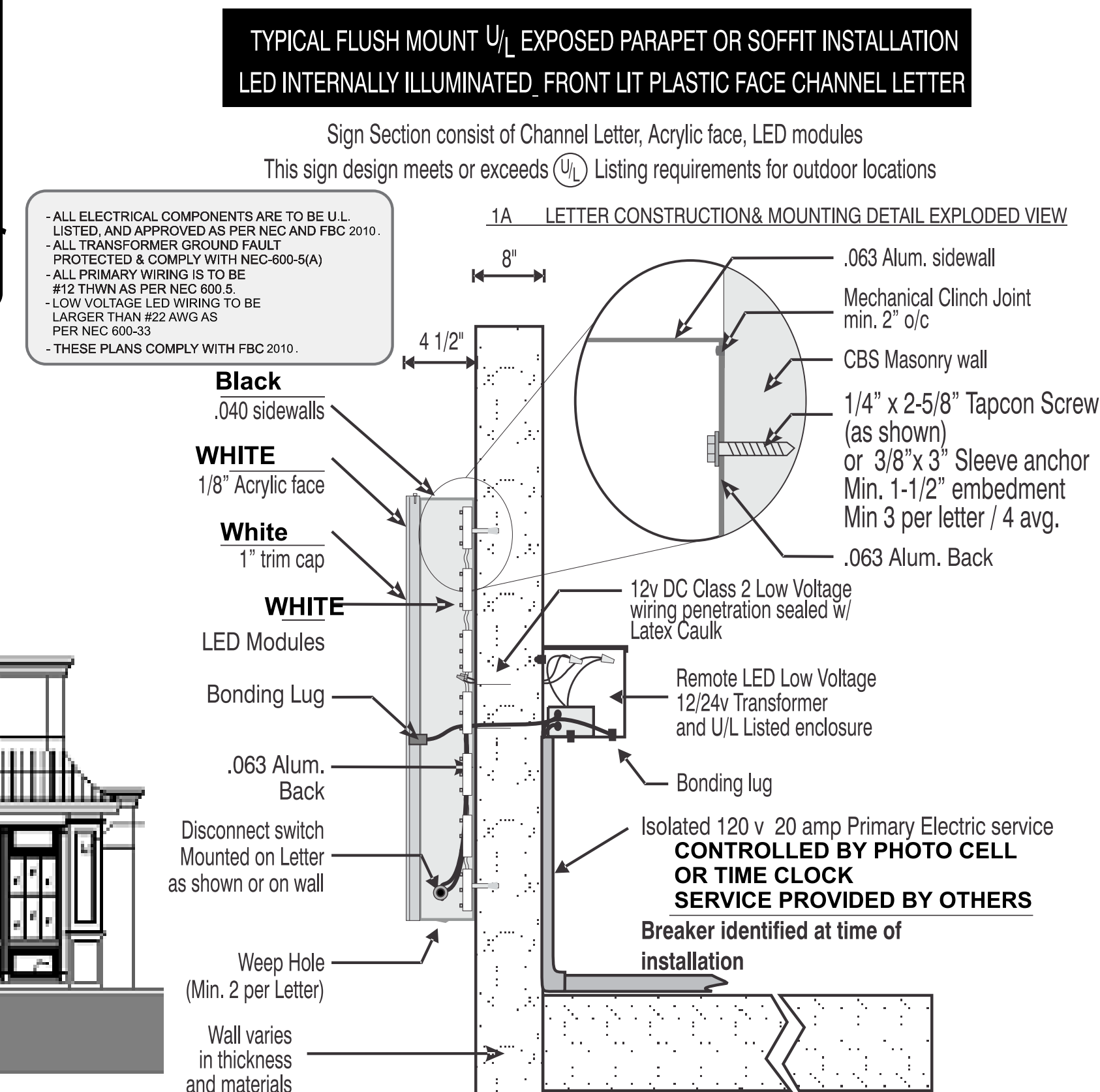
Proposed SqFt. of Sign

64 Sqft

Building Frontage

100 ft

17'-6" off Finished Floor





SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

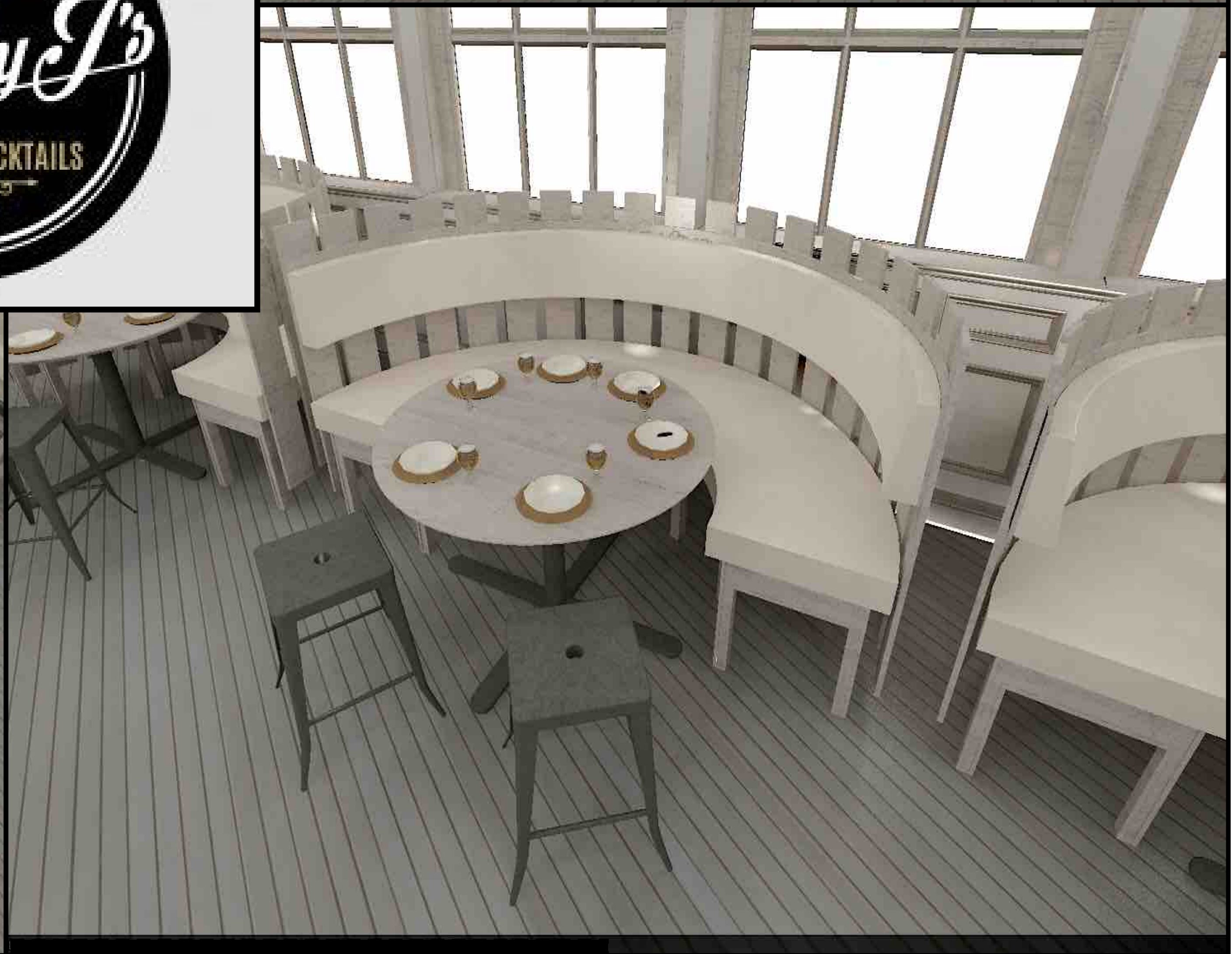
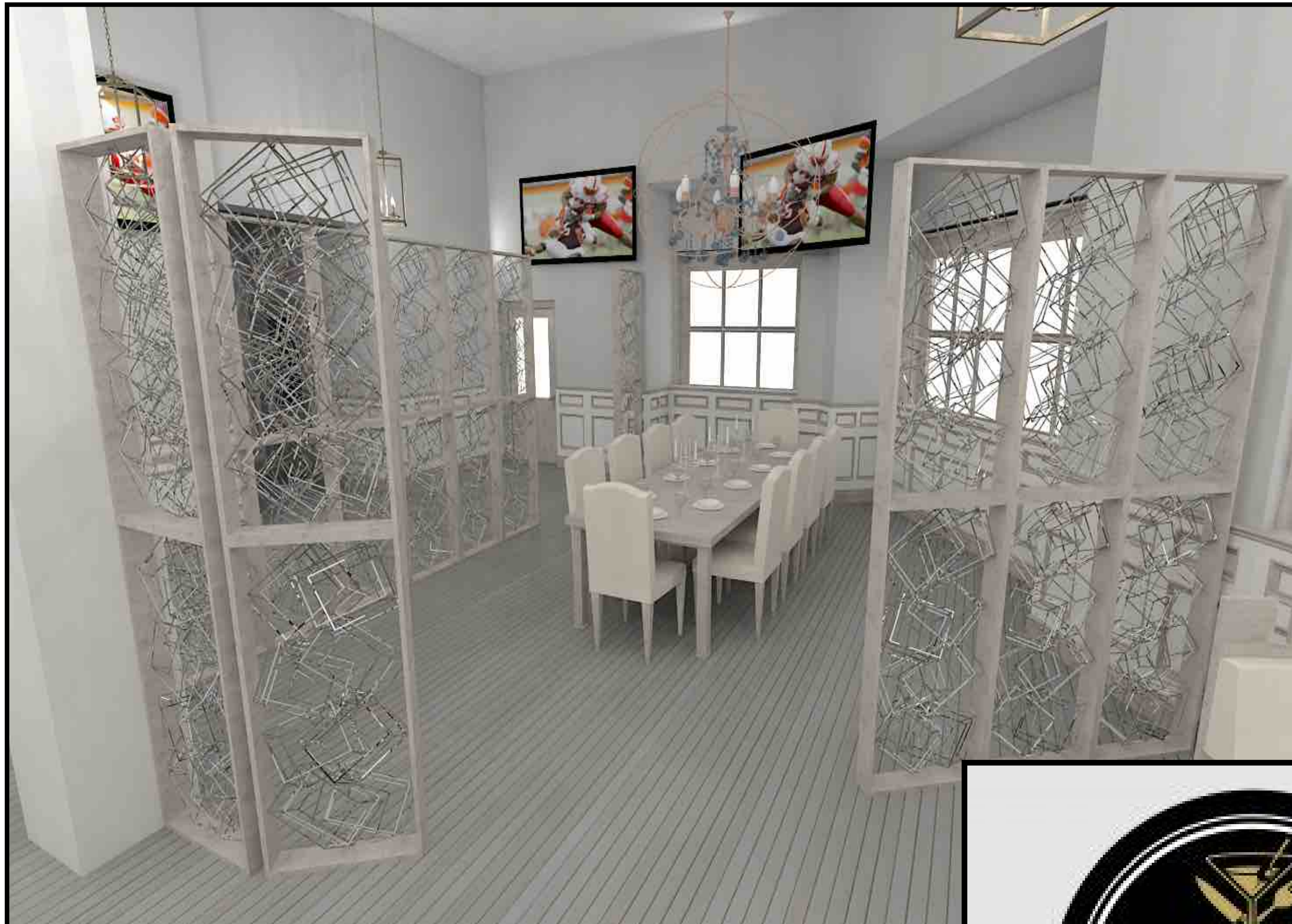
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Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
A1 - COVER

A1

PAGE NUMBER:



SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
A2 - COVER

A2

PAGE NUMBER:



SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

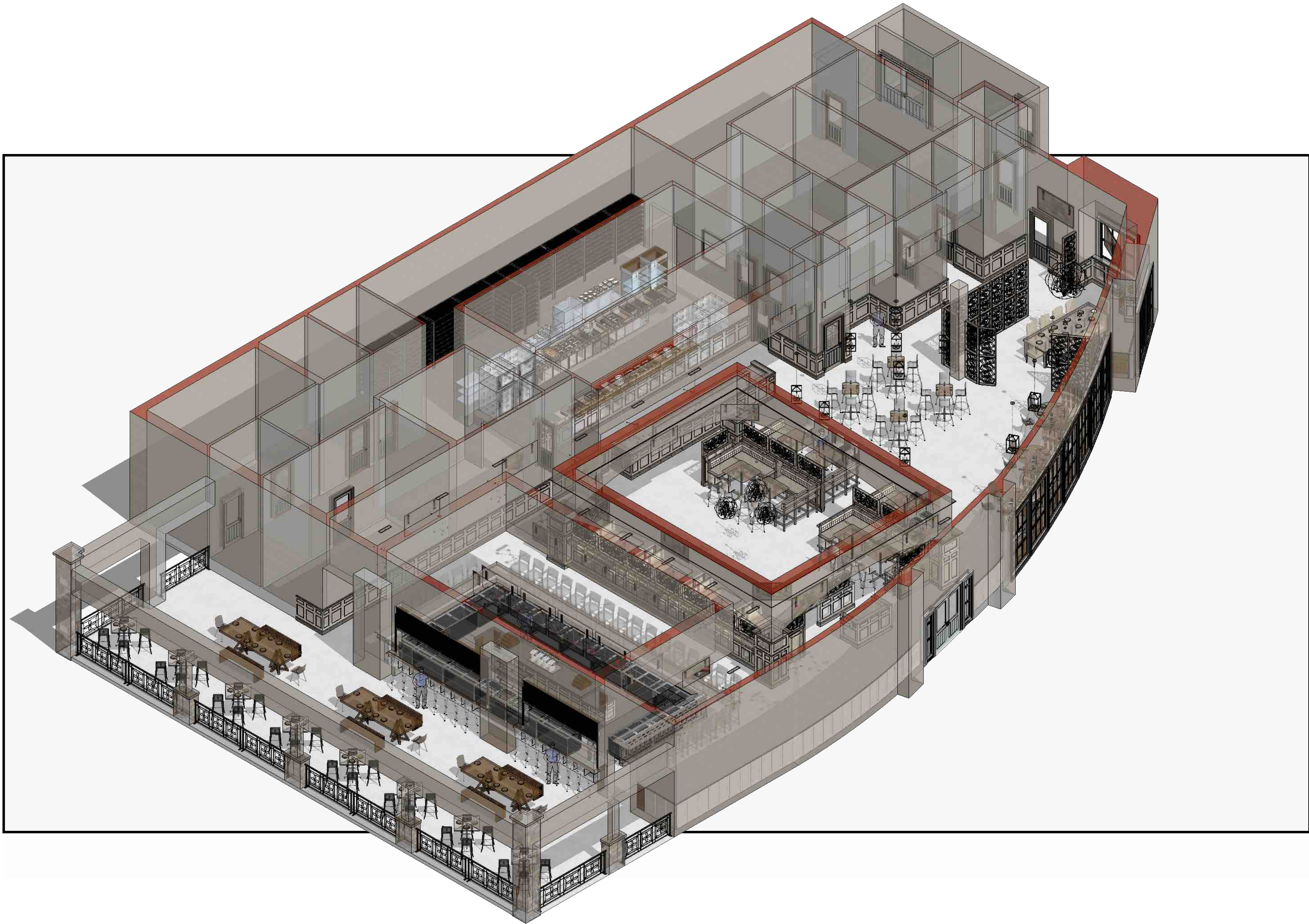
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rev.	date	remark
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PROJECT:
A3 - COVER

A3

PAGE NUMBER:



SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

rev.	date	remark
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PROJECT:

A2 - COMPLEXITY

A2

PAGE NUMBER:



**SAMMY J'S:
DINING ROOM REMODEL**

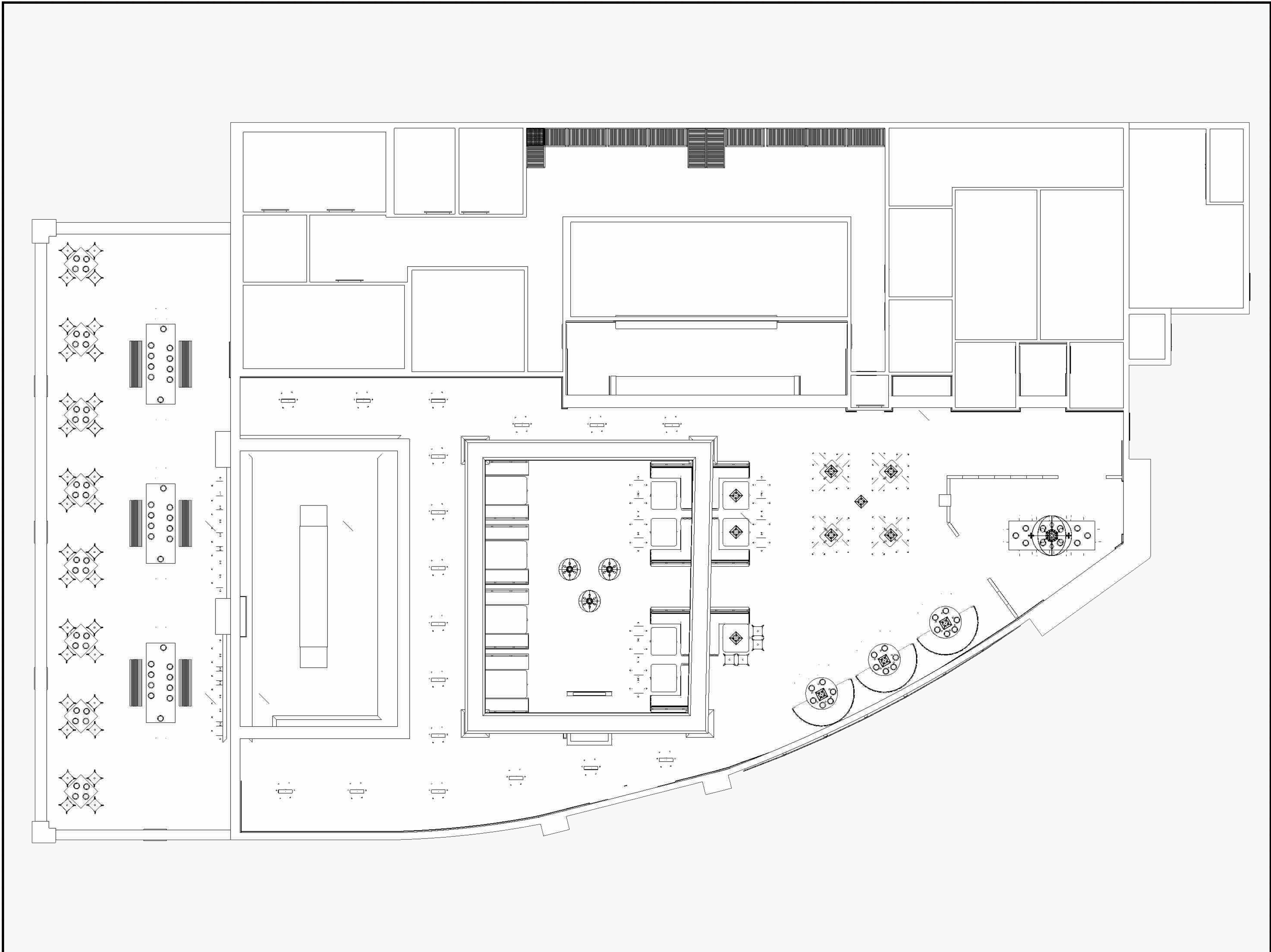
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Document Phase:
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PROJECT:

B1 - NEW PLAN

B1



SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

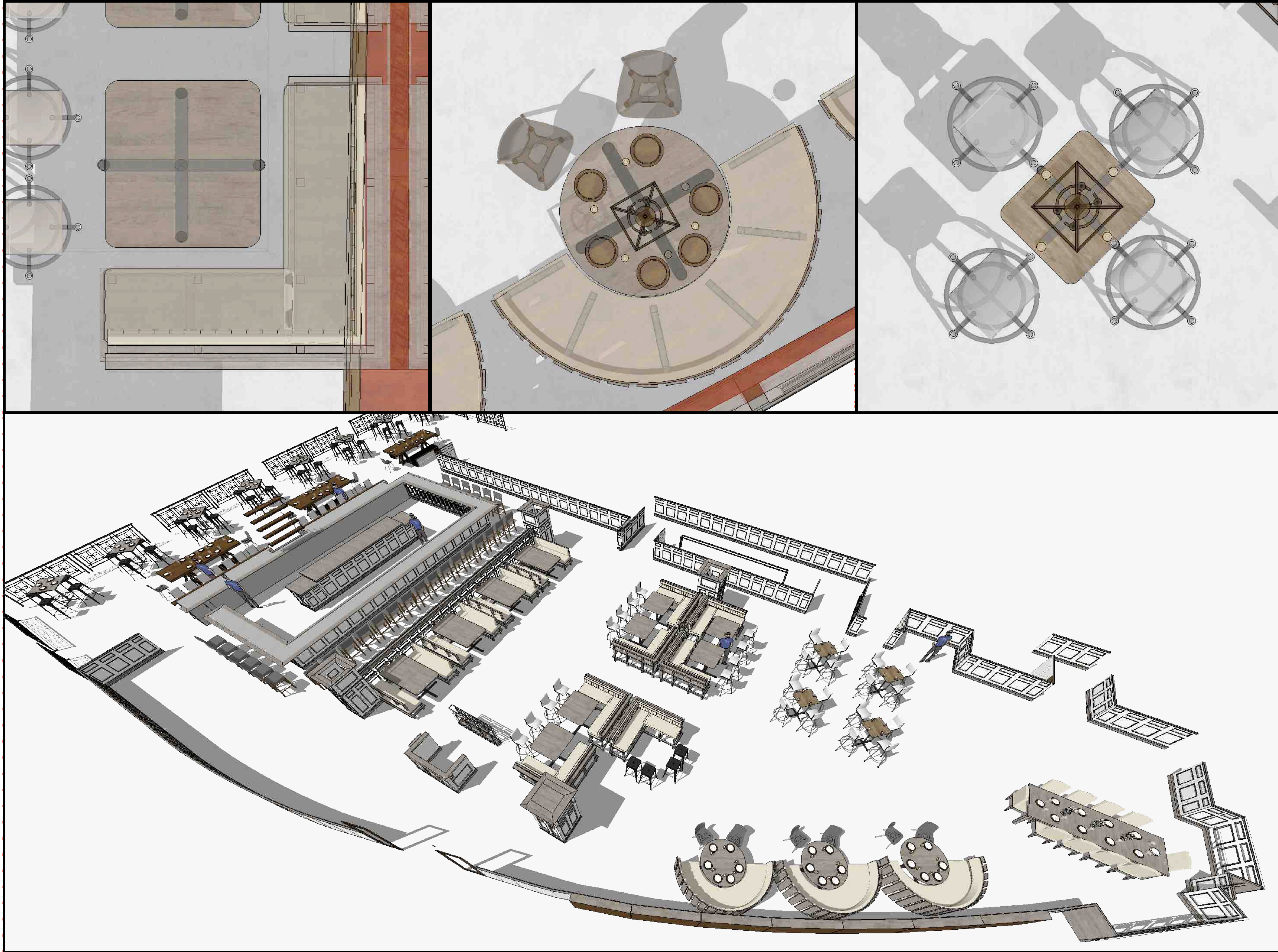
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PROJECT:

B2 - FLOORPLAN

B2



SAMMY J'S: DINING ROOM REMODEL

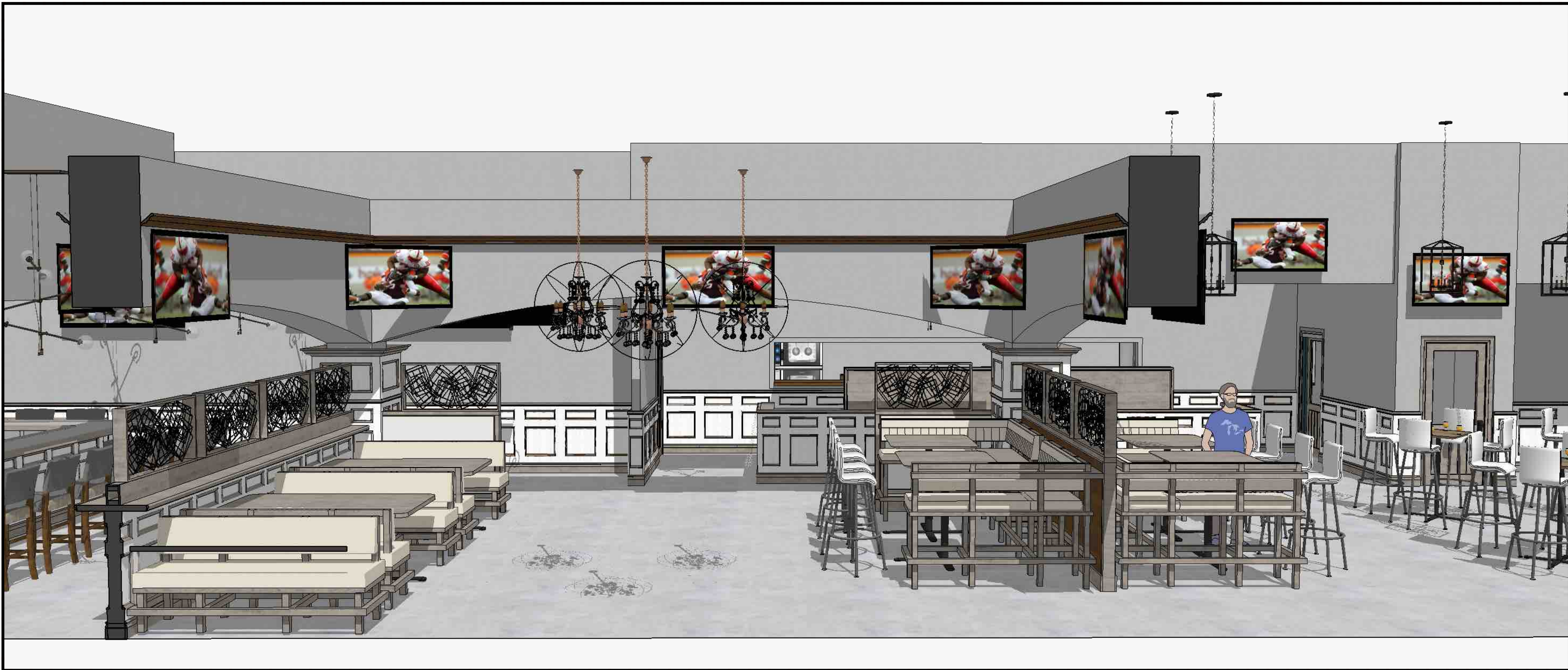
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Document Phase:
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1	00/00/00	plan revision X

PROJECT:
C1 -
CUSTOMIZATION

C1



SAMMY J'S: DINING ROOM REMODEL

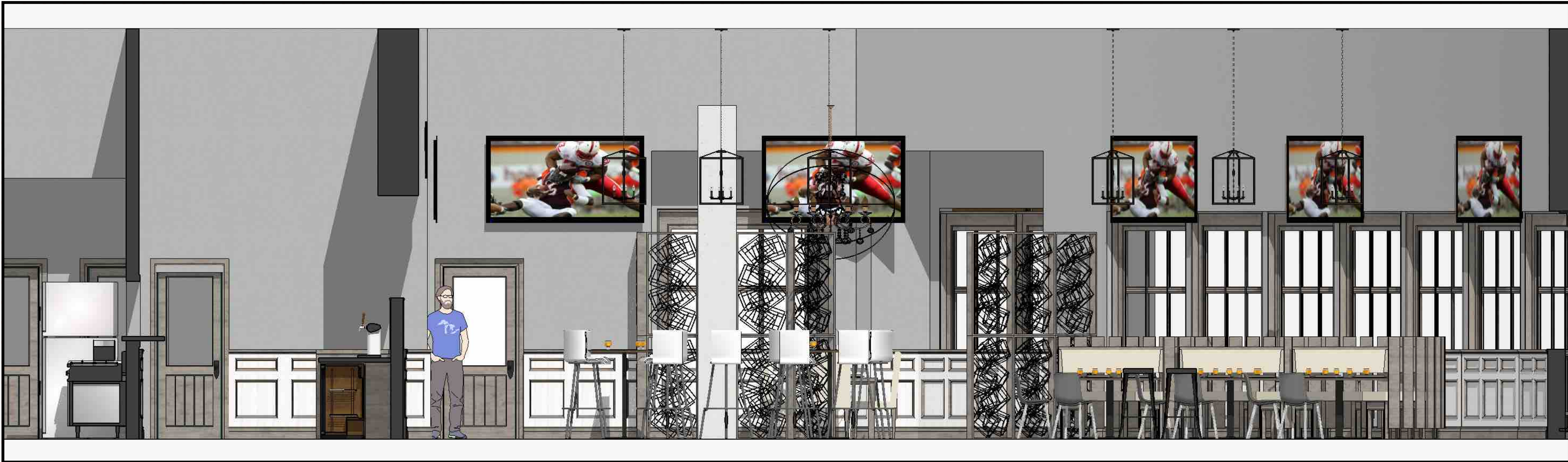
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Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
D1 - ELEVATIONS

D1



**SAMMY J'S:
DINING ROOM REMODEL**

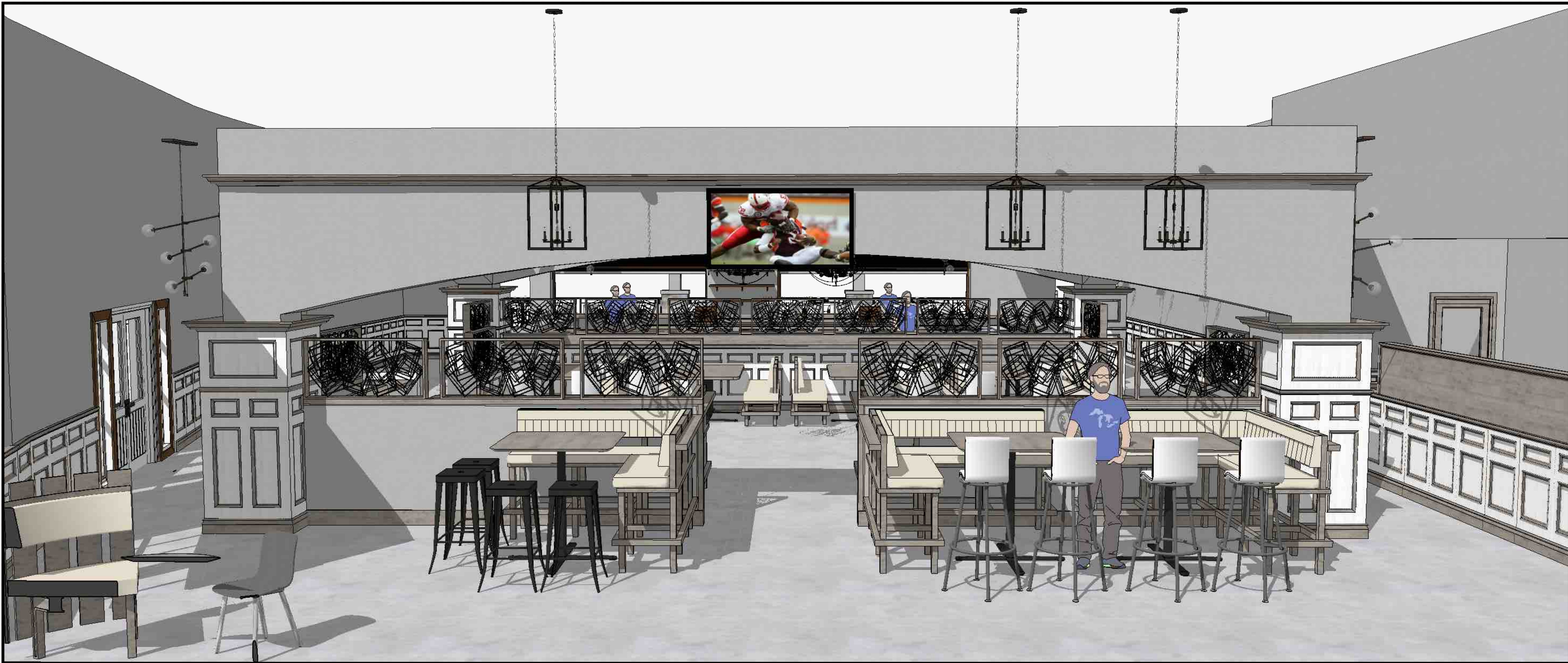
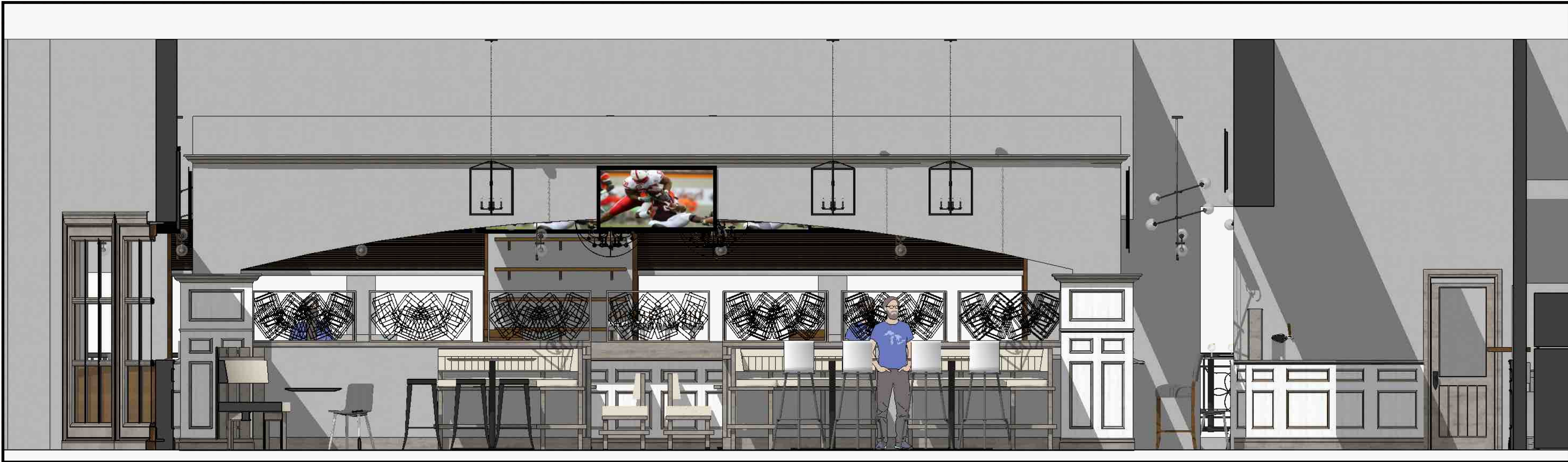
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Document Phase:
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1	00/00/00	plan revision X

PROJECT:
D2 - ELEVATIONS

D2



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DINING ROOM REMODEL**

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

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1	00/00/00	plan revision X

PROJECT:
D3 - ELEVATIONS

D3



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DINING ROOM REMODEL**

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
D4 - ELEVATIONS

D4

SAMMY J'S:

DINING ROOM REMODEL

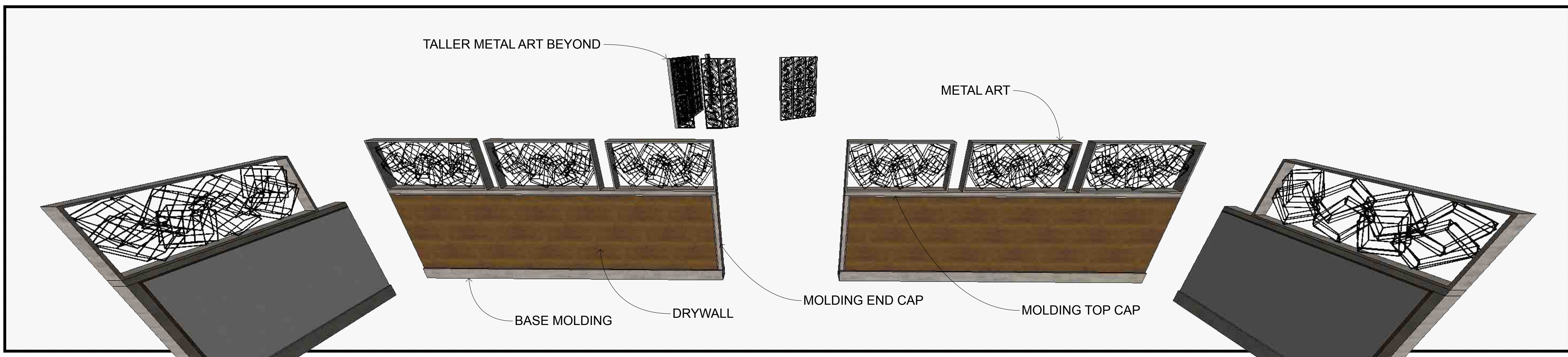
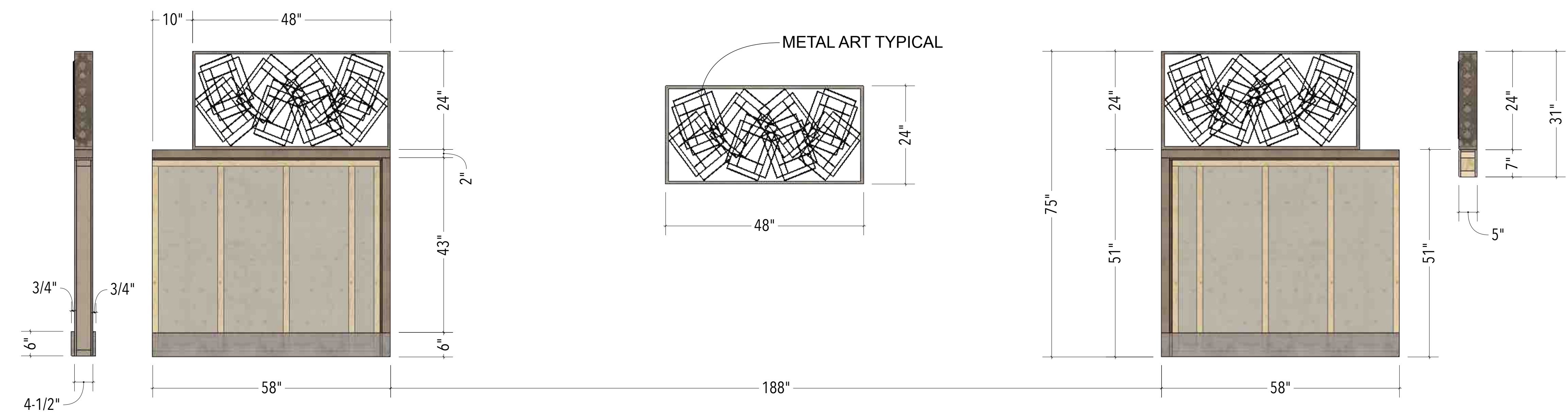
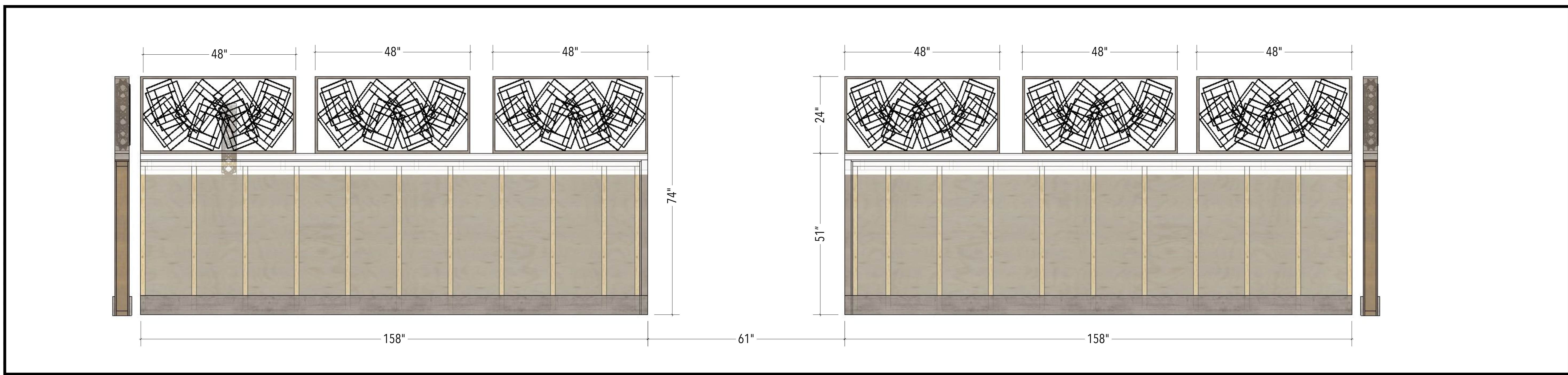
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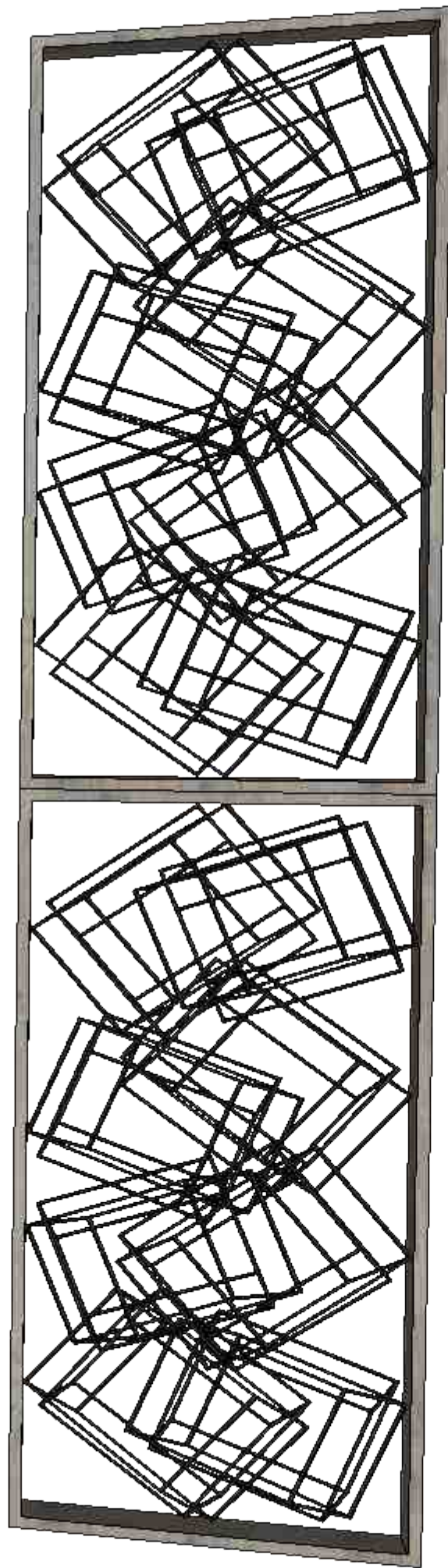
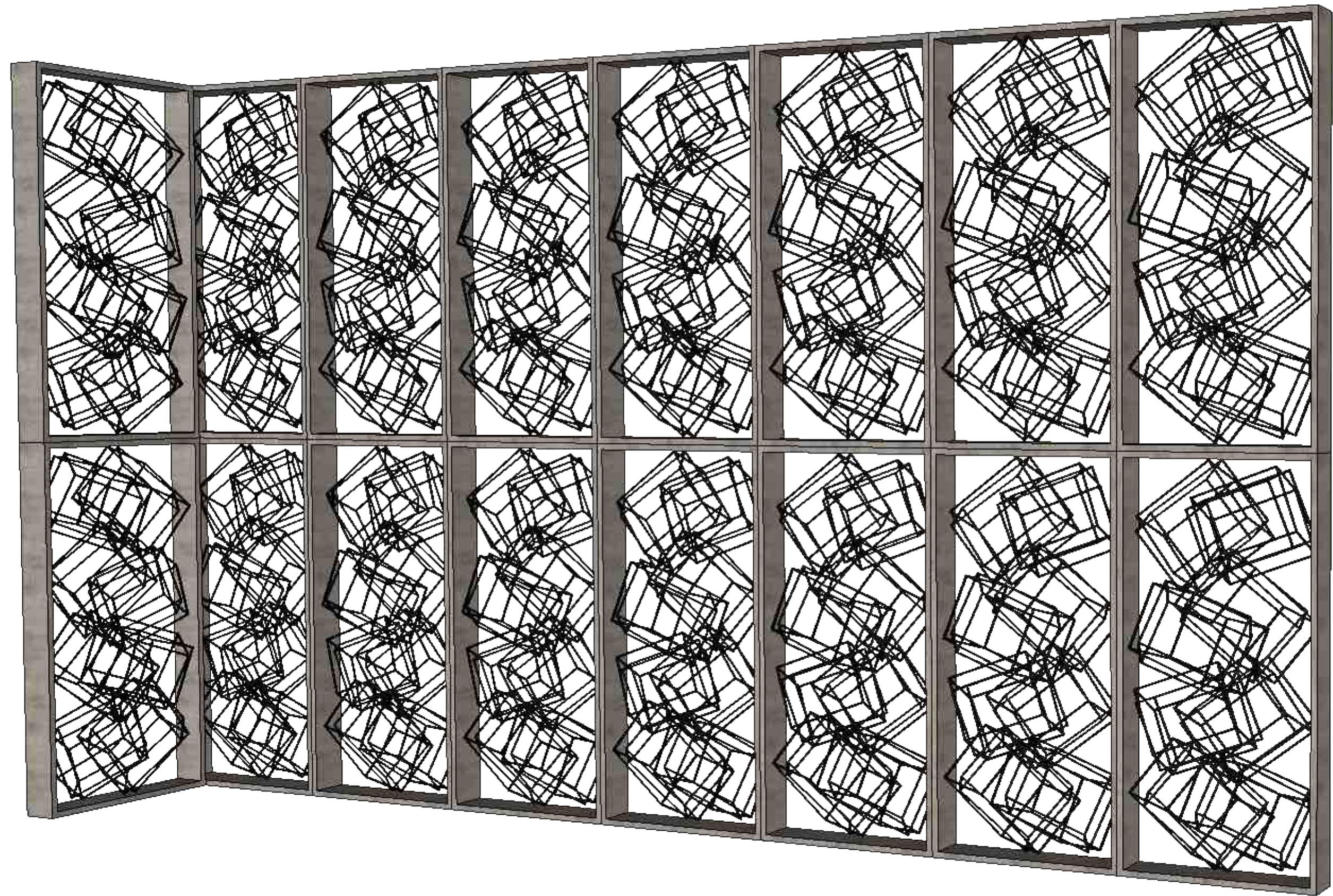
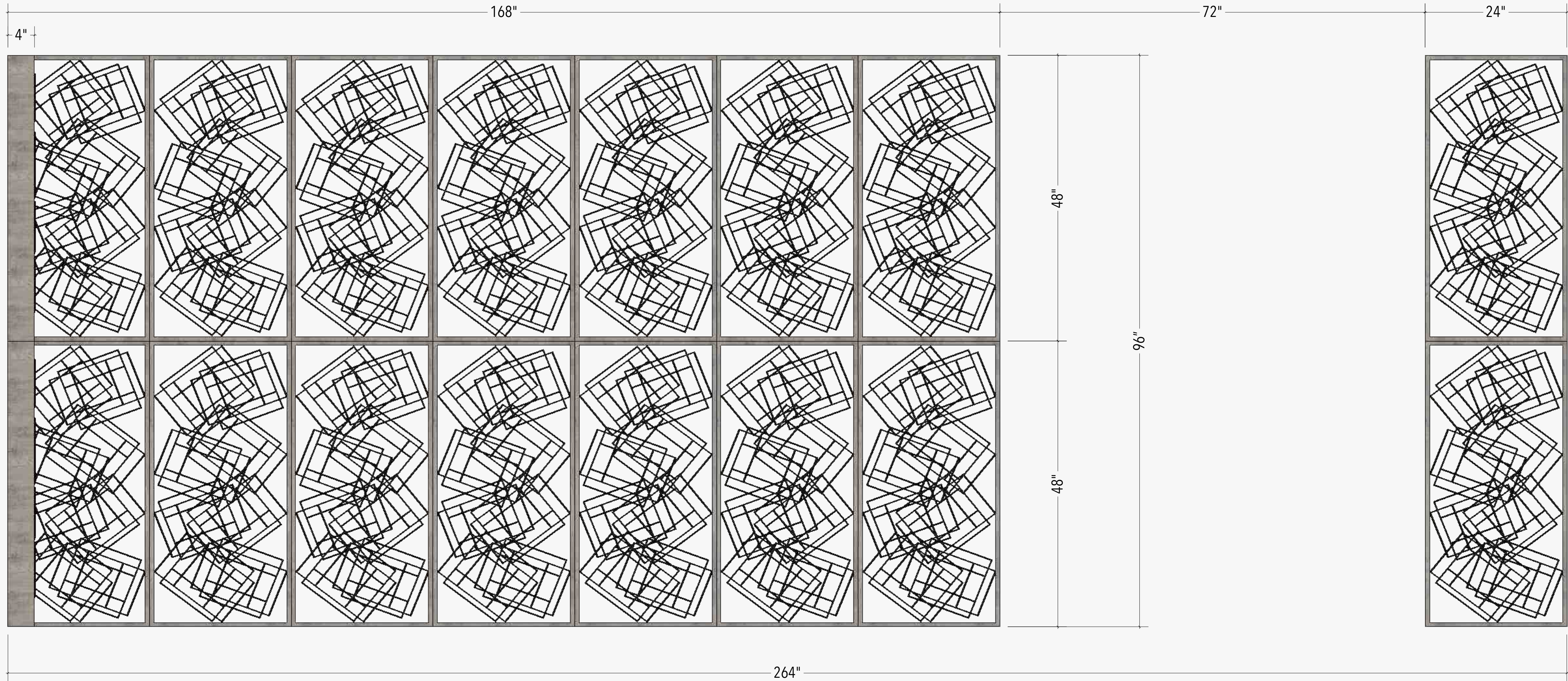
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PROJECT:

E1 -
CONSTRUCTION



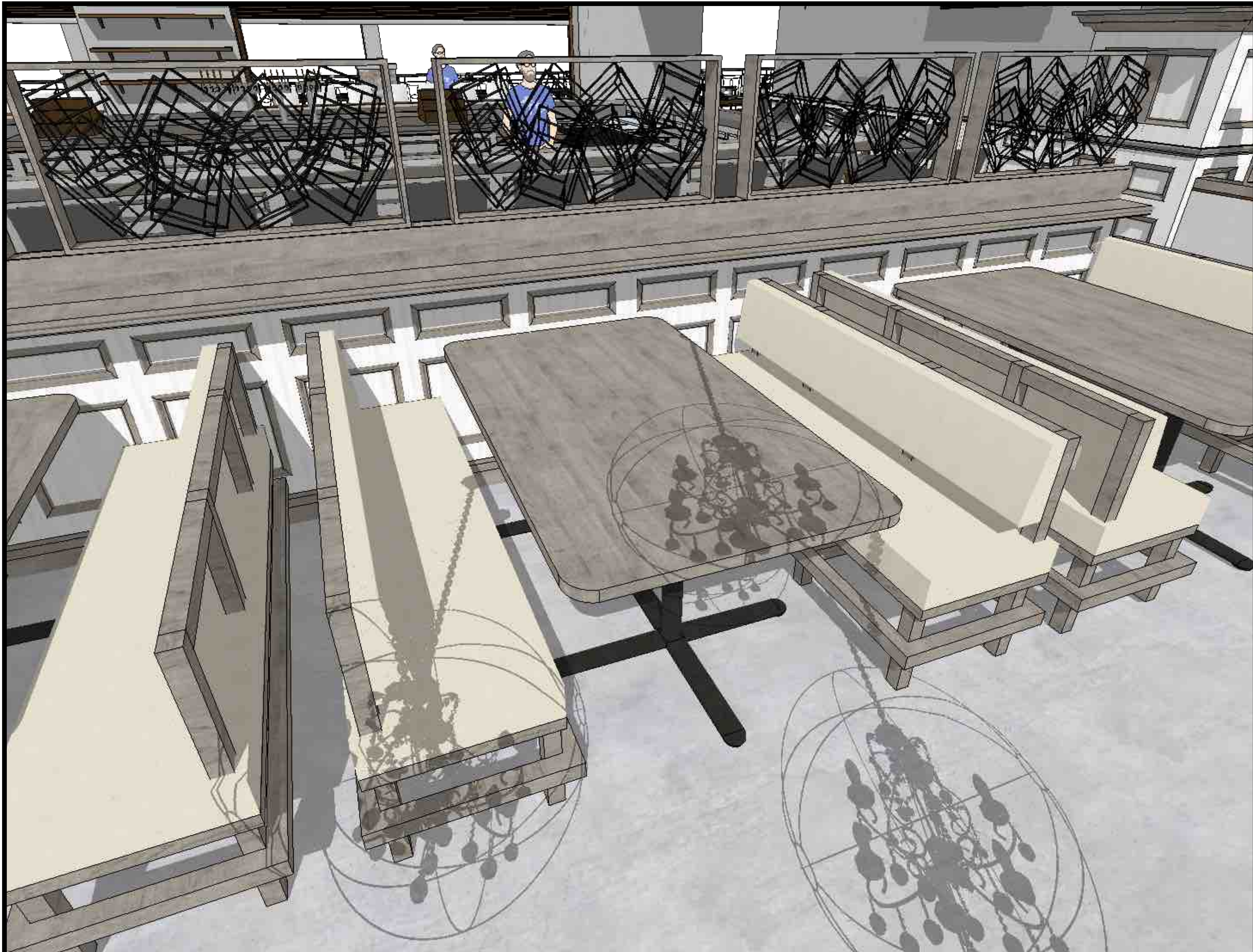


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DINING ROOM REMODEL**

Document Date:
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Document Phase:
Schematic Design

rev.	date	remark
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PROJECT:
E2 -
CONSTRUCTION



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Document Date:
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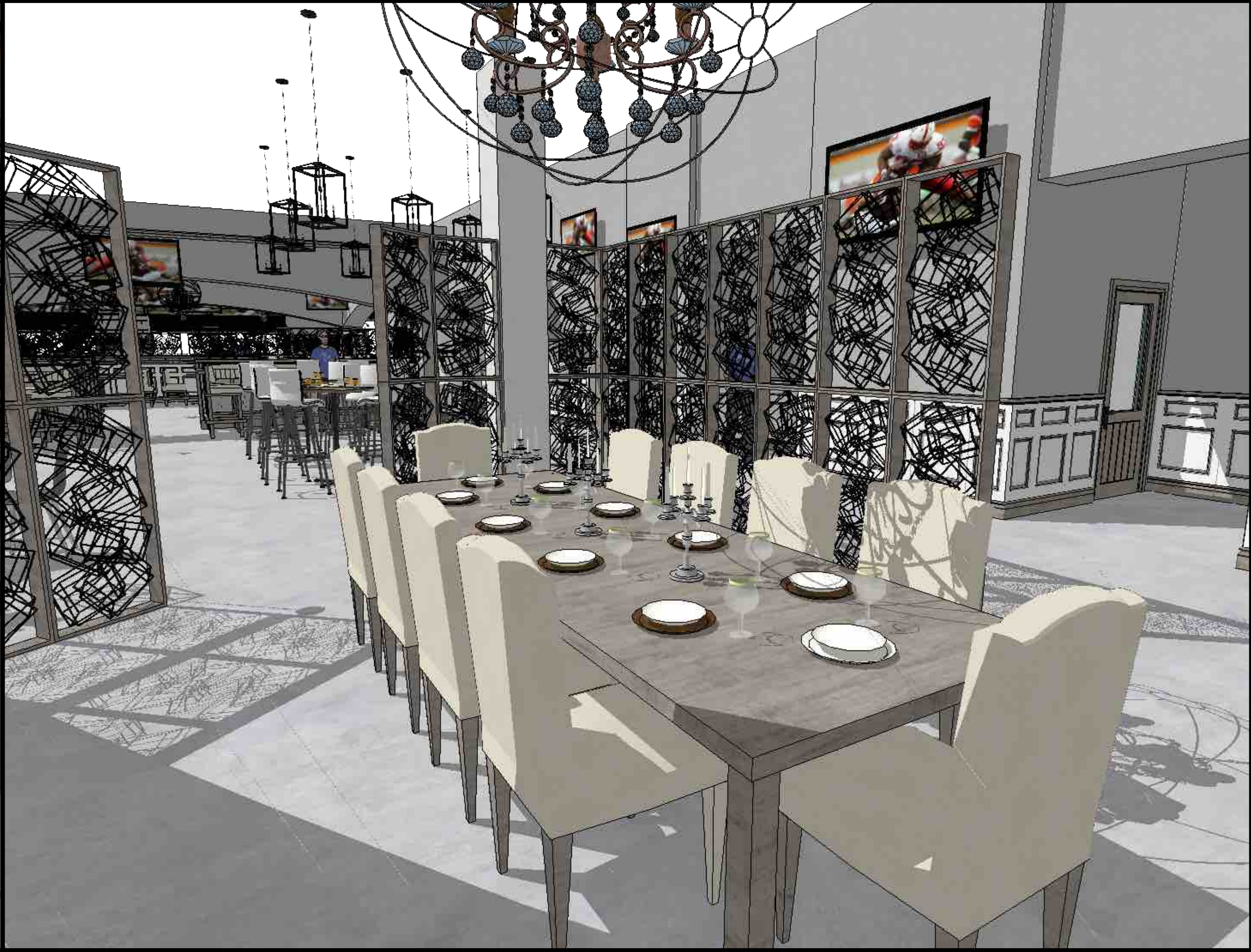
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PROJECT:

F1 - DETAILS

F1



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DINING ROOM REMODEL**

Document Date:
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Document Phase:
Schematic Design

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1	00/00/00	plan revision X

PROJECT:
F2 - DETAILS

F2



**SAMMY J'S:
DINING ROOM REMODEL**

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
F3 - DETAILS

F3



SAMMY J'S: DINING ROOM REMODEL

Document Date:
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Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:
F4 - DETAILS

F4



SAMMY J'S: DINING ROOM REMODEL

Document Date:
MaY 22, 2019

Document Phase:
Schematic Design

rev.	date	remark
1	00/00/00	plan revision X

PROJECT:

F5 - DETAILS

F5

Ashly 6-Light Globe Chandelier

See More from [Rosdorf Park](#) Shop (Average Product Rating 4.6/5)

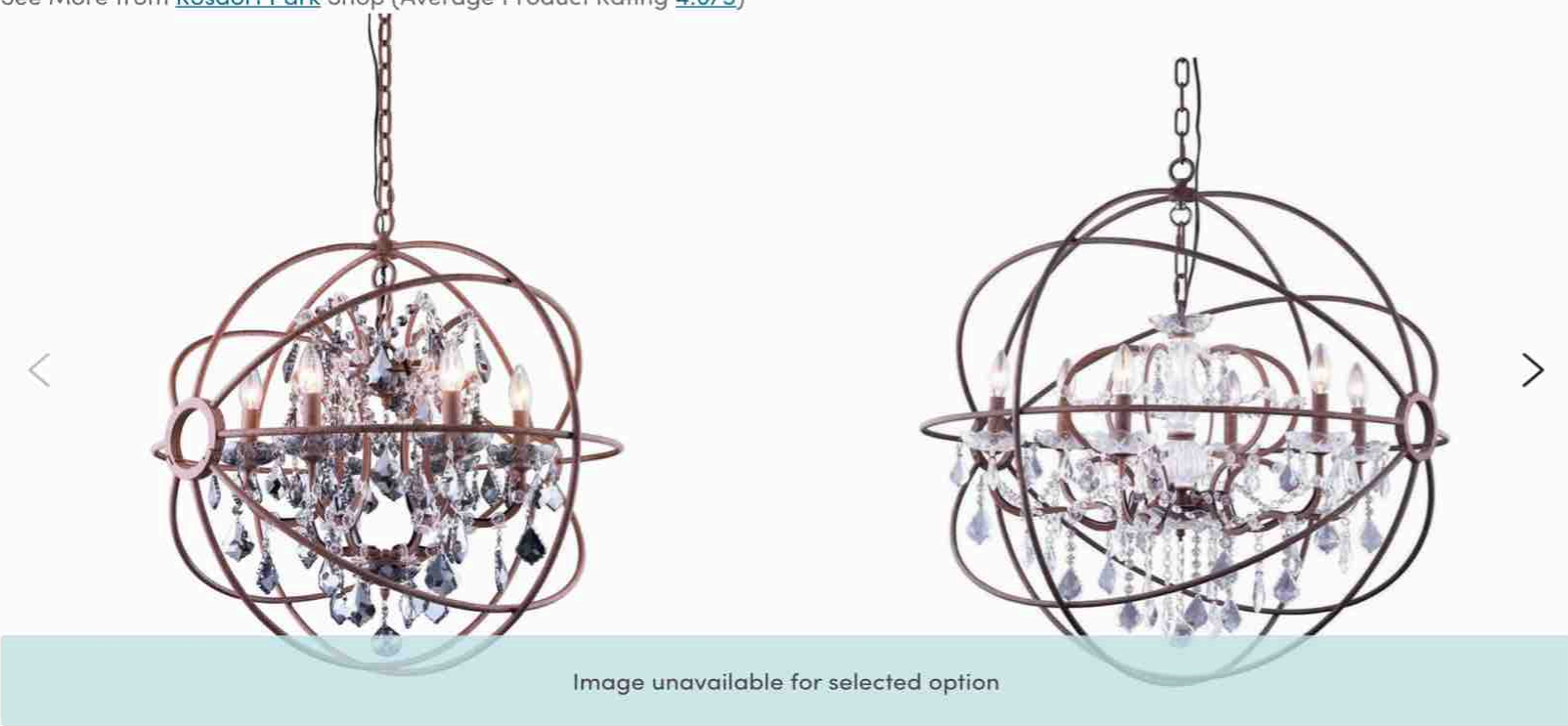







Image unavailable for selected option



\$2,019.99

Take 18 months to pay! [Get the Wayfair Credit Card](#)®.

[See All Special Offers & Savings \(4\)](#)

FREE Shipping
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Ship To: [33065 - Coral Springs](#) ▾

Finish (3)
Rustic Intent

Crystal Color (3)
Clear

Size (2)
34.5" H x 32" W x 32" D

Installation by Handy. [How It Works](#)

No Installation

Installation - \$790.99

Get 25% OFF Installation with [MYWAY](#) [Learn more](#)

Select Quantity
1



Save




Add to Cart

Corrales Stacking Patio Dining Chair

See More from [Mercury Row](#) Shop

★★★★★ 246







\$152.99 ~~\$207.08~~ 26% Off

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Select Finish: Black



Select Quantity
1 (Set of 4)


Save

Add to Cart

Ashly 18-Light Globe Chandelier

See More from [Rosdorf Park](#) Shop

★★★★★ 1



\$2,469.99

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Only 6 Left in Stock. Buy Soon!

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Finish (3)
Rustic Intent

Crystal Color (3)
Clear

Installation by Handy. [How It Works](#)

No Installation

Installation - \$790.99

Get 25% OFF Installation with [MYWAY](#) [Learn more](#)

Select Quantity
1

Save



Add to Cart








Bensley Antique 6-Light Sputnik Chandelier

See More from [Langley Street](#) Shop

★★★★★ 653

Sale








\$184.09 ~~\$219.00~~ 16% Off
On Sale

Open Box Outlet Price: [From \\$138.07](#)

[See All Special Offers & Savings \(3\)](#)

FREE Shipping
Get it by Tue, May 21
Ship To: [33065 - Coral Springs](#) ▾

Select Finish: Antique Bronze



Select Quantity
1

Installation by Handy. [How It Works](#)

No Installation

Installation - \$137.99

Get 25% OFF Installation with [MYWAY](#) [Learn more](#)

Select Quantity
1



Save








Add to Cart

Odie 4-Light Lantern Pendant

See More from [Laurel Foundry Modern Farmhouse](#) Shop

★★★★★ 569





\$209.99 ~~\$418.00~~ 50% Off

Pay as low as \$12 per month. [Buy with Wayfair Financing](#)
Shopping for a business? [Unlock insider pricing](#)

*FREE 2-Day Shipping
Get it by Fri, May 17! Order within 10 hrs 50 mins
Ship To: [33065 - Coral Springs](#) ▾

Size (2)
23.25" H x 15.5" W x 15.5" D

Installation by Handy. [How It Works](#)

No Installation

Installation - \$161.99

Get 25% OFF Installation with [MYWAY](#) [Learn more](#)

Select Quantity
1



Save








Add to Cart

Manufactured Wood Bar Table

See More from [Holland Bar Stool](#) Shop

★★★★★ 2





\$220.74 ~~\$402.00~~ 45% Off

Pay as low as \$12 per month. [Buy with Wayfair Financing](#)

Product Overview

Description



Design Your Dream Room
Our designers can help you pull together a look you'll love →





Giroux 30" Bar Stools

See More from [Ebern Designs](#) Shop

★★★★★ 30

Sale











\$121.99
On Sale

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Shopping for a business? [Unlock insider pricing](#)

FREE Shipping
Get it by Wed, May 22
Ship To: [33065 - Coral Springs](#) ▾

Select Color: Black



Select Quantity
1 (Set of 4)



Save





Add to Cart

Borica Solid Wood Picnic Dining Set

See More from [Leon Peak](#) Shop

★★★★★ 1





\$469.99

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Ships in 1-2 weeks
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☐ Add Full Service Delivery + Assembly (\$119.99)
Get 25% OFF with [MYWAY](#) [Learn more](#)
Includes room-of-choice delivery, assembly, and packaging removal.

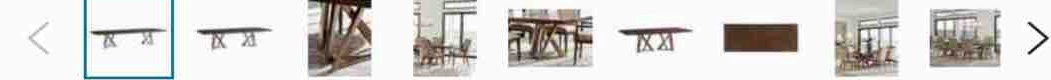
Select Quantity
1

Save

Add to Cart

See More from [Lexington](#) Shop

★★★★★ Z



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FREE Shipping
Ship To: 33596 - Valrico 

 Save

Add to Cart

See More from [Armen Living](#) Shop

★★★★★ 13



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 Save

Add to Cart



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Pay as low as \$12 per month. [Buy with Wayfair Financing](#)

Shopping for a business? [Unlock insider pricing](#)

Ship To: 33596 - Valrico ▼

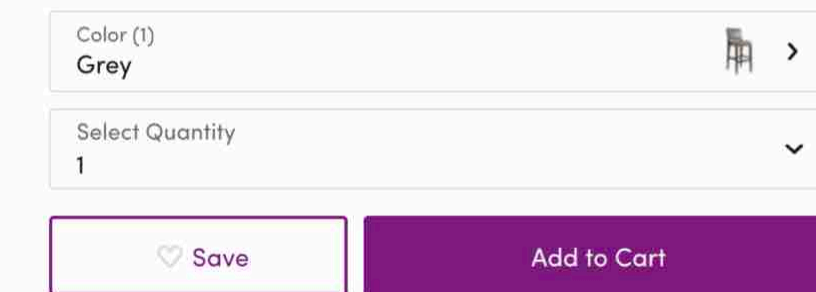
Gray

 Save

Add to Cart

See More from [Sunpan Modern](#) Shop

★★★★★ 15



Grey

 Save

Add to Cart

© 2006 The Authors

G2 -

PAGE NUMBER: 16



Social

Charcuterie and Cheese Board – 15

Serrano Ham, Genoa Salami, Selected Cheeses, Olives, Pickles

Chips and Dips – 10 V

Humus, Guacamole, Roasted Red Pepper and Corn Salsa
Crostoni, Tortilla Chips

Charred Edamame – 10 V, GF

Ginger Salt and Togarashi Pepper

Smoked Fish Dip – 10

Toasted French Bread, House Hot Sauce

Pan Asian Salmon Ceviche – 14

Fresh Diced Salmon, Chili, Sesame, Crisp Wontons,
Cucumbers, Scallion, Unagi Sauce

Tropical Shrimp Cocktail – 12 GF

Mango, Cucumber, Pineapple, Ginger, Mint, Cilantro and a Splash of Rum

Chicken Wings (8) – 14 GF

Sweet Thai Chili, Barbeque, Buffalo, Annihilation

Prince Edward Island Mussels – 14 GF

Steamed in Sake, Wakame Seaweed, Sweet Butter

Kobe Meatballs – 12

Toasted Orzo, Marinara, Parmesan Reggiano

Lump Crab Cakes – 12

Cajun Style Rémolade

Three Cheese Flatbread – 12 V

Light Marinara, Mozzarella, Artigiano Classico, Parmesan

Mushroom Flatbread – 14 V

Baby Arugula, Truffled Mixed Mushrooms
Rogue Creamery Smokey Blue

Kobe Flatbread – 15

Grilled Kobe Beef, Cajun Rémolade, Diced Pickles
Mozzarella & White Cheddar, Diced Onions
Sesame Seeds, Micro Greens

Spoon

Caribbean Black Bean Soup – 5 GF

Sour Cream and Scallions

Chilled Gazpacho – 5 V, GF

Potato – Leek Soup – 5 V, GF

Served Chilled or Warm

Fork

JLT Salad – 14 GF

Jamon Serrano Redondo Iglesias, Charred Cherry Tomatoes, Baby Greens,
Roasted Red Peppers, Poached Egg
Grilled Tomato and Olive Oil Vinaigrette, Balsamic – Fig Reduction

Boca Chop Salad – 15 GF

Poached Shrimp, Corn, Sno Peas, Applewood Smoked Bacon
Diced Tomato, Rogue Creamery Smokey Blue Cheese
Baby Greens, Cider Vinaigrette

Warm Mushroom Salad- 18 V, GF

Sautéed Royal Trumpet Mushrooms
Micro Greens, White Balsamic and Thyme Vinaigrette

Caesar Salad – 10 GF option

Asiago Crisp, Classic Dressing, Crostoni
Add: Chicken – 5 Shrimp – 6 Salmon – 7

Wilted Spinach Salad – 10 GF

Hot Bacon Dressing, Hard Boiled Egg, Shaved Red Onion

Consuming raw or undercooked meats, seafood, eggs may increase your risk of food borne illness especially if you have certain medical conditions

‘Sammy’s’

Triple Burger – 14 (Vegan Beyond Burger Available)

Blend of Aged Chuck, Brisket and Short Rib, Brioche Bun, Vermont White Cheddar, Lettuce, Tomato and Onion, Charred Tomato & Horseradish Aioli

Kobe Sliders – 12

Brioche Buns, Baby Arugula, White Truffle – Scallion Aioli
Crisp Fried Onions

4/20 Fried Chicken Sliders – 12

Buttermilk & Thyme Marinated Boneless Skinless all Natural Thighs
Brioche Buns, Housemade Pickles, Iceberg Slaw, Honey-Chili-Sesame Glaze

Lamb Burger – 14

Potato Bun, Marinated Aussie Goat Feta Cheese
Fig and Mustard Mostarda, Baby Arugula

Fresh Fish Wrap – 12

Pan Seared or Fried, Garlic Herb Tortilla, Romaine and Baby Lettuces
Julienne Tomatoes, Scallions, Caper Mayonnaise

Asian Chicken Salad Rice Paper Wraps – 12 GF,

Ginger Glazed Breast of Chicken, Mixed Lettuces, Bell Peppers, Sno Peas,
Scallions, Toasted Sesame Seeds, Crisp Wontons, Honey – Soy Dressing

Lemon – Herb Grilled and Chilled Shrimp Wrap – 14

Sweet Chili and Ginger Dressing, Cucumber, Tomato,
Onion, Baby Greens, Sesame Seeds

Sandwich Sides: Small Caesar Salad, Small House Salad, French Fries

Crispy Smashed Potatoes, Bahamian Mac n’ Cheese, Mashed Potatoes

Knife & Fork

Grill Smoked Salmon – 24 GF

Grilled Tomato Coulis, Tiny Sweet Peas
Horseradish Mashed Potatoes, Tomato – Basil Relish

Fusilli Lunghi Bolognese- 18

Telephone Cord Shaped Pasta, Slow Cooked Beef, Tomatoes and Vegetables
Aged Parmesan Reggiano, Toasted Garlic Bread

Fried Half Chicken – 16

160-degree Buttermilk Poached, Lightly Breaded and Fried
House Made Pickles, Honey – Chili Drizzle
Slow Cooked Green Beans, Bahamian Mac n’ Cheese

Braised Pork Shank “Osso Buco”- 18

Slowly Cooked in Red Wine and Maple Jus, Celery, Carrots and Onions
Toasted Orzo & Tiny Sweet Peas

Shrimp n’ Grits – 22 GF

Creamy – Spicy Cheddar Cheese Grits, Sautéed Fresh Corn
Mushrooms, Spinach and Tomatoes

Chicken Paillard – 18 GF

Thinly Pounded and Quickly Grilled Breast, Sauté of Asparagus Tips,
Tomato, Onion, Roasted New Potatoes, Mushrooms, Aged Balsamic Drizzle

Poached Hog Snapper and Gulf Shrimp – 22

Saffron – Fennel Broth, Toasted Orzo Pasta, Spinach

“Chicken & Waffle” – 18

Crisp Fried Boneless and Skinless Chicken Thighs, Wilted Baby Greens
Roasted Corn and Wild Mushroom Waffle, Sweet Chili Syrup

12 ounce New York Strip – 32 GF

Brushed with Garlic, Olive Oil and Balsamic, Sautéed Crimini Mushrooms
White Truffle Mashed Potatoes, Slow Cooked Green Beans

Slow Roasted Prime Rib - (10oz) 24 (14oz) 30 GF

Horseradish Sour Cream, Au Jus, Roasted Asparagus,
“Loaded Mashed Potatoes”
(Available after 5:00 PM Thursday through Saturday. Limited Availability)



Saturday & Sunday Brunch

Charcuterie and Cheese Board – 16

Serrano Ham, Genoa Salami, Selected Cheeses, Olives, Pickles

Chips and Dips – 12 V

Humus, Guacamole, Roasted Red Pepper and Corn Salsa
Crostitini, Tortilla Chips

Prince Edward Island Mussels – 14 GF

Steamed in Sake, Wakame Seaweed, Sweet Butter

Charred Edamame – 10 V, GF

Ginger Salt and Togarashi Pepper

Smoked Fish Dip – 11

Toasted French Bread, House Hot Sauce

Pan Asian Salmon Ceviche – 14

Fresh Diced Salmon, Chili, Sesame, Crisp Wontons,
Cucumbers, Scallion, Unagi Sauce

Tropical Shrimp Cocktail – 14 GF

Mango, Cucumber, Pineapple, Ginger, Mint, Cilantro and a Splash of Rum

Lump Crab Cakes – 18

Cajun Style Rémoûlade

Grill Smoked Salmon – 18

Cucumber Dill Sauce, Capers and Diced Onions, Toasted Baguette

Caribbean Black Bean Soup – 5 GF

Chilled Gazpacho – 5 V, GF

Chicken Wings (8) – 14 GF

Sweet Thai Chili, Barbeque, Buffalo, Annihilation

JLT Salad – 14 GF

Jamon Serrano Redondo Iglesias, Charred Cherry Tomatoes, Baby Greens,
Roasted Red Peppers, Poached Egg
Grilled Tomato and Olive Oil Vinaigrette, Balsamic – Fig Reduction

Boca Chop Salad – 16 GF

Poached Shrimp, Corn, Sno Peas, Applewood Smoked Bacon
Diced Tomato, Rogue Creamery Smokey Blue Cheese
Baby Greens, Cider Vinaigrette

Warm Mushroom Salad- 16 V, GF

Sautéed Royal Trumpet Mushrooms
Micro Greens, White Balsamic and Thyme Vinaigrette

Caesar Salad- 12 GF option

Asiago Crisp, Classic Dressing, Crostitini

Add: Chicken – 5 Shrimp – 6 Salmon – 7

Wilted Spinach Salad – 12 GF

Hot Bacon Dressing, Hard Boiled Egg, Shaved Red Onion

Crème Brûlée French Toast - 15

Vanilla Cream Soaked Challah Bread
Turbinado Sugar Dusted and Torched
Maple Crème Anglaise, Fresh Berries

Ricotta Hotcakes – 14 V

Honey Butter and Caramelized Bananas Foster

Traditional Eggs Benedict - 15

Toasted English Muffin, Applewood Smoked Ham
Poached Eggs, Classic Hollandaise

Smoked Salmon Benedict - 17

House Smoked Salmon, Wilted Spinach
Crispy Fried Smashed Potatoes
Lemon Hollandaise, Fried Capers

3 Egg Omelet - 14

Chose any 3 - Cheddar, Mozzarella, Manchego, Spinach, Tomato, Red Onion,
Mushrooms, Asparagus Tips, Red Bell Pepper
Ham, Applewood Smoked Bacon

Huevos Rancheros - 15

Corn Tortillas, Black Beans, Fried Egg, Spicy Chorizo Sausage,
Chili Verde, Corn and Red Pepper Salsa, Queso Fresco, Avocado, Cilantro

Breakfast Skillet - 14

Red Skin Potato Hash with Sautéed Peppers and Onions
Melted Cheddar Cheese, Poached or Fried Eggs, Hollandaise Drizzle

Shrimp n' Grits – 18 GF

Creamy – Spicy Cheddar Cheese Grits, Sautéed Fresh Corn
Mushrooms, Spinach and Tomatoes

J's Breakfast – 20

3 Eggs any Style, Shaved Prime Rib, Béarnaise Sauce
Crispy Smashed Potatoes, Roasted Asparagus

Sammy's Shakshuka – 16

Stewed Peppers, Onion, Tomatoes, House Hot Sauce
Two Shirred Eggs, Baby Spinach and Herbs, Toasted Challah

Kobe Sliders – 14

Brioche Buns, Baby Arugula, White Truffle – Scallion Aioli
Crisp Fried Onions

4/20 Fried Chicken Sliders – 12

Buttermilk & Thyme Marinated Boneless Skinless all Natural Thighs
Brioche Buns, Housemade Pickles, Iceberg Slaw, Honey-Chili-Sesame Glaze

Lamb Burger – 14

Potato Bun, Marinated Aussie Goat Feta Cheese
Fig and Mustard Mostarda, Baby Arugula

Triple Burger – 14 (Vegan Beyond Burger Available)

Blend of Aged Chuck, Brisket and Short Rib, Brioche Bun, Vermont White
Cheddar, Lettuce, Tomato and Onion, Charred Tomato & Horseradish Aioli

Sides- 5

Applewood Smoked Bacon, Ham
English Muffin, Toasted Challah, Crispy Smashed Potatoes
Creamy – Spicy Cheddar Cheese Grits, Roasted Asparagus
French Fries, Onion Rings

Randy Luedders

ACF Certified Executive Chef / Certified Sommelier

With over 35 years of experience in the restaurant industry, Randy Luedders has served as an integral part of numerous critically-acclaimed enterprises – many from the ground up – including concept development, plan layout and design, building construction, and menu engineering. A hands-on operator, Mr. Luedders' focus is on strategic planning, implementation of strong systems and controls, cohesive, efficient team building, as well as effective training of both the front and back of the house.

Mr. Luedders chose his career path in the restaurant industry at the age of 16. For him, the choice to pursue cooking was an easy one to make. His summers in Cincinnati were spent cooking at local restaurants and when the time came, the choice to attend the Culinary Institute of America in Hyde Park, New York was the obvious choice. Following graduation, Mr. Luedders apprenticed at the Hyatt Hotel and the Sheraton Hotel. He spent several years in St. Croix, USVI where he honed his skills as a chef, working with local ingredients and extremely fresh fish. Upon his return to the States he took the helm as the executive chef of The Precinct, a four-star steak house in Cincinnati and then The Phoenix, a three-star restaurant and private dining facility. It was the opportunity to open The Shoreby Club in Cleveland where Mr. Luedders found his passion for concept development and the orchestration of the controlled chaos of opening new ventures.

When developing and implementing a concept, Mr. Luedders strategically manages the direct operations and direction of all food, beverage, and service aspects of the company. Possessing extensive concept development and opening experience, Mr. Luedders has successfully opened various restaurants, clubs, and concepts in New York, Washington D.C., Cleveland, Central Florida and the Bahamas, including Albany Resort Bahamas; The Shoreby Club in Cleveland; CAIO baby Cucina in New York and Washington D.C.; The Ron Jon Surf Grill in Cape Canaveral, Florida; Luxautica, a private exotic car club at the Millenia Mall in Orlando; as well as GRAZE and Fifi's in Downtown Orlando. He has served as the Executive Chef at Westgate Resorts in Orlando, Mentor Harbor Yachting Club in Mentor, Ohio and Hofbräuhaus Cleveland.

For 10 years, Mr. Luedders served as the Executive Chef and Director of Food and Beverage with Tavistock Group's Isleworth Golf and Country Club; For five years he developed the brands of five free-standing restaurants at Albany Resort Bahamas. He also developed Stage 16 restaurant at the Venetian Hotel in Las Vegas in conjunction with Warner Brothers as well as The Old Fort Bay Project, a private club in Nassau, Bahamas, for Tavistock Group. During his tenure with Tavistock Group, Mr. Luedders collaborated directly with the legendary investment company's founder, Joe Lewis, on numerous future concepts and projects for the company.

Mr. Luedders is a graduate of the Culinary Institute of America, an ACF Certified Executive Chef, as well as a Certified Sommelier.



Memo

To: Melvin Pollack, Chair and Authority Members

From: Robert Abbott, Operations and Finance Analyst

Date: September 18, 2019

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

AGENDA ITEM – IX- A

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

During the month of August 2019 there were 6,210 operations reported by the Tower, which is an 8% increase from the operations reported in August 2018.

Deliveries of Jet A fuel to the Airport in August were 8% more than August of the previous year. Avgas deliveries were 6% more than in August 2018.

There were 230 noise calls made by 8 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 75 aircraft cleared Customs from 14 different countries. Five vessels cleared. There were 21 afterhours clearings. Of these flights, three cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT

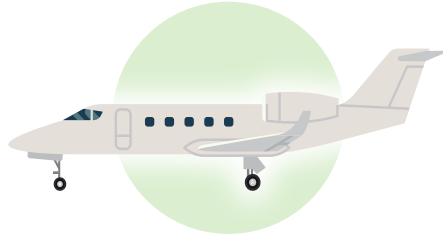


**AUGUST
2019**

AUGUST 2019 OPERATIONS REPORT



44%
TRAINING



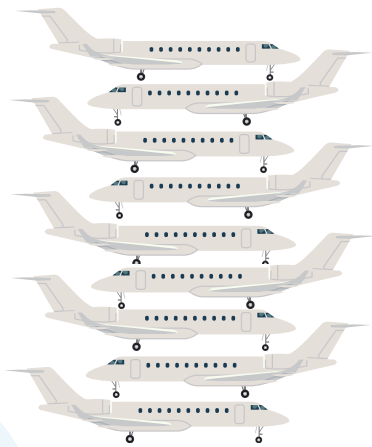
25%
IFR



31%
VFR

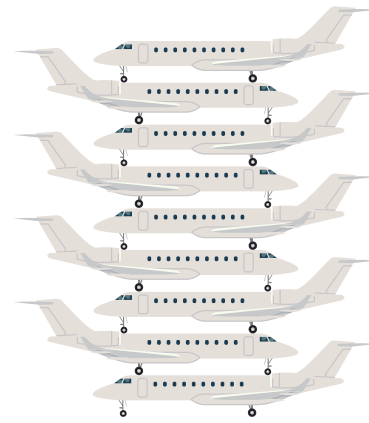
OPERATIONS BREAKDOWN

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.



5,740
AUGUST 2018

+8%



6,210
AUGUST 2019

TOWER OPERATIONS

1 PLANE = 650 OPERATIONS

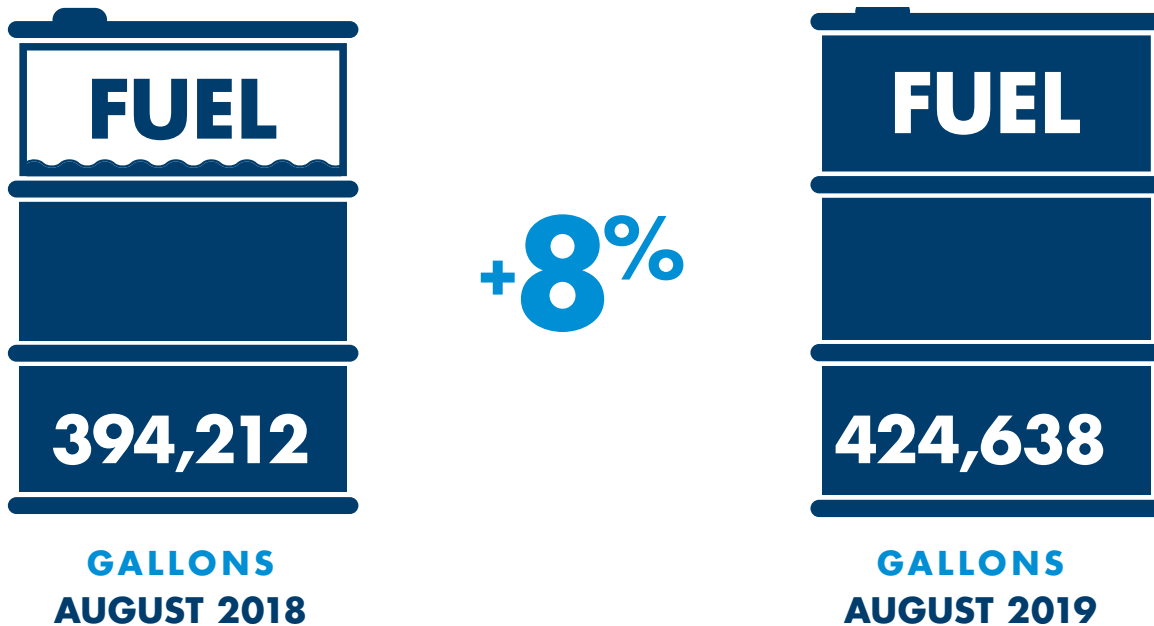
Chart 2: August 2018 operations compared to August 2019 tower operations.

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.*

AUGUST 2019

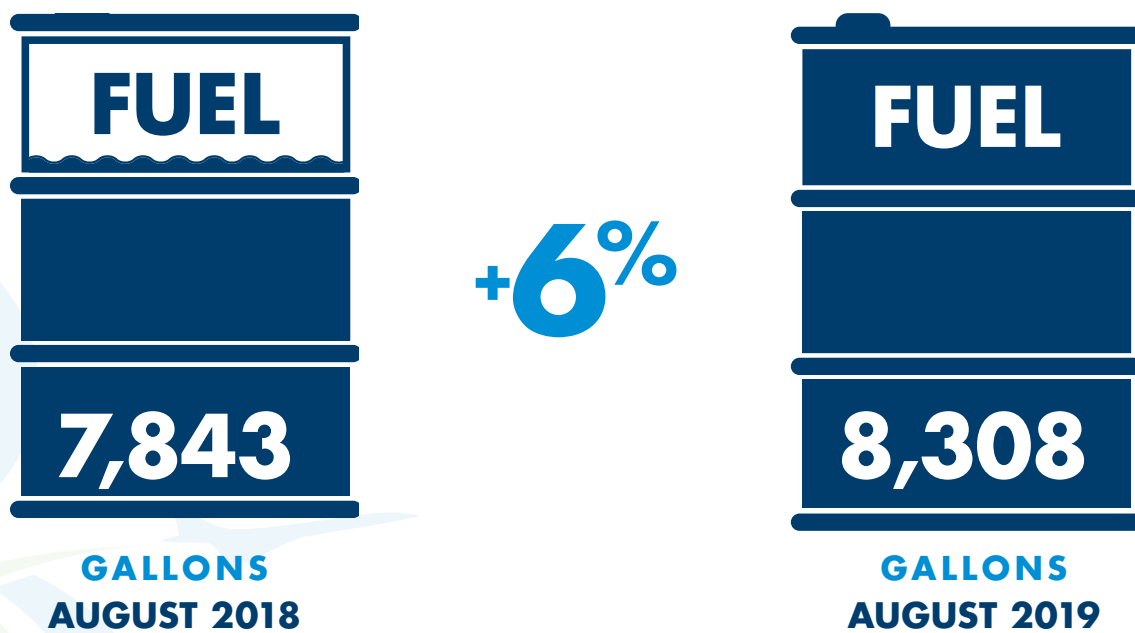
OPERATIONS REPORT



JET A FUEL REPORT

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

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



AVGAS FUEL REPORT

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

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

AUGUST 2019 NOISE ABATEMENT REPORT

NOISE CONCERNS BY HOUSEHOLD PER QUADRANT

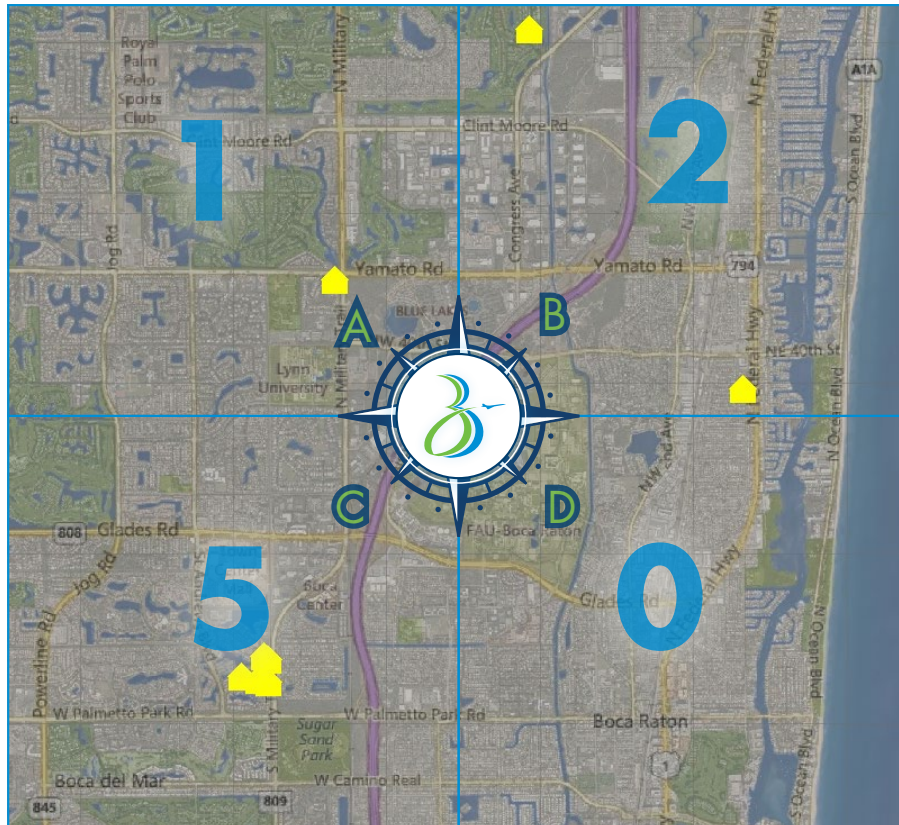


Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Adam Cogley	Wimbledon Villias	C	N/A	N/A	Low and Loud	85
Ross Rosenberg	Wimbledon Villias	C	N/A	N/A	Low and Loud	82
Wolf Lehmkuhl	Wimbledon Villias	C	N/A	N/A	Low and Loud	44
Arash Rahi	Wimbledon Villias	C	N/A	N/A	Low and Loud	8
Donna Lennon	N/A	B	N/A	N/A	Low and Loud	7
Barry Helfanbein	Wimbledon Villias	C	N/A	N/A	Loud	2
Peter Pinter	N/A	B	D	5	Loud	1
Andrew Dillman	N/A	A	O	N/A	Helicopter	1

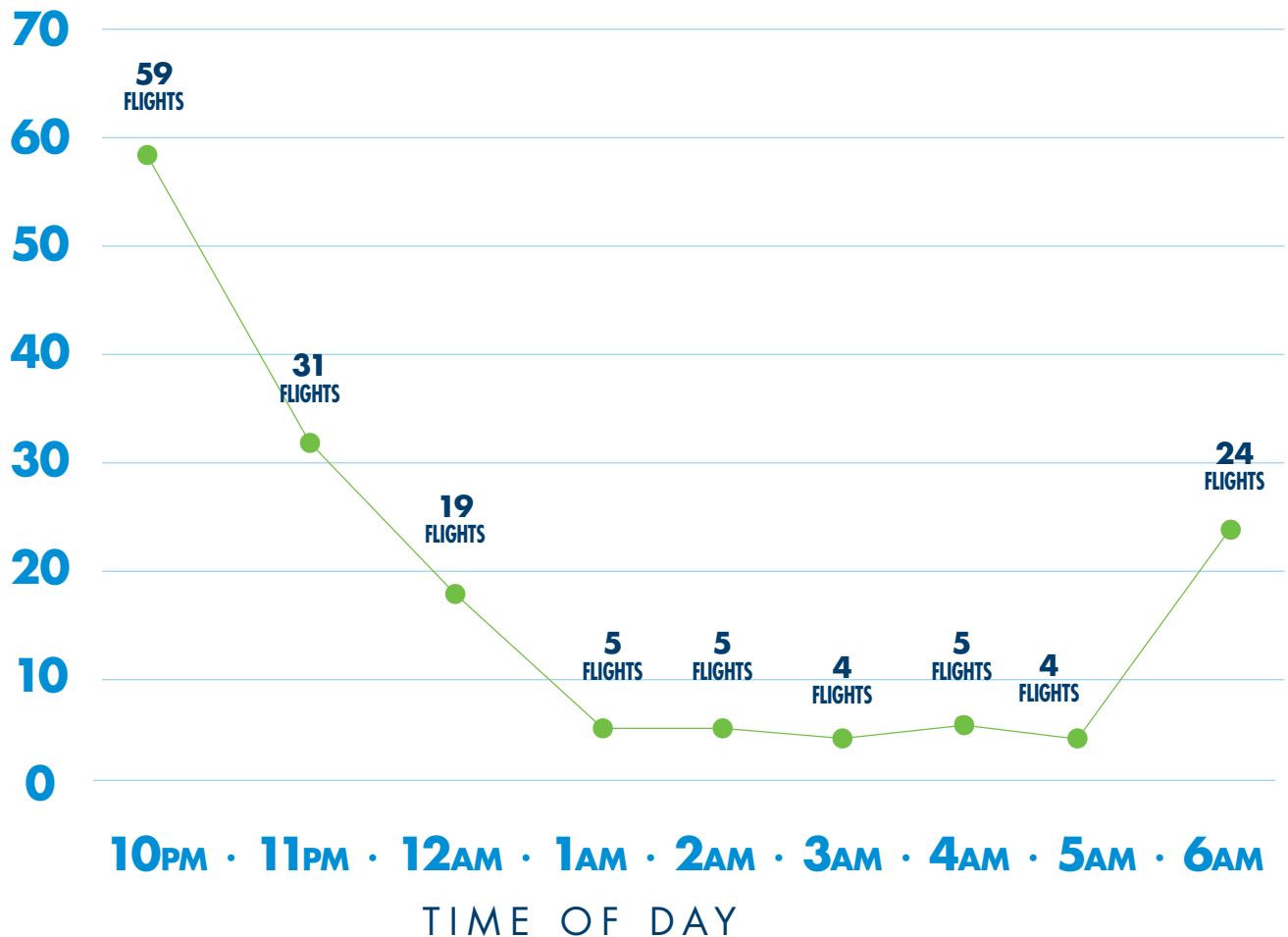
Chart 6: List of callers who submitted noise concerns via telephone, email, or on our website during the month of August.

AUGUST 2019

NOISE ABATEMENT REPORT

156
TOTAL NIGHT OPERATIONS

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING **VOLUNTARY**
CURFEW PROCEDURES

69
OPERATIONS

Chart 7: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in August 2019.

AUGUST 2019

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



PASSENGERS

Charts 8 & 9: Total operations ran and total passengers during the month of August 2019.

AUGUST 2019

CUSTOMS OPERATIONS REPORT



VESSELS

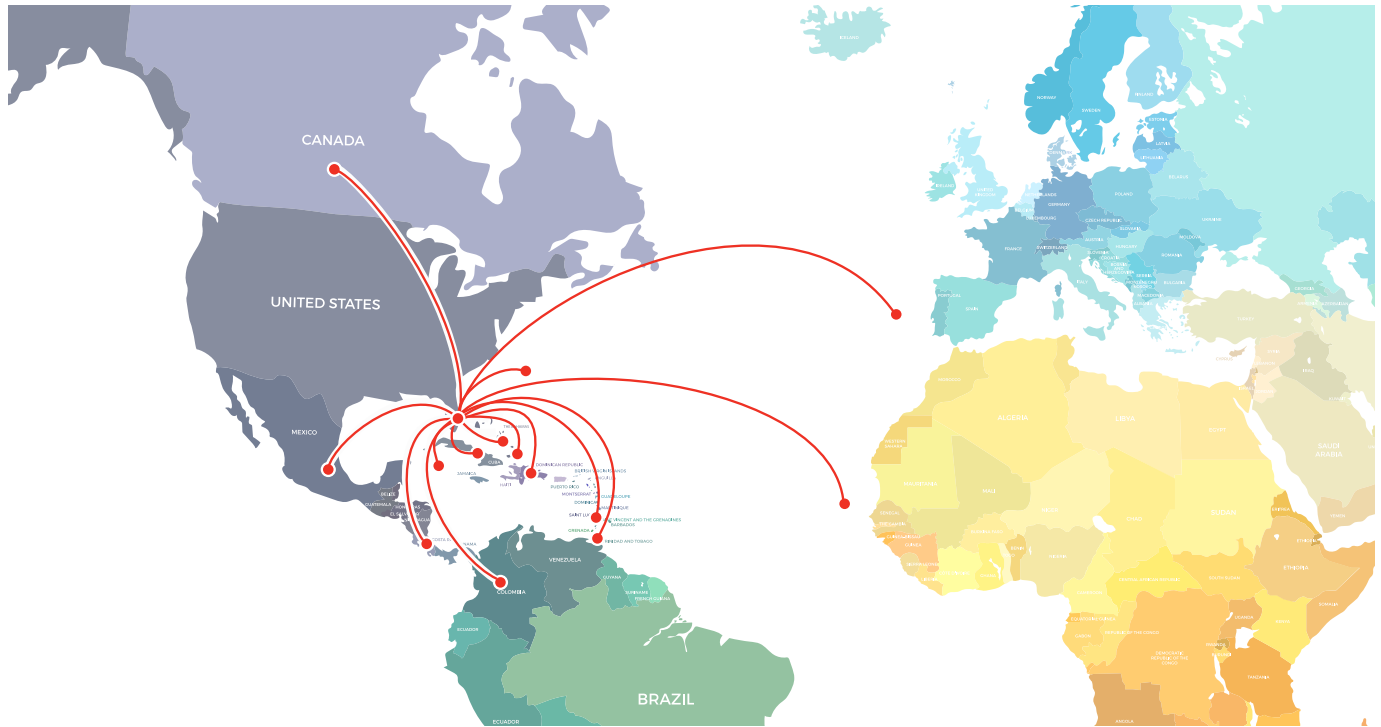


PASSENGERS

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

AUGUST 2019

CUSTOMS OPERATIONS REPORT

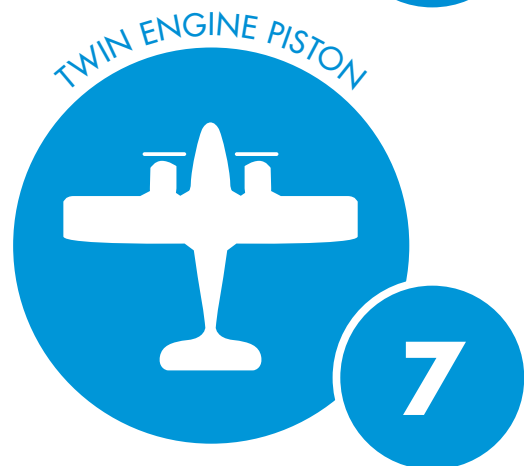


Country	No. of Flights
Bahamas	48
Canada	9
Turks & Caicos	5
Cayman Islands	2
Mexico	2
Azores	1
Bermuda	1
Cape Verde	1
Colombia	1
Costa Rica	1
Cuba	1
Dominican Republic	1
St. Vincent	1
Trinidad and Tobago	1

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

AUGUST 2019

CUSTOMS OPERATIONS REPORT



Charts 15: Total operations by type of aircraft.

AUGUST 2019

CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

21
CLEARINGS



3 OUT OF 21
DURING **VOLUNTARY CURFEW**

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

AUGUST 2019

CUSTOMS OPERATIONS REPORT



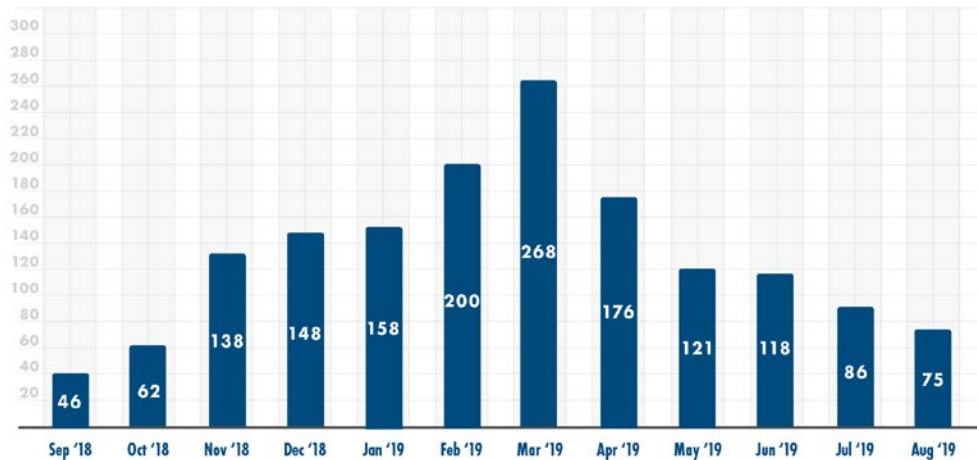
AUGUST



AUGUST

Chart 17: August 2018 total clearings compared to August 2019.

Monthly - Customs Operations





Memo

To: Melvin Pollack, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: September 18, 2019

RE: **Public Transportation Grant Agreement – Taxiways P5, C, P9 and P10
Widening Construction**

AGENDA ITEM – IX – B

The Authority accepted a Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) for Taxiways P5, C, P9 and P10 Widening Design in June 2019. This new project is intended 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 total estimated construction cost for the project is \$650,000. FDOT has offered an additional PTGA in an amount not exceed \$520,000, or 80% of the estimated budget. The additional \$130,000 is available in the Authority's 2020 budget.

Airport Management recommends approval of Resolution Number 09-17-19 authorizing a Public Transportation Grant Agreement with the State of Florida Department of Transportation for Taxiways P5, C, P9, and P10 Widening Construction at the Boca Raton Airport.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-17-19

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 – Construction

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 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. 445876-1-94-01 (the “Agreement”) for Taxiways P5, C, P9, and P10 Widening - Construction

WHEREAS, under the Agreement, FDOT’s total participation is limited to \$520,000, or up to 80% of eligible project costs, and the Authority’s participation is limited to \$130,000, 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 18th DAY OF September 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 09-17-19.
4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 09-17-19.

ADOPTED by the Boca Raton Airport Authority, this 18th day of September 2019.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James A. Nau
Secretary & Treasurer

Melvin Pollack
Chair

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088719
445876-1-94-01	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 BCT Taxiways P5, C, P9, and P10 Widening - Construction, 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)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **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 \$650,000. 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 \$520,000 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.

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- 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

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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

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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:

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- 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

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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 no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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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

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

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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- 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.

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

18. Indemnification and Insurance:

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

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

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

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

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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).

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- 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: Steven C Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

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

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 Widening: 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, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

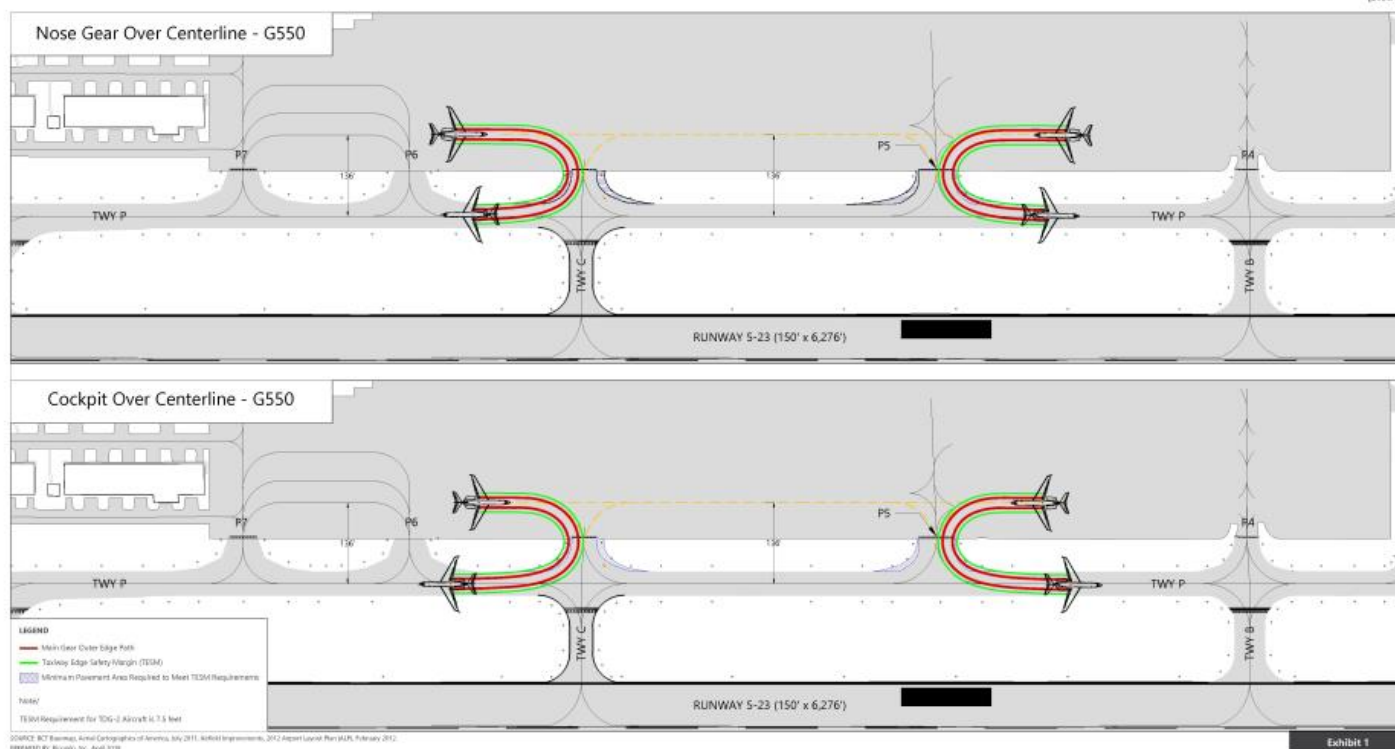
D. Deliverable(s): BCT Taxiways P5, C, P9, and P10 Widening - Construction

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

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445876-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$520,000
445876-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$130,000
Total Financial Assistance							\$650,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$520,000	\$130,000	\$0	\$650,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$520,000	\$130,000	\$0	\$650,000			

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

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

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

Laurie McDermott

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott (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.

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- 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

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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,

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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 contact info:

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

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

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NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
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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: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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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).

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- 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.

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- 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.

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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 -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$520,000

*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: Melvin Pollack, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: September 18, 2019
RE: **Hurricane Dorian Update**

AGENDA ITEM – IX – C

Airport Management will provide an update on hurricane preparedness and the impact of Hurricane Dorian.



Memo

To: Melvin Pollack, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: September 18, 2019
RE: **US Customs Facility Update**

AGENDA ITEM – IX - D

Replacement of the original VCT flooring began the week of September 9th. The new flooring consists of a higher quality and more durable ceramic tile with the associated trim upgrades. HVAC upgrades to the facility were also initiated during this time. These upgrades include additional ducting to enhance the cooling efficiency of several areas within the building.



Memo

To: Melvin Pollack, Chair and Board Members

From: Clara Bennett, Executive Director

Date: September 18, 2019

RE: **Wireless Facility Design Standards**

AGENDA ITEM X – A

Ms. Amy Petrick, Esquire, Lewis Longman Walker will present the proposed Wireless Facility Design Standards.

Airport Management recommends approval of Resolution No. 09-18-19 adopting Wireless Facility Design Standards.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 09-18-19

A Resolution of the Boca Raton Airport Authority adopting Wireless Facility Design 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, the Authority desires to establish objective Wireless Facility Design Standards (the "Standards") for the location of wireless facilities within the Authority's right-of-way;

WHEREAS, pursuant to Section 337.401, Florida Statutes, a permit is required to install, locate, or relocate a wireless facility in the Authority's right-of-way; and

WHEREAS, the Standards outline such a process, pursuant to Florida Statutes;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF SEPTEMBER 2019, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby adopts the Wireless Facility Design Standards as provided 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 09-18-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 09-18-19.

ADOPTED by the Boca Raton Airport Authority, this 18th day of September 2019.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James Nau
Secretary & Treasurer

Melvin Pollack
Chair



Wireless Facility Design Standards

Adopted

September 18, 2019

I. INTRODUCTION, PURPOSE, AND SCOPE

This document is adopted pursuant to the Boca Raton Airport Authority's ("the Authority") power to promulgate rules and regulations, pursuant to Section 5(7), Chapter 2004-468, Laws of Florida, and consistent with section 337.401(7)(r), Florida Statutes (2019), as may be amended.

The purpose of this document is to establish objective design standards for the location of wireless facilities within the Authority's right-of-way.

II. PERMIT APPLICATION PROCESS

A. Permit Required

1. Pursuant to Section 337.401, Florida Statutes, a permit is required to install, locate, or relocate a wireless facility in the Authority's right-of-way.
2. A permit application shall be submitted with the following information:
 - a. The name of the applicant.
 - b. The name of the contractor(s) that will be installing the facility.
 - c. The type of facility proposed to be installed.
 - d. The location of the facility proposed to be installed.
 - e. The height, color, design, and dimensions of the facility, included associated equipment, to be installed.

B. Permit Application Process

1. The permit application shall be processed in a non-discriminatory and competitively neutral manner without charge.
2. The permit application shall be evaluated for completeness within fourteen (14) days of its receipt.
3. If the permit application is not complete, the applicant shall have thirty days (30) to cure the deficiencies identified by the Authority and resubmit the application. The Executive Director has the authority to determine whether a permit application is complete.
4. Permit applications will be approved or denied by the Authority's Board within sixty (60) days of a complete application, or within thirty (30) days of a revised application, as applicable.

C. Grounds for Denial

1. The Authority may deny a permit to collocate a wireless facility or to place a utility pole in the Authority's right-of-way where:

- a. The wireless facility or utility pole materially interferes with the safe operation of traffic control equipment.
- b. The wireless facility or utility pole interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, including without limitation, the Authority's Airport Layout Plan, Federal Aviation Administration requirements and state and federal grant assurances.
- c. The wireless facility or utility pole interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. The wireless facility or utility pole fails to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.
- e. The wireless facility or utility pole fails to comply with applicable codes.
- f. The wireless facility or utility pole fails to comply with the objective design standards stated herein.

D. Wireless Facility Height

- 1. Small wireless facilities shall have a height no greater than ten (10) feet above the utility pole or structure upon which the small wireless facility is to be co-located.
- 2. The height for a new utility pole shall be limited to the tallest existing utility pole, as of July 1, 2017, within five hundred (500) feet of the new utility pole's proposed location. If no utility pole exists within five hundred (500) feet of the new utility pole's proposed location, the maximum height of the new utility pole shall be fifty (50) feet.

E. Insurance, Indemnification, Abandonment, Liability, and Construction Bonds

- 1. Any utility pole or small wireless facility that ceases to be used for a period of twelve (12) consecutive months, or longer, shall be deemed abandoned and the Permittee shall be required to remove the pole or facility at the Authority's request.
- 2. The Permittee shall indemnify, defend, and hold the Authority harmless for damages, losses, or costs that arise due to the acts or omissions of the Permittee, its agents, successors, or assigns.

3. The Permittee shall repair, at its cost, any damage to the right-of-way caused by the installation, location, or re-location of the wireless facility or utility pole, including without limitation damage to the landscaping of the right-of-way.
4. No change in grade or elevations shall be made in the location, installation, or re-location of a small wireless facility or utility pole, unless such changes are expressly permitted in the Permit or are consented to in writing by the Authority.
5. The Authority does not assume responsibility for the ownership, operation, or maintenance of permitted facilities or poles, as a result of granting a Permit under these rules. All Permittees acknowledge as part of filing an application that the responsibility for operation and maintenance of the permitted facility or pole lies solely with the Permittee.

F. Assignment of Permit

1. Permits may not be assigned without the express prior written permission of the Authority.

G. Permit Violations

1. In the event that a Permit condition or requirement is violated, the Authority shall issue a written Notice of Violation to the Permittee and request that the Permittee cure the violation no later than thirty (30) days after the Notice of Violation is issued.

2. If a permit violation is not cured within the thirty (30) day time period, and the Authority has not extended the time for cure in writing at the request of the Permittee, the Permit shall be revoked.

3. Notices of Violation and Permit revocations may be executed by the Authority's Executive Director and appealed to the Authority's Board.

II. DESIGN REQUIREMENTS

A. Replacement of Utility Poles

1. A new utility pole that replaces an existing utility pole shall be of substantially similar design, material, and color to the pole it replaces, unless the new color, material, or design is approved by the Authority as more consistent with the Airport Road beautification project.

B. Small Wireless Facilities and New Utility Poles

1. Small wireless facilities located in the Authority's right-of-way must be concealed or camouflaged, and consistent in color with the utility pole upon which it is located.

2. If a small wireless facility is co-located, the small wireless facility should be consistent with the material, design, and color of the other small wireless facility(ies) located on the utility pole upon which the small wireless facility is to be mounted.

3. Ground-mounted components of a small wireless facility should be no farther than fifteen (15) feet from the associated support structure, subject to the operational and safety requirements of the proposed location.

4. A new utility pole must meet the same locational context, color, and material designs of the predominant utility pole type located in the Authority's right-of-way.

C. Requested Placement of Small Wireless Facilities or Proposed Utility Poles for Co-Located Facilities

5. If a permit applicant proposes a location for a small wireless facility or proposed utility facility upon which a co-located wireless facility will be placed that is objectionable to the Authority, the Authority shall notify the permit applicant in writing within fourteen (14) days of the application and the parties shall commence a thirty (30) day negotiation period to determine whether the facility or pole can be reasonably relocated. The Executive Director has the authority to notify the permit applicant of the Authority's desire to negotiate and to conduct negotiations on behalf of the Authority.

6. If the alternative location is accepted by the permit applicant, the permit applicant shall notify the Authority and the application shall be deemed granted.

1. If agreement is not reached within the thirty (30) day negotiation period, the permit applicant shall notify the Authority and the Authority shall grant or deny the original application within ninety (90) days after the date the application was originally filed.