

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, December 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, December 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 November 20, 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 November 2019 Financial Report.

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

VIII. TENANT REPORTS AND REQUESTS

A. Special Event Request – Signature Flight Support

Consider Resolution No. 12-23-19 of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to host the La Bella Macchina event on January 23, 2020.

B. Special Event Request – Atlantic Aviation

Consider Resolution No. 12-24-19 of the Boca Raton Airport Authority conditionally approving the request of Atlantic Aviation to host the Leukemia & Lymphoma Society Light the Night Awards Reception on January 28, 2020.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

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

B. Airport Road Improvements Project Update.

C. Disadvantaged Business Enterprise Program Administration Services.

Consider Resolution No. 12-25-19 of the Boca Raton Airport Authority approving renewal of the agreement between the Authority and Dickey Consulting Services for Disadvantaged Business Enterprise (DBE) Program Administrator Services for the period beginning on January 1, 2020 and ending at midnight December 31, 2020.

D. Personnel Policies and Procedures Manual.

Consider Resolution No. 12-26-19 of the Boca Raton Airport Authority amending and restating the Boca Raton Airport Authority Employee Handbook, hereafter known as the Personnel Policies and Procedures Manual.

E. Procurement Code Revisions.

Consider Resolution No. 12-27-19 of the Boca Raton Airport Authority amending the Boca Raton Airport Authority Procurement Code.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for January 15, 2020 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
November 20, 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 - ABSENT
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 and Finance Analyst
William Urbanek, Operations Coordinator
Robert Pratt, Operations and Admin. Coordinator

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

APPROVAL OF MINUTES

A MOTION to approve the minutes of the October 16, 2019 Regular Meeting was made by Mr. Tucker and seconded by Mr. Folden. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

PUBLIC REQUESTS

Mr. Bill Trinko inquired about noise concerns in his neighborhood and what has been done since his last inquiry. Ms. Bennett advised the Board that and Mr. Trinko's main

concern is flight training from Lynn University. Airport Management had discussed the situation with Lynn University and Air Traffic Control Tower staff at the time. Ms. Bennett advised she will set up a meeting between the Dean of Aeronautics at Lynn University and Mr. Trinko to further discuss his concerns.

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

Mr. Nau advised the Board that he reviewed the financial report and wanted the Board to be aware that the Authority had received a settlement check from the airplane incident that happened in September 2019.

Ms. Camilo presented the Financial Report for October 2019.

Ms. Bennett advised the Board of the current status of the Customs hurricane relief efforts.

Mr. Tucker inquired about what other airports were currently doing in the way of Bahamas relief. Ms. Bennett advised the Board that those airports that provided relief did so in the immediate aftermath of the hurricane and for a short duration.

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

TENANT REPORTS AND REQUESTS

Mr. Bryan presented a special event request from Signature Flight Support Corp. to host the Boca Chamber Professionals Under Forty (Pulse) Meets the Boca Chamber Board of Directors Event on January 21, 2020.

A MOTION to approve Resolution No. 11-21-19 of the Boca Raton Airport Authority granting conditional approval to Signature Flight Support Corporation's request to host a Special Event on their leasehold premises for the Boca Chamber Professionals Under Forty (Pulse) Meets the Boca Chamber Board of Directors Event on January 21, 2020 was made by Mr. Nobles and seconded by Mr. Tucker. The motion carried unanimously.

Mr. Bryan presented a special event request from Atlantic Aviation to host Concours d'Elegance/DuPont Registry on February 7, 2020.

Mr. Pollack inquired as to the parking plan for the event.

Mr. Folden inquired about what was going to be done about guests parking in other parking lots and along the street.

Mr. Joseph Therrien, General Manager, Atlantic Aviation- Boca Raton, LLC provided details on the parking plan for the event.

Mr. Tucker expressed his concern regarding parking and safety at this year's event and Mr. Nobles agreed with the concerns regarding parking. Mr. Therrien stated that he understood the concerns and would work to address them prior to the 2020 event.

A MOTION to approve Resolution No. 11-22-19 of the Boca Raton Airport Authority granting conditional approval to Atlantic Aviation's request to host a Special Event on their leasehold premises for the Concours d'Elegance/DuPont Registry, scheduled for February 7, 2020 was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Michael Corbit, Assistant Vice President of Business Services, CareerSource Palm Beach County spoke regarding their Aero-Flex Pre-apprenticeship Program.

Mr. Folden inquired about the marine program. Mr. Corbit explained the program and how it mirrored the aviation program.

Mr. Kohut presented three videos highlighting careers at the Airport that were done to promote the Aero-Flex Pre-apprenticeship Program and aviation-related career opportunities.

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

Mr. Folden reminded the Board that there is still a relief effort going on in the Bahamas and that the affected areas make up a very small amount of the Customs clearings.

A discussion ensued.

Ms. Bennett advised that all Customs user fees have been reinstated as of the 18th of November.

Mr. Tucker inquired about the upcoming TFR. Mr. Urbanek advised the Board of the tentative dates for the TFR and that the Airport and the two FBOs were prepared to handle the activity.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Ms. Bennett read into record Form 8B filed by Mr. Fogel at the October 16, 2019 Regular Meeting.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

Ms. Bennett introduced the Airport's new employee Robert Pratt.

MISCELLANEOUS

Mr. Folden asked whether the Airport had received the Hi-Lift included in the current year budget. Mr. Kohut stated that it had been delivered the week before.

The next regularly scheduled meeting is Wednesday, December 18, 2019 at 2:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 6:38 p.m.

Melvin Pollack, Chair

Date



Memo

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

AGENDA ITEM – VII – A

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

Total Operating Revenues as of November 30, 2019 were \$921,838 a decrease of \$19,745 or 2.1% to budget. This decrease in revenue year to date is attributable to the seasonal nature of Fuel Flowage and Customs Revenue, which we anticipate will normalize as the year progresses, and the Customs Facility User Fee waiver. Customs Facility Revenue waived for the month of November in support of Hurricane Dorian Relief effort was \$5,820.

Total Non-Operating Revenues and Capital Contributions as of November 30, 2019 were \$0.

Total Operating Expenses as of November 30, 2019 were \$573,164 a decrease of \$54,003 or 8.6% compared to budget. Significant variances in expenses compared to budget for the two months ending November 30, 2019 are as follows:

- Personnel expenditures are up \$27,410 or 13.5% to budget, primarily due to one-time performance bonus expenses. Actual expenses for performance bonuses do not exceed the annual budget.
- Airport Operations expenditures are up \$25,366 or 28.7% to budget, primarily due to a one-time expense for the Runway Restriping and Rubber Removal project completed in October. Actual expenses for the Runway Restriping and Rubber Removal project do not exceed the annual budget.

- Marketing and Special Event expenditures are up \$29,451 or 92.5% to budget, primarily due to one-time expenses for sponsorships and the BRAA Scholarship contribution made in October. Actual expenses for sponsorships and the BRAA Scholarship do not exceed the annual budget.
- Project expenditures are down \$126,083 or 100.0% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$11,831 or 39.3% to budget. Year to date legal 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	\$ 5,980	\$ 10,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,679
BOARD	\$ 676	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 676
TASK 59	\$ 14,170	\$ 15,743	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,913

Total Capital Expenditures as of November 30, 2019 were \$73,003. The majority of Capital Expenditures were attributable to Task 59 – Storm Drainage System Upgrades of the Capital Improvement Program. Of the total \$73,003 in Capital Expenditures, \$29,913 were attributable to project-related legal fees, while \$43,090 were attributable to Capital Outlay.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Two Months Ending November 30, 2019
(unaudited)

Summary Results

	FY 2020 Annual Budget	FY 2020 November Actual	FY 2020 November Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 5,649,500	\$ 921,838	\$ 941,583	\$ (19,745)	-2.1%
Operating Expenses	\$ 3,763,000	\$ 573,164	\$ 627,167	\$ (54,003)	-8.6%
Operating Income/(Loss) before Depreciation	\$ 1,886,500	\$ 348,675	\$ 314,417	\$ 34,258	10.9%
Depreciation	\$ 1,955,000	\$ 325,833	\$ 325,833	\$ -	0.0%
Net Operating Income/(Loss)	\$ (68,500)	\$ 22,841	\$ (11,417)	\$ 34,258	-300.1%
Non-Operating Revenues	\$ 605,200	\$ -			
Income/(Loss) before Capital Contributions	\$ 536,700	\$ 22,841			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ -			
Change in Net Position	\$ 4,211,700	\$ 22,841			



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Two Months Ending November 30, 2019
(unaudited)

Revenue Summary

	FY 2020 Annual Budget	FY 2020 November Actual	FY 2020 November Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 4,112,300	\$ 691,848	\$ 685,383	\$ 6,465	0.9%
Fuel Flowage Fees	\$ 800,000	\$ 128,607	\$ 133,333	\$ (4,726)	-3.5%
Customs Facility Revenue	\$ 480,000	\$ 44,740	\$ 80,000	\$ (35,260)	-44.1%
Interest Income	\$ 210,000	\$ 39,419	\$ 35,000	\$ 4,419	12.6%
Other Revenue	\$ 47,200	\$ 17,224	\$ 7,867	\$ 9,358	119.0%
Total Operating Revenues	\$ 5,649,500	\$ 921,838	\$ 941,583	\$ (19,745)	-2.1%
FDOT Grants	\$ 605,200	\$ -			
Non-Operating Revenues	\$ 605,200	\$ -			
FDOT Grants	\$ 1,425,000	\$ -			
FAA Grants	\$ 2,250,000	\$ -			
Capital Contributions	\$ 3,675,000	\$ -			
from State and Federal Grants					



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Two Months Ending November 30, 2019
(unaudited)

Expense Summary

	FY 2020 Annual Budget	FY 2020 November Actual	FY 2020 November Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,213,900	\$ 229,727	\$ 202,317	\$ 27,410	13.5%
Professional Services	\$ 180,500	\$ 18,253	\$ 30,083	\$ (11,831)	-39.3%
Office Operating Expenses	\$ 316,200	\$ 67,197	\$ 52,700	\$ 14,497	27.5%
Airport Operations	\$ 530,100	\$ 113,716	\$ 88,350	\$ 25,366	28.7%
Insurance Expense	\$ 171,300	\$ 28,096	\$ 28,550	\$ (454)	-1.6%
ATCT Facility	\$ 80,500	\$ 14,722	\$ 13,417	\$ 1,306	9.7%
Customs Facility	\$ 323,000	\$ 40,168	\$ 53,833	\$ (13,665)	-25.4%
Marketing & Special Events	\$ 191,000	\$ 61,284	\$ 31,833	\$ 29,451	92.5%
Projects	\$ 756,500	\$ -	\$ 126,083	\$ (126,083)	-100.0%
Total Operating Expenses	\$ 3,763,000	\$ 573,164	\$ 627,167	\$ (54,003)	-8.6%
Capital Outlay	\$ 44,000	\$ 43,090			
Capital Improvement Program	\$ 4,125,000	\$ 29,913			
Total Capital Expenditures	\$ 4,169,000	\$ 73,003			



Boca Raton Airport Authority
Balance Sheet Summary
November 30, 2019
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 908,557	Accounts Payable	\$ 195,878
Receivables	\$ 125,920	Due to Other Governments	\$ 71,560
Due From Other Governments	\$ 14,010	Compensated Absences, short-term	\$ 39,264
Money Markets	\$ 0	Deferred Rent Income	\$ 231,151
Certificates of Deposit	\$ 9,810,669		
Certificates of Deposit, Restricted	\$ 183,539	Total Current Liabilities	\$ 537,853
Other Assets	\$ 167,563		
Total Current Assets	\$ 11,210,258	Non-Current Liabilities	
		Security Deposits	\$ 167,879
Non-Current Assets		Compensated Absences, long-term	\$ -
Rent Receivable	\$ 441,242	Total Non-Current Liabilities	\$ 167,879
Capital Assets		Total Liabilities	\$ 705,733
Land	\$ 1,791,886		
Avigation Easements	\$ 4,835,961	Capital	
Project in Progress	\$ 1,328,013	Florida Operations Trust Fund	\$ 267,950
Buildings	\$ 11,526,229	Retained Earnings	\$ 40,652,735
Land Procurement	\$ 955,070	Contributed Capital - Federal	\$ 317,029
Leasehold Improvements	\$ 9,311,308	Contributed Capital - State	\$ 6,430,281
Furniture, Fixtures, and Equipment	\$ 2,848,300	Net Income	\$ 22,841
Infrastructure	\$ 26,088,620		
Less Accumulated Depreciation	\$ (21,940,317)	Total Capital	\$ 47,690,837
Total Non-Current Assets	\$ 37,186,312	Total Liabilities & Capital	\$ 48,396,569
Total Assets	\$ 48,396,569		



Memo

To: Melvin Pollack, Chair and Authority Members

From: Travis Bryan, Operations Manager

Date: December 18, 2019

RE: **Signature Flight Support – La Bella Macchina by Cavallino Events**

AGENDA ITEM – VIII - A

Airport Management has received a request from Signature Flight Support to host the inaugural La Bella Macchina event January 23, 2020. This reception-style event is part of the Cavallino Classic Convention based at the Breakers Hotel and will be held in Hangar One on Signature's leasehold. Approximately 400 people will be in attendance. Multiple Ferrari vehicles and several aircraft will be on display for the duration of the event.

Airport Management will work with Signature Flight Support to ensure that safety and security plans for the event are adequate and that all vendors meet the Authority's insurance requirements.

Airport Management recommends approval of Resolution No. 12-23-19 of the Boca Raton Airport Authority authorizing conditional approval for Signature Flight Support Corporation to host the La Bella Macchina by Cavallino event on January 23, 2020, contingent upon receipt of a certificate of insurance and endorsements in accordance with the Authority's Minimum Standards and submission of applicable safety, security, and barricade plans.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 12-23-19

A Resolution of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to host the La Bella Macchina event on January 23, 2020.

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, Signature Flight Support Corporation ("Signature"), is a fixed base operator at the Airport pursuant to a Sublease with Premier Aviation of Boca Raton, LLC;

WHEREAS, the Authority received a letter from Signature (the "Request") requesting permission of the Authority to host La Bella Macchina (the "Event") at the Airport on January 23, 2020;

WHEREAS, the Event will provide Ferrari and aviation enthusiasts a place to meet showcase Signature and the Airport; and

WHEREAS, the Authority desires to conditionally approve the Request, subject to and contingent upon receipt of insurance policies or endorsements consistent with the Minimum Standards and Rules and Regulations of the Boca Raton Airport, and submission of applicable safety, security and barricade plans (collectively, the "Conditions").

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

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby conditionally approves the Request, subject to satisfaction of the Conditions.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 12-23-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 12-23-19.

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

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James Nau
Secretary & Treasurer

Melvin Pollack
Chair



14 November 2019

Mrs. Clara Bennett
Executive Director
Boca Raton Airport Authority
903 N.W. 35th St.
Boca Raton, FL 33431

Dear Clara,

Signature Flight Support would like to host the La Bella Macchina showcased by Cavallino Events, Inc. for its inaugural debut at Boca Raton Airport. Signature Flight Support will offer use of our Hangar 1 facility from 1600 – 2000 on Thursday 23 January 2020 as well adjacent parking lot landside. Time for event staging and breakdown will be also be allotted.

This event, will be part of the 2020 Cavallino Classic Convention of Ferrari Owners based at the Breakers Hotel from 22 – 26 January 2020. We anticipate 4 – 6 sponsor aircraft, with 2 staged in Hangar 1 and 3 on the ramp directly in front of Hangar 1. Several Ferrari make vehicles will also be staged in front of Hangar 1 as well as the parking lot. An estimated 400 attendees will be served catered food, wine and spirits.

The Certificate of Insurance naming both Boca Raton Airport Authority and Signature Flight Support as additional insured will be provided prior to the event. Signature Flight Support will BRAA a Safety & Security Plan in advance of the planned date of the event. Should you require additional information, please feel free to contact me at 561 226 3714.

Sincerely,

A handwritten signature in dark ink, appearing to read "Garry Madolid", with a stylized flourish at the end.

Garry Madolid
Station Manager
Signature Flight Support



Signature Flight Support BCT
3300 Airport Rd
Boca Raton, FL 33431

Cavallino 2020

THE 29TH PALM BEACH
CAVALLINO CLASSIC™
JANUARY 22-26, 2020

Cavallino Jet Reception La Bella Macchina at Signature Flight Support Boca Raton

- Cavallino Events Inc. (CE) is the owner and operator of the Cavallino Classic event and the Cavallino Jet Reception La Bella Macchina.
- CE desires to host its next Jet Reception at the Signature Flight Support facility at Boca Raton Airport, 3300 Airport Road, Boca Raton, FL 33431.
- The Jet Reception is part of the 2020 Cavallino Classic Convention of Ferrari Owners, based at The Breakers Hotel from January 22 to 26, 2020.
- Jet Party Specifics:
 - Date: Thursday, January 23, 2020.
 - Event times: 4:00 pm to 7:30 pm.
 - Set-up begins: 10:00 am; load-out ends: 10:00 pm.
- Content of Jet Reception:
 - 50 Ferraris on the tarmac arrayed in line in front of the Signature hangar
 - 20 Ferraris in the parking spot at the Signature building entrance
 - 100 non-Ferraris in main parking lot behind Signature building
 - 350 Cavallino Classic participants
 - 100 Sponsor guests
 - 25 Cavallino Classic staff
 - 4-5 sponsor aircraft - two inside, and three outside hangar, behind the Ferraris
 - Caterer providing food - cold hors d'oeuvres from stations
 - Liqueur sponsors providing wine and spirits
 - Sponsor lounges and displays in hangar

Event flow:

- 3:30 to 4 pm - Ferraris arrive and are led to parking spots by Cavallino staff
 - Entry pass required by driver and passengers
- 4 to 4:30 pm - Other participants and guests arrive
 - Self-parking in main lot
 - Walk in under portico and into reception area and then through side door into hangar
 - Entry pass required by all participants and guests to enter hangar; Cavallino staff collects passes and/or invites
- 4:30 to 7 pm - Reception continues
 - Participants and guests vote for their favorite Ferrari, the Signature Cup
- 7 pm - At microphone - speeches, introductions, Signature Cup awarded
- 7:30+ - Ferraris may begin leaving, guided by Cavallino staff
 - Other participants and guests depart

*"The greatest of classic cars, with the finest of people, in the most beautiful of settings,
at the best time of year – The Cavallino Classic!"*

Cavallino 2020
THE 29TH PALM BEACH
CAVALLINO CLASSIC™
JANUARY 22-26, 2020

Page 2 of 2...

Signature requirements:

- Signature will provide space as agreed in advance, as per event map to be provided
- Signature will provide staff to park sponsor jets
- Signature will make application to Boca Airport Authority

Cavallino Events requirements:

- CE will provide insurance as needed
- CE will provide all necessary elements to organize and operate the event, including Ferraris, participants and guests, sponsors, staffing, food and beverage, AV, etc
- CE will provide cleanup, through a service or use Signature's service

Recognition for Signature at the Cavallino Classic

- Signature Logo placement on all CE materials including tickets, Souvenir Program, and registration package
- Signature Logo placement with link on CE website logo and website link to be featured on CavallinoClassic.com for one (1) year
- Signature Full page ad in CE Limited-Edition Souvenir Program, provided to all attendees (~3,000)
- Signature placement on CE social media
- Peoples' Choice of Best Ferrari at Jet Reception will be named the Signature Cup
- 6 VIP passes to the CE main show at The Breakers on Saturday, January 25
- Signature honored in Cavallino magazine issue that covers the Cavallino Classic

*"The greatest of classic cars, with the finest of people, in the most beautiful of settings,
at the best time of year – The Cavallino Classic!"*



Memo

To: Melvin Pollack, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: December 18, 2019
RE: **Special Event – Atlantic Aviation**

AGENDA ITEM - VIII - B

Airport Management has received a request from Atlantic Aviation and Sky One Holdings, LLC d/b/a Privaira to hold a special event on January 28, 2020 on their leasehold premises.

Privaira is seeking Airport Authority approval to host the Light the Night awards reception in conjunction with the Leukemia & Lymphoma Society. This event will be an invitation only awards ceremony and fund raiser hosting approximately 50 guests within Hangar 9.

Airport Management recommends the approval of Resolution No.12-24-19, granting conditional approval to Atlantic Aviation to hold the Special Event on January 28, 2020, subject to the submittal and Airport Management approval of the required safety and security plans.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 12-24-19

Resolution of the Boca Raton Airport Authority conditionally approving Atlantic Aviation's request to host the Leukemia & Lymphoma Society's Light the Night event on their leasehold premises on behalf of Sky One Holdings, dba Privaira on January 28, 2020.

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

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

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

WHEREAS, the Authority has received a request from Atlantic to host a Special Event on their leasehold premises on behalf of Sky One Holdings, dba Privaira and the Leukemia & Lymphoma Society on January 28, 2020 called "Light the Night" (the "Request");

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

WHEREAS, the Authority desires to approve the Request;

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

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Request.
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 12-24-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 12-24-19.

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

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Jim Nau
Secretary & Treasurer

Melvin Pollack
Chair



December 10, 2019

Letter of Request for Approval of Hangar Event

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

Clara,

I would like to formally request approval for an event on behalf of our tenant Privaira. The event will be held on January 28th, 2020 in the evening from 5:30 pm to 8:00 pm. The charity is the "Leukemia and Lymphoma Society". The admission will be invitation only and will be approximately 50 guests. Parking will be valet, security will be in place, and all vendors will submit insurance for BRAA approval as in previous years.

Thank you for your consideration of the above request and your continued support. Please let me know if there is anything else you require.

Respectfully,

Joe Therrien
General Manager – BCT
E: Joseph.Therrien@Atlanticaviation.com
C: 561-254-2721

ATLANTIC



Memo

To: Melvin Pollack, Chair and Authority Members

From: Robert Abbott, Operations and Finance Analyst

Date: December 18, 2019

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

AGENDA ITEM – IX- A

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

During the month of November 2019 there were 7,398 operations reported by the Tower, which is a 4% increase from the operations reported in November 2018.

Deliveries of Jet A fuel to the Airport in November were 11% less than November of the previous year. Avgas deliveries were comparable to November 2018.

There were 704 noise calls made by eight different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 135 aircraft cleared Customs from 15 different countries and there were no vessel clearings. There were 34 afterhours clearings. Of these flights, 19 cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



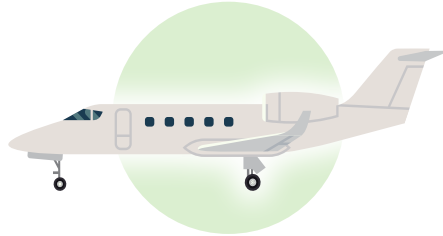
**NOVEMBER
2019**

NOVEMBER 2019 OPERATIONS REPORT



35%

TRAINING



38%

IFR



27%

VFR

OPERATIONS BREAKDOWN

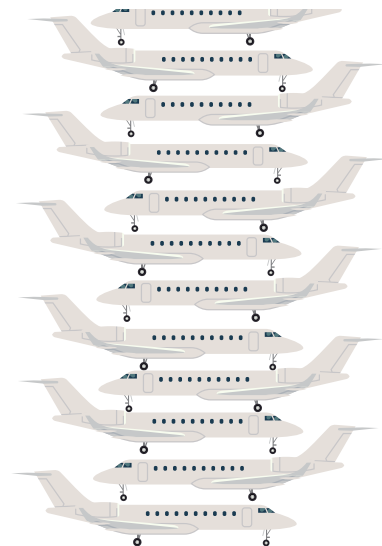
Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



7,088

NOVEMBER 2018

+4%



7,398

NOVEMBER 2019

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

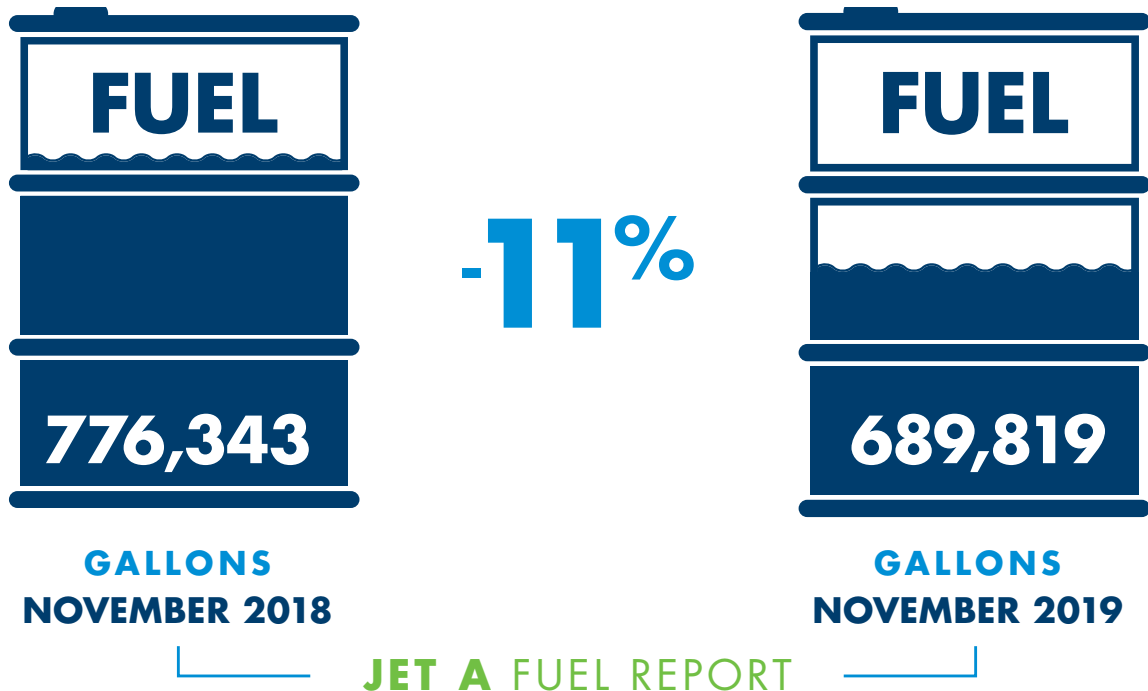
Chart 2: November 2018 operations compared to November 2019 tower operations.

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.*

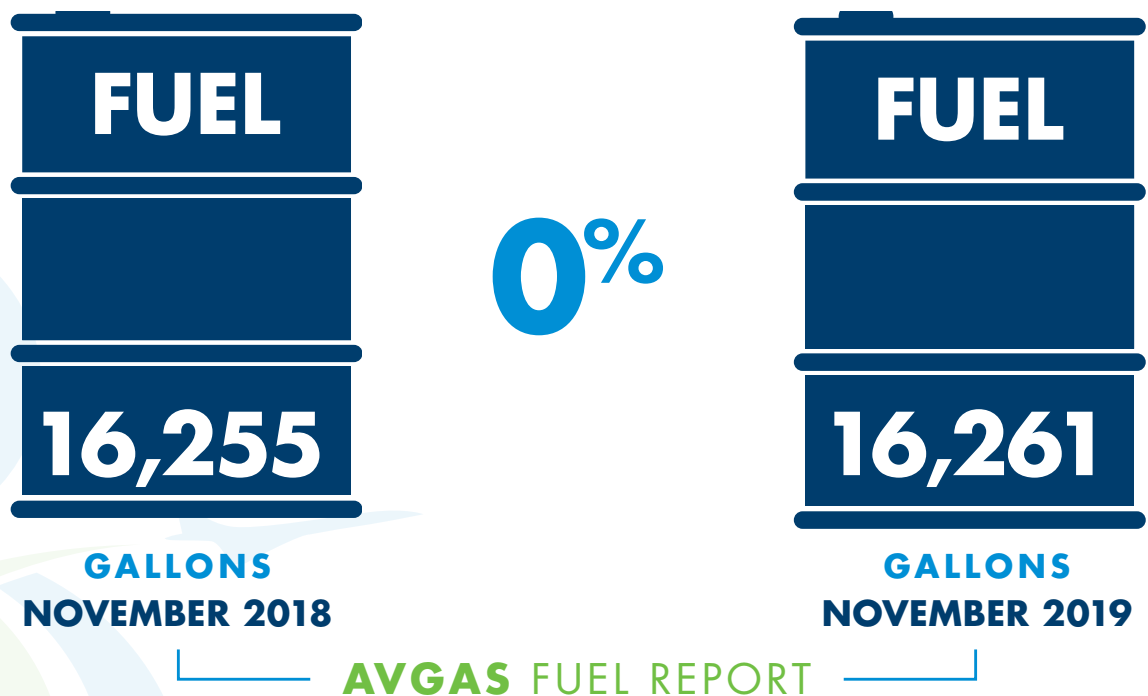
NOVEMBER 2019

OPERATIONS REPORT



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

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



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

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

NOVEMBER 2019

NOISE ABATEMENT REPORT

NOISE CONCERNS BY HOUSEHOLD PER QUADRANT

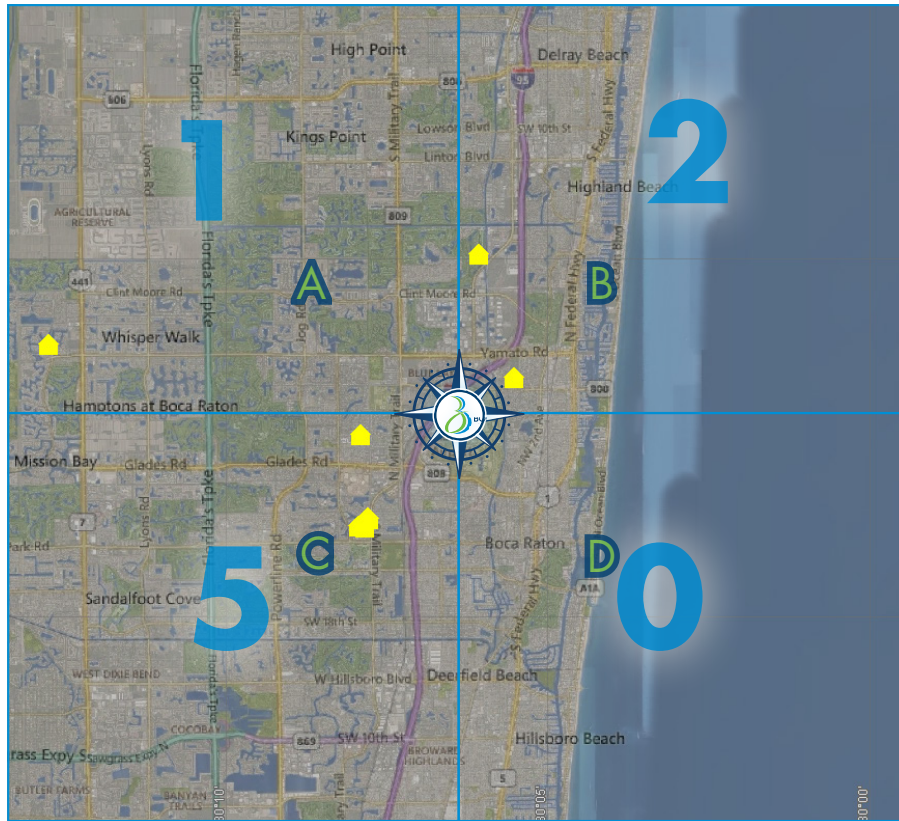


Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Ross Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	340
Wolf Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	222
Adam Cogley	Wimbledon Villas	C	N/A	N/A	Low and Loud	121
Michael Cybulski	Timbercreek	C	T	5	Low and Loud	8
Arash Rahi	Wimbledon Villas	C	N/A	N/A	Low and Loud	7
Peter Pinter	N/A	B	D	5	Loud	4
Joann Landon	N/A	B	D	5	Low and Loud	1
Scott Weaver	N/A	A	A/O	5	Low	1

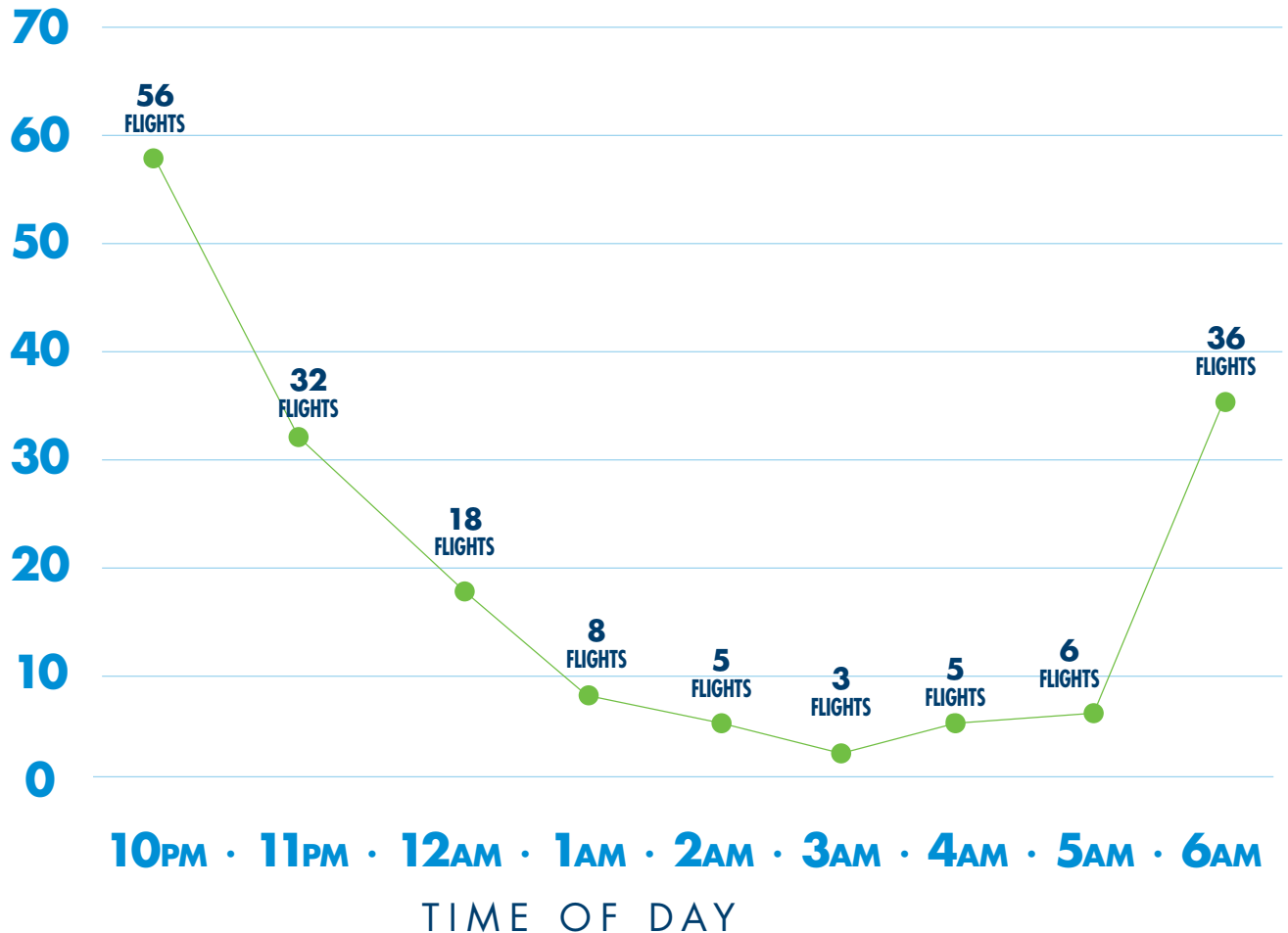
Chart 6: List of callers who submitted noise concerns via telephone, email, or on our website during the month of November.

NOVEMBER 2019

NOISE ABATEMENT REPORT

169
TOTAL NIGHT OPERATIONS

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING **VOLUNTARY**
CURFEW PROCEDURES

104
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 November 2019.

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



PASSENGERS

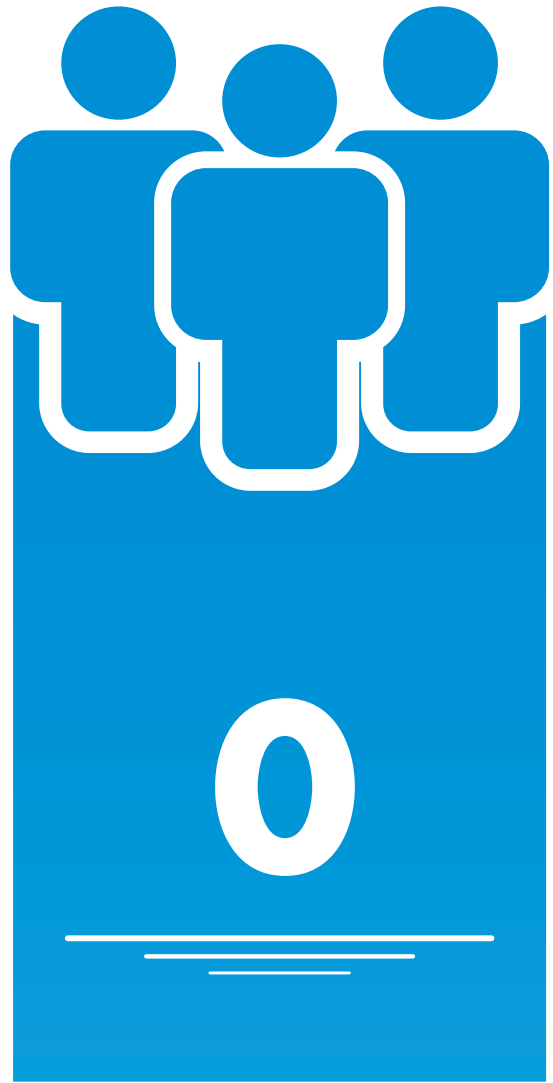
Charts 8 & 9: Total operations ran and total passengers during the month of November 2019.

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT



VESSELS



PASSENGERS



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

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT

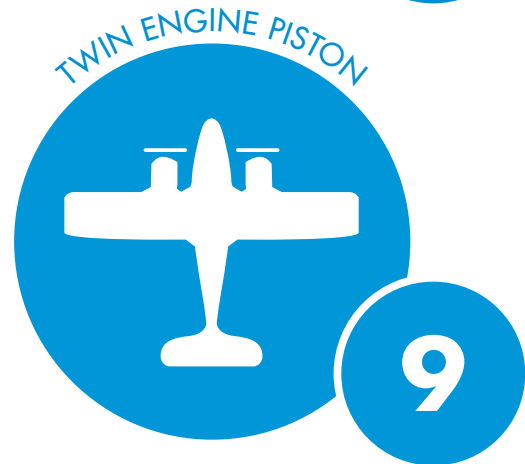
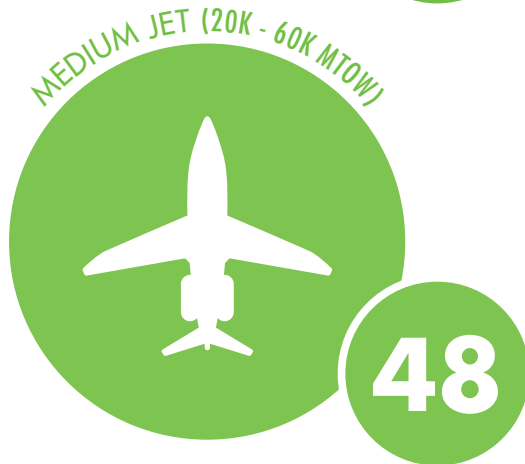
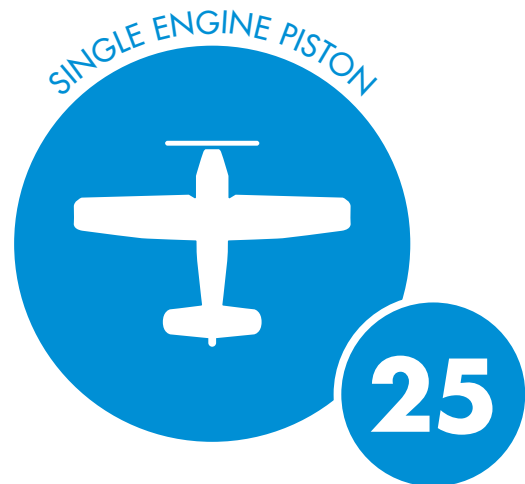


Country	No. of Flights
Bahamas	89
Canada	21
Turks & Caicos	6
Mexico	5
US Virgin Islands	3
Spain	2
Anguilla	1
Barbados	1
Cayman Islands	1
Columbia	1
Costa Rica	1
Dominican Republic	1
Panama	1
St Barthelemy	1
St Maarten	1

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

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT



Charts 15: Total operations by type of aircraft.

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

36
CLEARINGS



1 OUT OF 36
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.

NOVEMBER 2019

CUSTOMS OPERATIONS REPORT



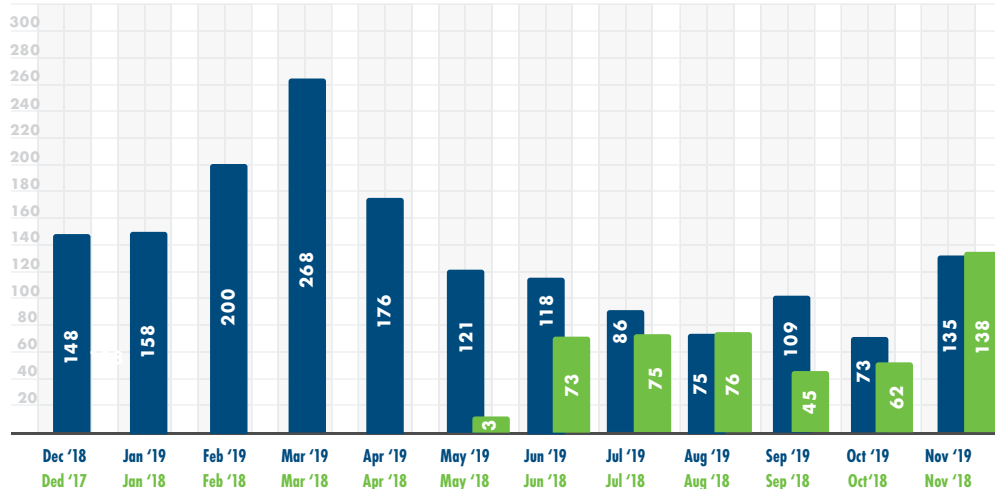
NOVEMBER 2018



NOVEMBER 2019

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

Monthly - Customs Operations





Memo

To: Melvin Pollack, Chair and Board Members
From: Clara Bennett, Executive Director
Date: December 18, 2019
RE: **Airport Road Improvements Project Update**

AGENDA ITEM – IX – B

Airport Management and the Ricondo, the Airport Authority's General Consultant, will provide an update on the Airport Road Improvements Project to include the revised landscape and hardscape plan, the final roadway design, updated cost estimates and a revised project schedule.

Boca Raton Airport - Airport Road Landscape Palette

Hauber Fowler & Associates, LLC
December 3, 2019

STREET TREES AND MEDIANS



Coontie

Natal Plum

Royal Palm Street Trees



FPL Street Light



AIRPORT SIGNS & RETAIL ENTRANCES



Lantana

Sylvester Palm

Sabal Palm



Chinese Fan Palm

RETAIL ENTRANCES & I-95 FENCE

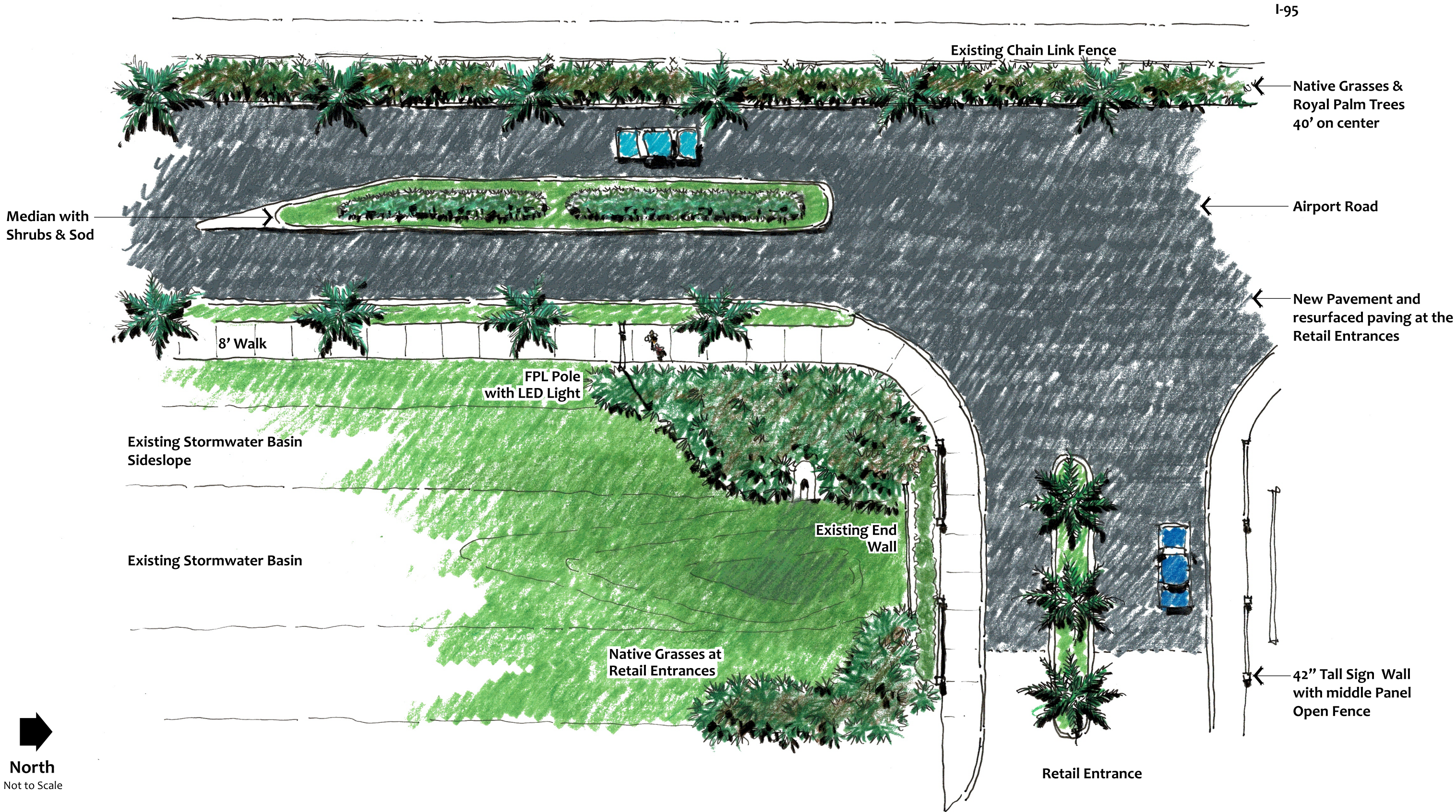


Fakahatchee Grass



Boca Raton Airport - Airport Road Study - On Property

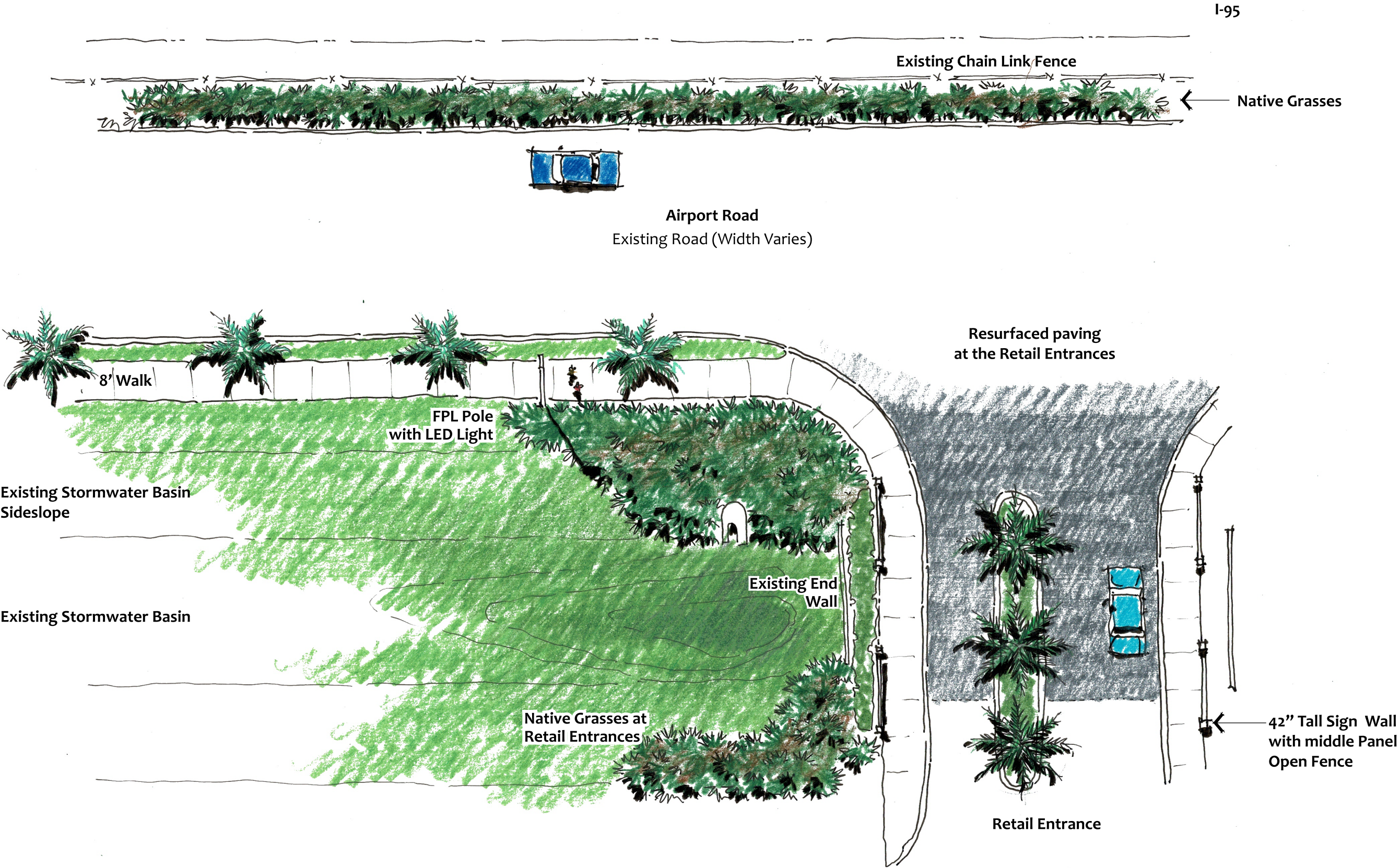
Hauber Fowler & Associates, LLC
December 3, 2019



Boca Raton Airport - Airport Road Study - Off Property

Hauber Fowler & Associates, LLC

December 3, 2019



December 3, 2019

Quantity by Sheet



Memo

To: Melvin Pollack, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: December 18, 2019

RE: **DBE Program Administration Services**

AGENDA ITEM – IX – C

The Airport Authority entered into an agreement with Dickey Consulting Services (DCS) to provide administration services for the Authority's Disadvantaged Business Enterprise (DBE) Program. The initial three-year term began on January 1, 2017 and provides for two optional one-year renewals.

Airport Management recommends approval of Resolution 12-25-19 granting a one-year renewal of the agreement with Dickey Consulting Services, extending the term from January 1, 2020 to December 31, 2020.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 12-25-19

A Resolution of the Boca Raton Airport Authority approving an extension of the Agreement between the Authority and Dickey Consulting Services, for Disadvantaged Business Enterprise (DBE) Program Administrator Services for the period beginning on January 1, 2020 and ending at midnight December 31, 2020

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

WHEREAS, on May 16, 2007, the Authority adopted the Boca Raton Airport Authority Procurement Code (the "Procurement Code") to implement competitive solicitation procedures that ensured goods and services were procured upon the terms and conditions most favorable to the Authority;

WHEREAS, pursuant to 49 CFR, Part 26, the Authority is required to maintain a disadvantaged business enterprise program ("DBE Program") as a part of its Airport Improvement Program;

WHEREAS, on July 17, 2016, the Authority issued Request for Proposals Number 2016-BRAA-02 for DBE Program Administrator (the "RFP");

WHEREAS, the Authority entered into an agreement Dickey Consulting Services, Inc. ("DCS"), of Fort Lauderdale, Florida having an initial period from January 1, 2017 through December 31, 2019, with two one-year options to extend;

WHEREAS, the Authority has determined that it is in the best interest of the Airport to extend the contract with DCS consistent with the terms of the contract for a period beginning on January 1, 2020 and ending December 31, 2020.

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

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby renews the contract with DCS.**
- 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 12-25-19.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 12-25-19.**

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

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James R. Nau
Secretary & Treasurer

Melvin Pollack
Chair



Memo

To: Melvin Pollack, Chair and Board Members
From: Clara Bennett, Executive Director
Date: December 18, 2019
RE: **Personnel Policies and Procedures Manual**

AGENDA ITEM – IX – D

Airport Management and Legal Counsel recommend adoption of a new Airport Authority Employee Handbook, amended and restated as the Personnel Policies and Procedures Manual. The new manual reflects changes in employment law, federal and state grant requirements, and organizational practices implemented since the previous amendment.

Employee benefits remain the same, except where certain benefits were removed to reflect current organizational values and best practices.

Airport Management and Legal Counsel recommend approval of Resolution 12-26-19 authorizing adoption of an amended and restated BRAA Personnel Policies and Procedures Manual.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 12-26-19

A Resolution of the Boca Raton Airport Authority amending and restating the Boca Raton Airport Authority's Employee Handbook, hereafter known as the Personnel Policies and Procedures Manual

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

WHEREAS, the Authority's Employee Handbook Committee developed a revised "Employee Handbook" for the employees of the Authority, and on October 20, 2004, the Authority adopted a revised-Employee Handbook; and

WHEREAS, on August 15, 2007, pursuant to Resolution No. 08-15-07, on May 20, 2009, pursuant to Resolution No. 05-16-09, on May 19, 2010, pursuant to Resolution No. 05-13-10, on September 15, 2010, pursuant to Resolution No. 09-42-10, on October 20, 2010, pursuant to Resolution No. 10-50-10, on January 1, 2012, pursuant to Resolution No. 11-55-11, on November 20, 2013, pursuant to Resolution No. 11-58-13, and on January 15, 2014, pursuant to Resolution No. 01-02-14 the Authority amended the Employee Handbook; and

WHEREAS, on November 15, 2017, by Motion, the Authority adopted the Drug Free Workplace Policy and Procedures, which were appended to the Employee Handbook; and

WHEREAS, the Authority desires to amend and restate the Employee Handbook, hereafter known as the Personnel Policies and Procedures Manual, to provide policies and procedures consistent with human resources best practices and federal and state laws regarding general employment practices, public employees, code of ethics, and public records, as provided in Exhibit "B."

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

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby amends and restates the Employee Handbook, hereafter known as the Personnel Policies and Procedures Manual, as provided in Exhibit "B."
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 12-26-19.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 12-26-19.

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

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

James Nau
Secretary & Treasurer

Melvin Pollack
Chair

**LLW****LEWIS
LONGMAN
WALKER**Attorneys at Law
llw-law.com*Reply to:
West Palm Beach, FL***MEMORANDUM**

TO: Clara Bennett, Executive Director
Boca Raton Airport Authority

FROM: Amy Taylor Petrick, Senior Attorney *ATP*
Janice Rustin, Senior Attorney
Lewis Longman & Walker, P.A.

DATE: December 10, 2019

SUBJECT: Revised Personnel Policies and Procedures Manual

The purpose of this memorandum is to provide a general overview of the draft Personnel Policies and Procedures Manual for the Boca Raton Airport Authority ("Manual"). The Manual replaces the Employee Handbook currently in use at the Authority. The Executive Summary (attached) describes the proposed revisions in greater detail.

The Employee Handbook had not been updated since 2014, and did not reflect the current policies of the Authority, including policies related to the newly opened Customs and Border Protection facility. At the beginning of the process, we met with the Executive Director, the Deputy Director, and the Finance and Administration Manager to obtain information on current Airport policies and procedures. After the first draft was complete, we met again to get their feedback on the proposed revisions. We also met with the BRAA Vice Chair for additional input on the proposed revisions.

Based on our meetings with staff, eight new sections have been added to the Manual, and some of the remaining sections have been substantially reworked to reflect the current status of federal employment law and to address Florida law regarding public employees, code of ethics, and public records. The Manual now contains a section dedicated to recruiting and hiring procedures, including new driver's license verification, criminal background check, and security clearances policies. It also contains a new section describing in detail the performance and compensation review process and a related chapter on discipline, which outlines five levels of progressive disciplinary actions, as well as new grievance and appeal procedures.

JACKSONVILLE245 Riverside Ave., Suite 150
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619**ST. PETERSBURG**100 Second Ave. South, Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057**TALLAHASSEE**315 South Calhoun St., Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242**WEST PALM BEACH**515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

In addition to the substantive changes, the Manual has been reorganized into smaller sections for readability and ease of use. As such, it now contains thirteen chapters dedicated to different aspects of employment. For example, the original chapter entitled "General Workplace Policies" has been split into three separate chapters covering rules of conduct, computer and social media policies, and workplace safety. Also, the language of the Manual has been changed from the existing informal style to a formal style that clearly communicates the Airport Authority's procedures and standards for employees. Additionally, the Manual describes the unique business requirements of the Airport Authority, which assists in managing the expectations of both the Airport Authority and its employees. Finally, the Manual more clearly expresses the Executive Director's authority in the administration of the Airport Authority's personnel policies, consistent with the Airport Authority's enabling legislation.

Please let us know if you have any questions regarding the Manual.

EXECUTIVE SUMMARY	
Section	Notes and Comments
1. Fundamental Principles	Explains the unique nature of Airport operations to provide context for following policies.
2. Executive Director	Clearly delineates the relationship of the Manual to the Executive Director's Employment Agreement.
3. Code of Ethics	
3.1 In General	Significant rewrite to add relevant sections of F.S. 112.3013, "Standards of conduct for public employees".
3.2 Conflict of Interest	Includes reference to Federal award requirements.
3.3 Outside Employment/Volunteer Activity	Updated for clarity. Replaces "Community Activities" section regarding volunteer activity and removes right to be paid for same.
3.4 Work Product Ownership	Same as original.
4. Recruitment and Hiring	
4.1 Hiring Process	New topic to describe BRAA hiring process and add accommodation reference.
4.2 Driver's License Verification	New topic to update to driver's license verification procedures.
4.3 Criminal Background Check	New topic to comply with Federal and state requirements for background checks.
4.4 US Custom's Access Seal	New topic to describe Customs Border Patrol security clearance procedures.
4.5 Initial Employment Period	Similar to original, but updated to explicitly state that termination during probationary period can be for any reason.
4.6 Hiring of Relatives	Similar to original.
5. Hours of Work & Compensation	
5.1 Employment Classifications	Similar to original. Definitions for exempt and non-exempt updated for consistency with federal law. Added student intern classification.
5.2 Business Hours and Hours of Work	Significant rewrite to clarify that unscheduled work for exempt and non-exempt employees is required when operationally necessary and to ensure proper functioning of airport.

5.3 Lunch Period and Work Breaks	Significant rewrite to conform with Fair Labor Standards Act (FLSA) requirements for bona fide work breaks. (29 CFR 785.19)
5.4 Attendance	Updated to clarify reporting requirements for absences.
5.5 Overtime Work	
a. Non-Exempt Employees	Similar to
b. Exempt Employees	New topic to address the existing practice of allowing exempt employees who greatly exceed their regular work schedule to have occasional time off at the discretion of Executive Director.
5.6 Work Performed on Holidays	Similar to original.
5.7 Call Back Pay	Similar to original.
5.8 Time Records	Significant rewrite to codify BRAA time reporting procedures as required by audit report.
a. Non-exempt employees	Similar to original.
b. Exempt employees	Similar to original.
5.9 Payment of Salary and Wages	Similar to original.
5.10 Pay Deductions	Rewrite to streamline provision, address court ordered deductions, and safe harbor provision for deduction errors as required by FLSA.
6. Performance and Compensation Review	
6.1 Performance Reviews	New topic to describe BRAA employee evaluation process (with reference to discipline procedures) as per current performance review forms attached as Appendix A.
a. Performance attributes	New subtopic.
b. Performance ratings	New subtopic.
c. Establishing Overall Ratings	New subtopic.
6.2 Performance Incentives	New topic to describe BRAA compensation/incentive procedures.
7. Employee Benefits and Leave Policies	
7.1 Employee Benefits	Streamlined language.
7.2 Retirement Plan	Similar to original.
a. Qualified Retirement Plan (401a Plan)	Clarified to match Airport practices.
b. Deferred Compensation (457b plan)	Similar to original.
7.3 Health Benefits	Reference to COBRA, ACA, and FMLA added.

7.4 Recognized Holidays	Similar to original.
7.5 Personal Days	Removed reference to floating holidays.
7.6 Sick leave	
a. Accrual of Sick Leave	Similar to original.
b. Use of Sick Leave	Greater definition for qualifying use of sick leave.
c. Payment for Unused Accrued Sick leave upon Separation from Employment	Similar to original.
7.7 Vacation Leave	
a. Accrual of Vacation Leave	Changed way of expressing accrual. Clarified carry-over policy.
b. Use of Vacation Leave	Similar to original policy.
c. Required Cancellation or Modification of Vacation Time	Similar to original policy.
d. Payment for Unused Vacation Leave upon Separation from Employment	Similar to original policy.
7.8 Leaves of Absence with Pay	
A. Funeral (Bereavement) Leave	Removed reference to funeral of friends (standard leave policies apply)
B. Jury Duty	Similar to original policy.
C. Voting Leave	Allows 2 hours paid time off.
7.9 Military Leave	Similar to original policy.
a. Continuation of Health Benefits	Similar to original policy.
b. Requests for Leave	Similar to original policy.
c. Return from Military Leave	Similar to original policy.
d. Required Documentation	Similar to original policy.
7.10 Disability Leave	Significant rewrite to change Disability leave from paid leave (for 90 days each calendar year) to unpaid leave for 90 days with possibility to extend upon discretion of Executive Director. Removed Leave of Absence without Pay section.
8. Rules of Conduct	Renamed General Work Place Policies section to Rules of Conduct; removed all outdated policies; relocated computer use/social media policies and security related policies to new Section 8 and Section 9.

8.1 Airfield Incident and Emergency Response	Significant rewrite to reflect updated procedures; add employee readiness policy for exempt and non-exempt employees.
8.2 Airport Information and Property	Combined two prior policies, substantively similar to original.
8.3 Airport Authority Events	Similar to original, except acknowledges use of alcohol during off-property events.
8.4 Dress Code/Personal Appearance/Hygiene	removed gender-based requirements in accordance with federal law, addressed safety gear, business casual days, hygiene, and offensive fragrances.
8.5 Travel/Expense Reimbursement	Updated to include travel expense reimbursement policy, consistent with auditing requirements. Replaces per diem with reference to GSA.
8.6 Housekeeping	Added "fragrance-free workplace" policy.
8.7 Job-related Training and Development	Similar to original.
8.8 ID Badge and Customs Facility Access Badge	New topic regarding Airport and Customs badge requirements.
8.9 Media Contacts	Similar to original.
8.10 Personal Property	Minor clarification to allow authorization by Executive Director.
8.11 Personal Relationships in the Workplace	New topic.
8.12 Public Records Policy	New topic to comport with Florida Public Records law.
a. Public Records Requests	New topic
b. Records Retention	New topic
8.13 Reference Checks	Similar to original.
8.14 Solicitations, Distributions, and Use of Bulletin Boards	Similar to original.
8.15 Suggestions	Similar to original.
8.16 Vehicle Use	Significant rewrite to address current policies for using BRAA vehicles and personal vehicles for airport business.
A. Use of Airport Authority Vehicles	""
B. Use of Cellular Devices While Driving	Similar to original policy.

C. Insurance Requirements	References sovereign immunity and insurance business riders for use of personal vehicles.
8.17 Visitors	Similar to original.
8.18 Personal Phone Calls	Shortened.
8.19 Smoke-Free Workplace	Removed references to retaliation for those who smoke and added reference to vaping and e-cigarette use.
9. Computer and Social Media Policy	
9.1 Computer Systems Policy	Similar to original policy.
a. Use Limited to Business Purposes	Similar to original policy.
b. No Expectation of Privacy	Similar to original policy.
c. Professional Use of Computer Systems Required	Similar to original policy.
d. Be Courteous and Considerate of Others	Similar to original policy.
e. On-line Representations with Respect to the Airport Authority and Its Information	Similar to original policy.
f. Maintaining and Securing the Systems	Similar to original policy.
g. Violations of Policy	Similar to original policy.
9.2 Social Media Policy	Significant rewrite of policy to streamline policy and make it comply with First Amendment protections.
10. Safety and Security	
10.1 Violence in the Workplace	
a. Workplace Violence Defined	Similar to original policy.
b. Reporting Workplace Violence	Similar to original policy.
c. Investigation	Similar to original policy.
d. Administrative Leave with or without pay	New topic to enhance safety and provide procedural protections to employee who is subject to investigation.
e. Corrective Action and Discipline	Similar to original policy.
10.2 Weapons in the Workplace	Streamlined and updated to reflect state law regarding firearms and weapons.
10.3 Theft	Similar to original
10.4 Workplace Safety	New section regarding best practices for accident prevention.
10.5 Internal Investigations and Searches	New topic

10.6 Workers' Compensation	Similar to original policy.
11. Complaint Procedures	
11.1 Open Door Policy	Updated for clarity.
11.2 Reporting an Incident of Harassment, Discrimination	Similar to original policy.
a. The investigation	Similar to original policy.
b. Administrative Leave With or Without Pay	New topic to enhance safety and provide procedural protection to employee who is subject to investigation.
c. Responsive action	Similar to original policy.
11.3 Retaliation	Similar to original policy.
11.4 Procedure for Requesting an Accommodation	Updated for clarity.
11.5 Whistleblower Complaints	New topic.
12. Discipline Procedures	
12.1 Overview and Causes for Disciplinary Action	Similar list of misconduct, but updated for clarity.
12.2 Disciplinary Actions and Procedures	New topic to describe progressive discipline procedures.
a. Informal verbal counseling	New subtopic.
b. Performance Improvement Plan (PIP)	New subtopic.
c. Written Reprimand	Similar to original policy.
d. Suspension Without Pay	New subtopic.
e. Termination	Similar to original policy.
12.3 Grievance Procedures	New topic to provide procedural protection to employees affected by adverse employment action.
13. Separation of Employment	
13.1 Separation by Voluntary Resignation	Similar to original policy.
13.2 Termination for Misconduct	Newly organized.
13.3 Post-Resignation/Termination Procedures	Similar to original policy.
Appendix A: Performance Review forms	
Appendix B: Drug and Alcohol Policy	



PERSONNEL POLICIES AND PROCEDURES MANUAL

Annotated Version

Yellow highlights reflect new Sections, Subsections, or topics.

Red italics reflect a brief explanation about what has changed for the section or policy.

Welcome to the Boca Raton Airport Authority

Dear Employee:

We're very happy to welcome you to the Boca Raton Airport Authority. Thank you for joining us! We want you to feel that your employment with the Authority will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality in the operation and administration of the Boca Raton Airport. Credit for this goes to every one of our employees and Board Members. We hope you too will find satisfaction and take pride in your work here.

This Manual has been written to serve as the guide for the employer/employee relationship. There are several things that are important to keep in mind about this Manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you must address your specific questions to your supervisor or Executive Director. **Neither this Manual nor any other Airport Authority document, confers any contractual right, either express or implied, to remain in the Airport Authority's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Authority or you may resign for any reason at any time.** No supervisor or other representative of the Airport Authority (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time.

Third, the policies contained in this Manual supersede and replace any and all of their earlier versions and apply to all Airport Authority employees.

Fourth, nothing in this Manual shall be deemed to interfere with employees' rights under applicable law, including, without limitation under the National Labor Relations Act (as more fully described in the government poster describing these rights available at nlrb.gov/poster), or to preclude employees from complying with a court order or subpoena, or providing information to any federal, state or local government agency in connection with any charge or investigation.

Finally, nothing in this Manual shall change or otherwise interpret the official benefit plan documents for employee health and retirement benefits offered by the Airport Authority. The terms of the benefit plan documents are controlling. The Airport Authority reserves the right, in its sole and absolute discretion to amend, modify or terminate, in whole or in part, any of the health or retirement benefit plans described in this Manual.

Compensation and personal satisfactions gained from doing a job well are only some of the reasons most people work. We are confident that you will find our organization a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the Airport Authority to be one of its most valuable resources.

You are responsible for reading and understanding the personnel policies and procedures described in this Manual. Your performance evaluations will reflect your adherence to Airport Authority policies.

Executive Director

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SECTION 1: FUNDAMENTAL PRINCIPLES

Detailed information regarding policies addressing, non-discrimination, anti-harassment, and investigations related thereto has been relocated.

The Conflict of Interest and Outside Employment Statement has also been relocated

The antidiscrimination and harassment protections previously described in the Equal Employment Opportunity Policy have been restated in paragraph 7, 8, and 9 below. There is no legal requirement to have specific language referring to “Equal Employment Opportunity” in the BRAA’s policies. The words “Equal Employment Opportunity” have been removed to avoid confusion with the Equal Employment Opportunity Commission, which is the federal agency that defends anti-harassment and discrimination complaints. BRAA does not have the requisite number of employees to come under the jurisdiction of the Equal Employment Opportunity Commission.

The Fundamental Principles section now explains the unique nature of the Airport’s operation and the guiding values that will govern the employment process.

The Boca Raton Airport serves the recreational, corporate, and flight training needs of the community. The Airport operates 24 hours a day, 365 days a year, and averages over 72,000 flight operations annually. Due to the complex nature of the Airport’s operations, employees may be called to respond to emergency situations at any time and are expected to respond in a manner that preserves the health, safety, and welfare of the public.

The purpose of the Boca Raton Airport Authority Personnel Policies and Procedures Manual is to provide guidance for employees to help the Airport Authority fulfill its operational requirements while providing high quality service to the Airport’s customers. The Executive Director shall prepare and submit to the Airport Authority Board this Personnel Policies and Procedures Manual, which shall become effective upon approval by the Board. Amendments to this Manual shall be made in the same manner, unless otherwise authorized by the Board as provided for herein. This Manual will apply to all full-time, part-time, and temporary employees of the Airport Authority.

The Airport Authority shall adhere to the following fundamental principles:

1. The Airport Authority shall compensate employees in a fair and equitable manner based on demonstrated job performance and in accordance with federal, state and local laws in order to promote efficiency and economy in its business operations.
2. Employment with the Airport Authority is at will and shall be based on merit and qualifications and be free of personal or political consideration.
3. The Airport Authority will make reasonable efforts to classify positions with similar duties and responsibilities on a uniform basis.
4. Appointments, promotions, and other personnel actions will occur upon approval of the Executive Director or his/her designee. The Executive Director has the

ultimate authority to appoint, promote, demote, discipline, or otherwise impact the employment of all employees under his or her command.

5. The Airport Authority will retain employees on the basis of the adequacy of their performance or conduct, correct inadequate performance or conduct, and separate employees whose inadequate performance or conduct cannot be corrected.
6. The Airport Authority is committed to the fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, religion, sex, national origin, age, disability, pregnancy, marital status, sexual orientation, genetic information, gender identity or expression or any other status or condition protected by applicable federal, state or local laws, and shall take affirmative steps to recruit, employ and advance in employment qualified minorities, women, veterans and persons with disabilities.
7. It is a policy of the Airport Authority that there shall be no discrimination or harassment of its employees based on their race, color, religion, sex, national origin, age, disability, pregnancy, marital status, sexual orientation, genetic information, gender identity or expression, or any other status or condition protected by applicable federal, state or local laws. The Airport Authority shall not condone or tolerate discrimination of its employees by other employees, supervisors, the Executive Director, appointed officials, tenants, consultants, vendors, or the general public. The Airport Authority shall also not retaliate against any person who is engaged in a protected activity related to the opposition or investigation of a claim of harassment or discrimination.
8. The Airport Authority is committed to creating a safe workplace free from sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature.
9. The Airport Authority prohibits retaliation against any individual who reports discrimination, harassment or any other violation of its policies or who participates in an investigation of these claims.
10. It is a policy of the Airport Authority to provide reasonable accommodations to a qualified individual with a disability who has made the Airport Authority aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Airport Authority.
11. Every effort shall be made to inspire and support high morale through the consistent application of these policies with appropriate consideration of the rights and interests of Airport Authority employees, the public and the Airport Authority administration.

SECTION 2: EXECUTIVE DIRECTOR

This section explains the inter-relationship between the Executive Director's Employment Agreement and the Manual, to limit confusion.

The policies in this Manual apply to the Executive Director, except where the Executive Director is expressly exempted. However, where the Executive Director's Employment Agreement and this Manual conflict, the Employment Agreement shall control.

SECTION 3: CODE OF ETHICS

Section 3.1 In General

This section reorganizes existing Code of Ethics provisions in the Manual and confirms that the information is consistent with the requirements of Section 112.3013, Florida Statutes. References to the Palm Beach County Code of Ethics have been removed because BRAA personnel are not subject to Palm Beach County's Code of Ethics Ordinance.

Employees are expected to conduct themselves in the highest ethical manner and to avoid the appearance of undue influence, conflicts or any conduct that undermines the public trust. Employees shall conduct the business of the Airport Authority without conflict of interest, and in accordance with Chapter 112, Florida Statutes, "Code of Ethics for Public Officers and Employees," as may be amended from time to time. In the event the provisions of this Manual differ from the provisions of State law, the most restrictive standards shall apply.

For the purposes of this section, immediate family shall mean the spouse, domestic partner, children, parents, or siblings. A domestic partner is defined as an adult, unrelated by blood, with whom an unmarried or separated employee has an exclusive and committed relationship and maintains a mutual residence for at least one (1) year.

All employees shall adhere to the following standards of conduct:

- a. **Doing business with the Airport Authority:** No employee, acting in a private capacity, shall rent, lease or sell any realty, goods, or services, to the Airport Authority. No employee acting in his or her capacity as a purchasing agent shall rent, lease, or sell, any realty, goods, or services, from any entity of which the employee or his or her immediate family has a material interest. Further, no employee shall participate in or influence any business decision that inures to the personal benefit of a relative or the relative's employer.
- b. **Financial interest in other business:** No employee or his or her immediate family shall own or hold any significant interest in a vendor, contractor, consultant, or customer, of the Airport Authority, except where such ownership or interest consists of securities in a publicly traded company that are regularly traded on the open market.

- c. Solicitation of gifts: No employee shall solicit gifts based upon the understanding that the official action or judgment of the employee would be influenced by the gift. A gift is defined as anything that has value to the recipient.
- d. Acceptance and giving of gifts: No employee shall accept anything of value, including gifts, gratuities, discounts, entertainment or other benefits not shared with similarly situated members of the general public, from any existing or potential vendor, consultant, contractor, or customer of the Airport Authority regardless of value. No employee shall give gifts to customers or suppliers except for certain promotional items imprinted with the Airport Authority name or logo.
- e. Misuse of public position: No employee shall corruptly use or attempt to use his or her official position to secure a special privilege or benefit for himself, herself or others.
- f. Conflicting employment: No employee shall engage in, accept employment from, or provide services, to any business or public entity or agency for compensation or any consideration having monetary value when such employment or service creates a conflict between his or her private interests and the performance of his or her official duties.
- g. Disclosure of certain information: No employee shall disclose or use without authorization information not available to the members of the general public and gained by reason of his or her official position for his or her private gain or benefit or the personal gain of any other person or business entity.

Section 3.2 Conflict of Interest

This section also adds a Conflict of Interest statement required for federal awards.

This policy constitutes, in pertinent part, the Airport Authority's conflict of interest policy for Federal awards, consistent with the requirements of 2 CFR 200.112. Any potential conflict of interest relating to a Federal award shall be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

No employee shall engage in any act which is a conflict of interest, or creates an appearance of a conflict of interest, within the performance of their official duties. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a special private gain or loss for the employee or immediate family member as a result of the Airport Authority's business dealings. The employee must disclose any possible conflicts so that the Airport Authority may assess and prevent potential conflicts of interest from arising.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she shall immediately contact the Executive Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

Failure to report a conflict of interest will result in immediate and appropriate discipline, up to and including immediate termination.

To the extent not already covered in this section, employees shall follow the requirements of 2 C.F.R. 200.318, including without limitation the requirement that no employee shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. For the purposes of this provision, a conflict of interest exists when the employee has a financial or other interest in or derives a tangible personal benefit from a firm considered for a contract. Employees shall monitor agents performing work on contracts supported by a Federal award to confirm that no agent participates in the selection, award, or administration, of a contract where the agent has a real or apparent conflict of interest. Employees who violate this policy will be subject to appropriate disciplinary action.

Section 3.3 Outside Employment/Volunteer Activity

This section reorganizes references to outside employment and adds volunteer activities.

(a) Employees are required to obtain written approval from the Executive Director before participating in outside work activities. Approval will be granted unless the activity conflicts with the Airport Authority's interest. In general, outside work activities are not allowed when these activities:

- Interfere with the employee's full performance of the work for which he or she is employed at the Airport Authority, including overtime assignments;
- Involve the unauthorized use of Airport Authority facilities, vehicles, tools or equipment or the unauthorized use of Airport Authority confidential information.
- Involve organizations that are doing or seek to do business with the Airport Authority, including actual or potential vendors or customers; or
- Violate provisions of law or the Airport Authority's policies or rules.

From time to time, Airport Authority employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Airport Authority must be given priority.

Employees are hired and continue in the Airport Authority's employ with the understanding that the Airport Authority is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the Airport Authority is strictly prohibited.

It is the responsibility of the employee to inform the Executive Director of any changes to the type or nature of outside work performed as soon as the change has occurred.

(b) The Airport Authority recognizes the importance of volunteer activities. The Authority encourages and supports employee participation in volunteer activities that contribute to the community, so long as they do not pose a conflict with Airport Authority business and do not

interfere with the employee's duties at the Airport. Employees are required to obtain approval before from the Executive Director before participating in volunteer activities.

Section 3.4 Work Product Ownership

The Airport Authority retains legal ownership of all work products produced by employees while employed by the Airport Authority and no work product can be claimed, construed, or presented as property of the individual, even after employment with the Airport Authority has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and any concepts, ideas, or other intellectual property developed for the Airport Authority, regardless of whether the intellectual property is actually used by the Airport Authority.

SECTION 4: RECRUITMENT AND HIRING

It is the policy of the Airport Authority to recruit, hire, train, and promote employees without discrimination based on race, color, religion, sex, national origin, age, disability, pregnancy, marital status, sexual orientation, genetic information, gender identity or expression, or any other status or condition protected by applicable federal, state or local laws.

Section 4.1 Hiring Process

This section explains the hiring process.

The Airport Authority's hiring procedures are designed to hire the best-suited individual for each available position. Selection standards will be job-related, uniformly applied, and provide equal opportunity for all to compete.

From time to time, the Airport Authority may recruit for open positions. Resumes are accepted and may be submitted electronically. Each resume will be reviewed against the minimum qualifications of the position and the Executive Director will consider those applicants who meet the minimum qualifications or reasonable equivalent thereto, with or without accommodation. Applicants who have submitted an incomplete resume, or have been identified as having falsified their resume, will not be moved forward in the selection process.

Upon selection of the preferred candidate, a conditional offer of employment will be made by the Executive Director. The preferred candidate must complete the background check authorization form and return it to the Airport Authority. The conditional offer of employment is contingent upon the results of a background check that includes driver's license verification and a criminal background check. Employees who are required to obtain a US Customs and Border Protection Facility access badge must do so within 90 days of starting employment.

After review of the results of the background check, a final job offer will be made, at which time the candidate will be provided a copy of this manual, their job description, and a list of information needed to complete employment documentation on their first day of employment.

Candidates who require accommodation to participate in the hiring process should contact the Executive Director who will cause appropriate accommodations to be made.

Section 4.2 Driver's License Verification

This section updates the driver's license information requirements referenced in the prior version of the Manual, clarifies driving requirements for prospective employees and how driving histories will be used in the employment process, and confirms consistency with the Fair Credit Reporting Act (which has provisions relating not only to the use of credit ratings, but also driving records and criminal background check information).

Upon receipt of a conditional offer of employment with the Airport Authority, a candidate who is required to hold a valid Florida driver's license as a requirement of their job description will be subject to a driver's license record check, in accordance with the Fair Credit Reporting Act. A valid Florida's driver's license shall mean a Class E operator's license or out-of-state equivalent consistent with the rules governing driver's licenses set forth by the Florida Department of Highway Safety and Motor Vehicles and state law, as applicable.

If the candidate is moving from out-of-state permanently, the candidate must possess a valid Florida driver's license within the Florida Department of Highway Safety and Motor Vehicles guidelines, normally within ten (10) days of an address change. A copy of the new valid Florida driver's license must be provided to the Airport Authority when received.

The Airport Authority will obtain from the Florida Department of Highway Safety and Motor Vehicles (or from another state, when applicable) the candidate's current driving record. If the driver's license record check indicates that the candidate does not have a good driving record as set forth below, the conditional offer of employment may be rescinded if, in the sole discretion of the Executive Director, the operation of a motor vehicle is necessary to perform the duties of the position that has been offered.

A good driving record is defined as the following (the points below represent Florida Traffic Violation Points as assigned to the driver by the state; violations from other states may be weighted differently according to that particular state's regulated point or demerit system and will be analyzed on a case-by-case basis):

1. Less than six (6) points in a twelve (12) month period.
2. Less than nine (9) points in an eighteen (18) month period.
3. Less than twelve (12) points in a thirty-six (36) month period.
4. No violations or convictions that indicate the valid Florida driver's license is/was denied, expired, suspended or revoked during the five (5) years prior to the conditional offer date of hire.

5. No indicators of a history as a habitual violator of traffic laws during the five (5) years prior to the conditional offer date of hire.

Employees who are required by their job description to maintain a valid Florida driver's license must inform their supervisor immediately if their valid Florida driver's license is denied, expired, suspended or revoked. The Airport Authority may conduct periodic checks of employee driving records for those employees who are required maintain a valid Florida driver's license as a requirement of their job description.

Section 4.3 Criminal Background Checks

This section clarifies how criminal background checks will be used in the employment process and confirms consistency with the Fair Credit Reporting Act and Florida public records law

It is the policy of the Airport Authority to require criminal background checks for all employees.

A criminal history does not serve as an automatic bar to employment with the Airport Authority. Disqualification will occur only on the basis of a justified business necessity. Factors to be considered may include but are not limited to:

- The nature of the crime and its relationship to the position.
- The time since the conviction.
- The number (if more than one) of convictions.
- Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the Airport, its employees or its customers and vendors.
- Whether the criminal conviction prevents the employee from passing Federal security requirements necessary for access to the Airport Authority's Customs and Border Protection Facility.

Consistent with the Fair Credit Reporting Act, before the Airport Authority makes a decision not to hire the candidate based on the results of a criminal background check, the Airport Authority will inform the candidate of the basis of its decision. The Airport Authority will give the applicant a notice that includes a copy of the consumer report the Authority is relying on to make its decision and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" received from the company providing the report. The candidate will have an opportunity to review the report and explain any negative information.

Consistent with the Fair Credit Reporting Act, if the Airport Authority makes a decision not to hire the candidate based on the results of a criminal background check and any additional information provided by the candidate, the Airport Authority will provide the candidate with the name, address and telephone number of the consumer reporting agency that supplied the report. The candidate may dispute the accuracy or completeness of the report and get an additional free report from the reporting company within 60 days.

Background check information will be maintained in a file separate from the employee's personnel files for a minimum period of two years or the retention period required by Florida public records law, whichever is longer. Criminal and juvenile information contained in the background check will be exempt from disclosure in accordance with state law.

Section 4.4 US Customs and Border Protection Facility Access Badge

This section alerts employees to the badging requirements associated with the U.S. Customs facility.

Employees who are required by their job description to access the Airport Authority's Customs and Border Protection Facility are required to apply for and obtain a US Customs access badge, which may require an FBI fingerprint based criminal history records check (CHRC), Security Threat Assessment (STA), and proof of citizenship and residency in accordance with the applicable Federal regulations. Employees who are unable to obtain a US Customs and Border Protection Facility access badge within 90 days of starting employment may be terminated.

Section 4.5 Initial Employment Period

This section has been updated from the prior section on p. 12 of the earlier version of the Manual to expressly state the initial employment period is a probationary period and to put new employees on notice that they can be terminated at any time during this period.

The initial employment period is regarded as an integral part of the hiring process. It permits careful observation of the employee's performance to either provide an effective adjustment of the new employee to the position or to terminate an employee whose performance has not met the required work standards. The probationary period for all employees is 90 days for the purpose of determining whether the individual shall attain regular status in the position. Under appropriate circumstances, the initial employment period may be extended.

An employee may be terminated at any time during the initial employment period for any reason by the Executive Director, without cause and with no right to appeal the termination under the Airport Authority's grievance policy. Accordingly, probationary employees do not have a right to an explanation for the basis of termination.

Section 4.6 Hiring of Relatives

This section reorganizes the same provisions provided on pp. 12-13 of the earlier version of the Manual and removes the waiver for existing employees since the BRAA does not presently employ any close relatives.

The employment of relatives can cause various problems, including charges of favoritism, conflicts of interest, family discord and scheduling conflicts that work to the disadvantage of both the Airport Authority and its employees. Therefore, it is the policy of the Airport Authority not to hire a close relative of any current employee in any capacity.

For purposes of this policy, the term “close relative” includes the following relationships, whether established by blood, marriage, or other legal action: spouse or domestic partner, children, siblings, parents, grandparents, and the children of spouse or domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, aunt, uncle, nephew, niece or cousin.

When a situation occurs which results in a violation of this policy (whether because of the marriage of two employees or some other circumstance), one of the employees involved will be required to resign or otherwise be terminated. Employees will be permitted to determine which of them will resign and will be required to inform the Executive Director of their decision within a two-month period after the violation occurs. If the employees cannot make a decision, the Executive Director will decide in his or her sole discretion who may remain employed.

SECTION 5: HOURS OF WORK & COMPENSATION

Section 5.1 Employment Classifications

This section updates the Employment Classification information on pp. 10-11 of the earlier version of the Manual. The definitions have been updated for consistency with federal law. A classification for student interns was added.

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions. A determination of the non-exempt status of employees shall be made by the Airport Authority in accordance with the provisions of the FLSA.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least 38 per week that are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than 38 hours per week that are not hired on a temporary basis.

Temporary Employees

Temporary employees are those who are hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration.

Student Interns

Student interns are students of an accredited educational institution pursuing coursework relevant to the Airport. Student interns are not eligible to receive employee benefits. The compensation rates for student interns shall be established by the Executive Director.

Section 5.2 Business Hours and Hours of Work

This language was updated to coincide with the operational needs of the Airport. Includes some of the information under the heading "Meetings", p. 40.

The Boca Raton Airport operates 24 hours a day, seven (7) days a week. The normal business operating hours of the Airport Authority Office are 8:00 a.m. to 4:30 p.m. Monday through Friday.

The Executive Director shall establish the hours of work for all employees, upon consideration of the functions and operations involved. The customary work hours for all full-time employees during any work week is forty (40) hours, Monday through Friday, from 8:00 a.m. until 4:30 p.m., unless otherwise specified. Work schedules of part-time employees, temporary employees, and student interns are determined and assigned by supervisors. Employees must attend all meetings scheduled by their supervisor during normal business hours and other Airport Authority sponsored meetings that occur outside regular working hours as requested.

The Executive Director shall ensure that all employees comply with established work schedules and that unscheduled work is performed only when necessary to ensure the proper functioning of the Airport.

Non-exempt employees are responsible for compliance with work schedules, and for not performing work that is unscheduled or non-directed, except when required to fulfill operational requirements, as deemed necessary by the Executive Director. Any additional hours to be worked in excess of the employee's regular workday or workweek, except in the case of serious emergencies, shall require the advance approval of the supervisor. Non-exempt employees who work additional hours without prior approval will be subject to disciplinary action.

Exempt employees are required to work the number of hours necessary for the proper functioning of the Airport and may be instructed by the supervisor to work outside the basic work week (8:00 am to 4:30 pm, Monday to Friday) to fulfill operational requirements as deemed necessary.

Section 5.3 Lunch Period and Work Breaks

This section was reorganized and updated for consistency with federal law for non-exempt employees.

A. Lunch period: Non-exempt employees who work longer than four (4) hours are provided with one unpaid lunch break of thirty minutes each workday. Employees must step away from their work stations and be relieved of all responsibilities and restrictions during meal periods. Work break time shall not be used to cover an employee's late arrival on duty or his or her early departure from duty.

B. Breaks: Non-exempt employees will be allowed one 15-minute work break during the first half of their workday and one work break during the second half of their workday, provided that:

1. No single work break shall exceed a fifteen (15) minute absence from the employee's workstation.
2. Employees may not leave the work place without permission of their supervisor.
3. An employee may not accumulate unused work breaks. If a break is not taken, it is forfeited.
4. Work break time shall not be used to cover an employee's late arrival on duty or his/her early departure from duty.

Section 5.4 Attendance

This section was updated from the information provided on p. 19 of the earlier version of the Manual.

Employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. If an employee is unable to report to work, the employee, or someone acting on his or her behalf, must contact his or her supervisor no later than one hour before the employee's scheduled starting time. Late employees must inform the supervisor of his or her expected arrival time. If the supervisor is not available, the employee must leave the information with the Executive Director. This policy applies for each day of absence.

Employees who are absent from work for two (2) consecutive days without notifying their supervisor or the Executive Director will be considered to have voluntarily resigned.

All employees are required to inform their supervisor if they leave the work premises during the day for any reason.

Section 5.5 Overtime Work

This section was reorganized and updated to reflect current federal, overtime law.

When it is necessary to ensure the proper functioning of the Airport, employees may be required to work hours in excess of their regular work day or work week. Failure to work overtime when requested to do so may result in discipline up to and including termination.

B. Non-Exempt Employees

Non-exempt employees who work overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked over forty (40) hours per week. Hours worked includes all time that an employee is required to be on duty and all time that the employee is permitted to work. In computing overtime hours, vacation days or holidays which are paid but not actually worked, and which occur within the work week or work cycle, will be credited as

hours worked. Employees must obtain prior approval from their supervisor before working overtime.

Supervisors who direct employees to work overtime but not record their overtime hours will be subject to discipline. Employees are required to immediately report requests to work unrecorded overtime to the Executive Director. Any employee who is aware of other employees working unrecorded overtime must immediately notify the Executive Director. The Executive Director will promptly investigate any instances of unrecorded and unpaid overtime to determine whether there has been a violation of this policy. It is the obligation of all employees to cooperate in an investigation.

C. Exempt Employees

Exempt employees are not entitled to overtime pay. However, the Executive Director, in his or her sole discretion, may allow an exempt employee who has worked hours that greatly exceeded their regular work day or work week to occasionally take time off within a reasonable period after working the extra hours. In no case will exempt employees be entitled to compensatory time.

Section 5.6 Work Performed on Holidays

Non-exempt full-time employees who work on an official holiday that is recognized by the Airport Authority will be paid at overtime rate for the hours worked that day (regardless of the number of hours they work that work week), plus receive their regular wages for the paid holiday.

Section 5.7 Call Back Pay

When it is necessary to ensure the proper functioning of the Airport, employees will be required to return to work after having left the premises for the day when requested to do so. In the event this occurs, non-exempt employees will be paid for the hours worked unless otherwise required by law. There is no guaranteed minimum number of work hours for employees who return to work.

Section 5.8 Time Records

This section was updated to reflect current accounting practices for recording time, as required by audit report.

Employees must provide the Business Manager or his or her designee with complete and legal documentation of the actual time worked, in accordance with the Accounting Policy and Procedures Manual, as may be amended from time to time. Each employee is responsible for his or her time records, which must be signed by the employee, his or her supervisor, and the Executive Director in order for a check to be issued. Failure to timely submit accurate time records may result in disciplinary action.

A. Non-exempt employees

Non-exempt employees must complete their own time records to reflect the start time, the end time, and the actual number of hours worked during each day of the work week. Non-exempt

employees are also required to record any absences or breaks in excess of thirty (30) minutes on his/her time record (for example, lunch time or a pre-approved absence for a doctor or dentist's appointment). Employees must submit their time records to their supervisor for approval bi-weekly.

Non-exempt employees must record and calculate their overtime on a bi-weekly basis. An employee's supervisor as well as the Executive Director must approve each overtime entry. Employees with overtime entries that do not have prior approval may be subject to disciplinary action.

B. Exempt employees

Exempt employees must complete time cards to record absences, such as vacation, sick, personal and other paid leave.

Section 5.9 Payment of Salary and Wages

The payroll work week begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight. Employees are paid every other Thursday.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice. To activate direct deposit, employees must submit the Direct Deposit Authorization form together with a voided personal check to the Executive Director or his or her designee. Direct Deposit will be available as soon as it is activated by the employee's bank of choice.

If the normal payday falls on a holiday, paychecks or direct deposit pay stubs will be distributed in accordance with the schedule that will be announced. Under no circumstances will the Airport Authority release any paychecks or direct deposit pay stubs prior to the announced schedule.

In the event of a lost paycheck, the employee must notify the Executive Director in writing as soon as possible so that a replacement check can be issued and a stop payment will be requested. A statement of earnings is given each pay period to employees indicating the employees gross pay, statutory deductions, and voluntary deductions.

The amount of federal income tax withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, the employee must submit a new Form W-4 to the Executive Director. It may be possible for an employee to authorize additional deductions from his or her paycheck. These requests must be submitted to the Executive Director.

Errors on paychecks must be immediately reported to the Executive Director or designee.

Overtime payment for non-exempt employees is paid biweekly with such payment covering hours worked in the prior biweekly period.

Section 5.10 Pay Deductions

Updated to streamline language, address court ordered deductions, and include Safe Harbor language required by FLSA.

All deductions from an employee's paycheck will be made in accordance with applicable law and, when required, with the employee's consent. Deductions may be made from an employee's wages for Social Security taxes, federal income taxes, child support, garnishment, and assignment of wages, as applicable. Employees will be notified of deductions due to court orders, such as child support or garnishments, in accordance with such orders.

Exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. The Airport Authority prohibits impermissible pay deductions for exempt employees other than those allowed under FLSA.

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, he or she should immediately contact his or her supervisor or the Executive Director. Any employee who receives such a complaint, or is otherwise aware of an improper salary deduction, overpayment, or paycheck error, must immediately notify the Executive Director. The Executive Director will promptly investigate any such matter. It is the obligation of all employees to cooperate with such an investigation.

If the Airport Authority determines that it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

SECTION 6: PERFORMANCE REVIEWS AND INCENTIVES

This section was added to reflect current practices for administering performance reviews and to reference the Performance Appraisal forms that have been previously adopted by the board.

Section 6.1 Performance Reviews

Employees will receive performance reviews on an annual basis. New employees will receive performance reviews at the end of their initial employment period. Additional reviews may be conducted at the sole discretion of the Executive Director. Performance reviews cannot be grieved. However, employees will have the opportunity to make written comments in response to their performance reviews. All written comments will be attached to the review form and maintained as a permanent part of their personnel file.

An employee's work performance is reviewed by their immediate supervisor, who is also responsible for administering any discipline to ensure consistency between the performance review and the disciplinary process. The Executive Director's performance shall be reviewed in accordance with the terms of his or her Employment Agreement.

A. Performance attributes

Employees in both exempt and non-exempt positions are evaluated on the basis of standardized performance attributes that are described in detail on the sample Performance Appraisal forms in Appendix A. The Executive Director may amend the Performance Appraisal forms and/or the performance attributes stated therein to be consistent with the operational requirements of the Airport.

B. Performance ratings

An employee's performance is rated based on the degree to which the employee demonstrates behaviors described within each pre-established performance factor and, where applicable, on the basis of attainment of performance goals. For each performance factor, the rater selects the level which most closely describes the employee's performance.

C. Establishing Overall Ratings

In determining the overall rating, the rater considers:

- a. The rating most frequently given;
- b. Any unforeseen conditions affecting the achievement of goals;
- c. The relative importance of each factor.

If, however, one factor is considered significantly more important than the other, this must be identified on the evaluation form and can be taken into consideration when establishing overall ratings.

If at any time during the review period an employee's performance diminishes to an unsatisfactory overall rating, the employee may be counseled to determine the cause and a specific performance improvement plan may be created. If improvement is not achieved within 30 days, the employee will be placed on probation for a period not to exceed 90 days. If the employee's performance has not reached a satisfactory overall rating after 90 days, the employee will be terminated. Documentation to support the termination must be attached.

Section 6.2 Performance Incentives

The Airport Authority has a policy of rewarding employees to recognize extraordinary work and to attract and retain quality candidates. Consistent with this policy, the Airport Authority may consider awarding performance-based incentives including merit increases or one-time bonuses, subject to the annual budgetary considerations of the Airport Authority. Any employees who receive an unsatisfactory overall rating is ineligible for a performance-based incentive. Employees who receive a satisfactory overall rating or better may be considered for a performance incentive, which may be awarded on a pro-rated basis at the Executive Director's sole discretion, depending on the level of overall rating assigned.

In addition, the Airport Authority may consider cost of living adjustments for employees, subject to the annual budgetary considerations of the Airport.

SECTION 7: EMPLOYEE BENEFITS AND LEAVE POLICIES

Section 7.1 Employee Benefits

This section has been streamlined. Disclaimers regarding lack of contractual rights arising from Manual are reflected in introduction to Manual.

Eligible full-time employees are provided with a comprehensive benefit package that includes paid holidays, sick leave, vacation, health insurance, and a retirement plan. Temporary and part-time employees are not eligible for benefits.

For information regarding specific benefits, including eligibility requirements, refer to the Summary Plan Descriptions which are provided to employees upon commencement of employment.

Section 7.2 Retirement Plan

A. Qualified Retirement Plan (401a Plan)

The Airport Authority provides eligible employees with a Qualified Retirement Plan as defined by Section 401(a) of the Internal Revenue Code (“Plan”) for eligible full-time employees. Employees shall become 100% vested in the plan after completing one year of employment. The Airport Authority shall contribute an amount equal to 25% of an employee’s base pay plus any performance incentive to the Plan at the completion of the Initial Employment Period. Employees may contribute additional amounts to the Plan up to the limits established from time to time by the federal Internal Revenue Service (“IRS”), but these additional amounts are subject to income taxation, Medicare tax and Social Security tax. Within the Plan, participating employees can select from investment options that best fit their needs.

All regular full-time employees over the age of 18 are eligible to participate in the 401(a) Employee Retirement Plan. Participation in the Plan begins after the Initial Employment Period.

B. Deferred Compensation (457b plan)

The Airport Authority provides eligible employees with a Deferred Compensation Plan (“DC Plan”) as defined by Section 457b of the Internal Revenue Code, wherein employees can invest a portion of their pre-tax earnings towards retirement. Employees are eligible to participate in DC Plan upon completion of the Initial Employment Period, at which time the Airport Authority shall contribute an amount equal to 5% of an employee’s base pay plus any performance incentive to the DC Plan. Employees may contribute additional amounts to the DC Plan on a pre-income tax basis up to the limits established from time to time by the IRS. All contributions are subject to Medicare tax and Social Security tax deductions.

Further details about the Plan may be obtained from the Executive Director and the Plan document.

Section 7.3 Health Benefits

The Airport Authority offers health care coverage to full-time employees over the age of 18 at the completion of the Initial Employment Period. Family coverage is also available.

For information regarding specific benefits, including eligibility requirements, refer to the Summary Plan Descriptions which are provided to employees upon completion of the Initial Employment Period.

The Airport Authority is not subject to federal requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Affordable Care Act (ACA) and the Family and Medical Leave Act (FMLA).

Section 7.4 Recognized Holidays

The Airport Authority recognizes the following holidays as paid holidays:

New Year's Day	Martin Luther King Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Friday following Thanksgiving Day	Christmas Day

Only full-time employees are eligible for holiday pay. Part-time and temporary employees are not eligible to receive holiday pay.

Section 7.5 Personal Days

Full-time employees who have completed their Initial Employment Period are eligible to take up to two (2) paid personal days per calendar year. Employees may use their personal days in half day or full day increments. Employees must complete a Request for Leave Form approved by a supervisor to take personal day time. Personal days do not carry over into the next calendar year. Upon termination of employment, an employee who gives two weeks written notice of intent to separate, or employees for whom the notice requirement is waived by the Executive Director, shall receive payment for unused personal days. Employees who are terminated for gross misconduct or gross negligence are not eligible to receive their unused accrued personal days.

Section 7.6 Sick leave

Sick leave is defined as absence with pay which is taken for medical reasons.

A. Accrual of Sick Leave

Except as otherwise provided, all full-time employees shall accrue sick leave at a rate of 8 hours a month to a maximum of 96 hours in a calendar year after completing the initial employment period. Unused sick leave may be rolled over to the following year. The maximum sick leave that can be accrued is 720 hours. During the first year of employment, the accrual of sick leave under this policy will be pro-rated. Employees who start at the Airport Authority before the 15th of the month will begin accruing sick leave for that month. Employees who start at the Airport Authority after the 15th of the month begin accruing sick leave the following month.

On January 1, an employee's maximum eligible sick time for that calendar year is credited to the employee to use throughout the year, even though the employee will not accrue the entire amount of sick time until the end of the calendar year. At the time of termination, however, the value of any sick time that was used but not actually accrued will be deducted from the employee's final paycheck.

B. Use of Sick Leave

Employees unable to report to work due to illness must telephone their supervisor directly, each day of their absence, as far in advance as possible, but no later than one hour before their scheduled arrival time. If their supervisor is not available, the Executive Director should be contacted. If an employee is unable to make the call personally, a family member or a friend should contact the supervisor. The supervisor or the Executive Director must be contacted each day of absence. An employee who fails to contact his or her immediate supervisor or the Executive Director will be considered absent without leave. Under extenuating circumstances an exception to this rule may be granted for a particular absence. In the case of an exception, the supervisor must provide a written memo describing the basis of the exception to the Executive Director. For absences of three or more consecutive full days, a written certification from a licensed physician or licensed health care professional may be required to validate the use of sick leave or to confirm that the employee is fit to return to work.

Sick leave is allowed only under the following circumstances:

1. For an employee's mental or physical illness, injury or health condition, or to obtain medical diagnosis, treatment or preventive care.
2. For the mental or physical illness, injury or health condition, or to obtain medical diagnosis, treatment or preventive care of a member of an employee's immediate family where care by the employee is required. Immediate family includes spouse, domestic partner, child, parent, or sibling living in the employee's home. The birth of an employee's child is considered an eligible use of sick leave by the employee.

C. Payment for Unused Accrued Sick Leave upon Separation from Employment

Upon termination of employment, an eligible employee who gives at least two (2) weeks written notice of their intent to separate, or an employee for whom the notice requirement is waived by the Executive Director, shall receive payment for one-third (1/3) of their unused accrued sick leave. At the time of termination, however, the value of any sick time that was used but not actually

accrued will be deducted from the employee's final paycheck. Employees who are terminated for gross misconduct or gross negligence are not eligible to receive their unused accrued sick leave.

Section 7.7 Vacation Leave

All full-time employees shall accrue vacation leave. Part time and temporary employees shall not be eligible to accrue vacation leave. Employees begin accruing vacation leave time after completing their Initial Employment Period.

A. Accrual of Vacation Leave

Vacation leave will be accrued at the following monthly rates:

Minimum Years of Continuous Service	Number of Vacation Hours for each month of work	Total Vacation Hours if worked throughout year
Less than two (2)	6.67	80
Two (2) years	8	96
Four (4) years	10	120
Eight (8) years	13.33	160

The Deputy Director is eligible for vacation for each calendar month of service, after completing the Initial Employment Period, based upon the following schedule:

Minimum Years of Continuous Service	Number of Vacation Hours for each month of work	Total Vacation Hours if worked throughout year
One (1) or more	13.33	160

During the first year of employment, the amount of vacation days will be pro-rated. Employees who start at the Airport Authority on or before the 15th of the month will accrue vacation leave for that month. Employees who start at the Airport Authority after the 15th of the month will begin accruing vacation leave the following month.

On January 1, an employee's maximum eligible vacation time for that calendar year is credited to the employee to use throughout the year, even though the employee will not accrue the entire amount of vacation time until the end of the calendar year. At the time of termination, however, the value of any vacation time that was used but not actually accrued will be deducted from the employee's final paycheck.

Employees are encouraged to use all of their accrued vacation time during the calendar year. Employees are permitted to roll over up to 10 days (80 hours) of accrued vacation time into the following year. Accrued, unused vacation time in excess of 80 hours cannot be rolled over from

the prior year and will be forfeited. However, when a special business necessity precludes an employee from taking a vacation, the Executive Director, in his or her sole discretion, may approve the accrual of excess vacation.

Example:

An employee who has worked at the Airport Authority for five years has 100 hours of unused vacation time on December 31. On January 1 (the start of the new calendar year), the employee is eligible for the following vacation time:

120 banked hours (eligible time for new calendar year) + 80 hours* (roll-over time from prior year) = 200 hours

*20 hours of vacation time from the prior year will be forfeited.

B. Use of Vacation Leave

Vacation leave shall be used only with the prior approval of the employee's supervisor and the Executive Director. Employees should make their vacation requests as far in advance as possible. Based upon Airport needs, the Airport Authority will attempt to grant an employee the vacation dates he or she requests.

When an Airport Authority holiday falls during a scheduled vacation, it is not counted as a vacation day. An employee who becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.

C. Required Cancellation or Modification of Vacation Time

Circumstances may arise at work that require an employee to be called back to work during a planned vacation. It is the policy of the Airport Authority to reimburse employees for costs and expenses incurred in such circumstances, including but not limited to deposits, cancellation fees, transfer fees, early check-out fees, and airfare and other travel expenses. The following conditions apply for reimbursement:

- The vacation was approved by the Executive Director or designee, or in the case of the Executive Director, the Authority's Board was notified of the vacation in advance;
- The Authority will reimburse costs and expenses in the following circumstances:
 - With respect to the Executive Director, the request to return to work must be reasonably necessary or prudent to address significant Authority matters; and
 - With respect to all other employees, the request to return to work must be requested by the Executive Director;

- The employee must take reasonable steps to mitigate the amount and extent of the reimbursable costs and expenses;
- Costs and expenses eligible for reimbursement include those applicable to the employee's spouse and children accompanying the employee on the vacation.
- Documentation and approval for reimbursement:
 - With respect to the Executive Director, all costs and expenses to be reimbursed must be documented and approved by the Chair;
 - With respect to all other employees, all costs and expenses to be reimbursed must be documented to the satisfaction of and approved by the Executive Director.

D. Payment for Unused Vacation Leave upon Separation from Employment

Upon termination of employment, an employee who gives at least two (2) weeks written notice of intent to separate, or employees for whom the notice requirement is waived by the Executive Director, shall receive payment for unused accrued vacation leave. At the time of termination, however, the value of any vacation time that was used but not actually accrued will be deducted from the employee's final paycheck. Employees who are terminated for gross misconduct or gross negligence will not receive their unused accrued vacation leave. In the case of death of an employee, payment for unused vacation leave shall be made to the employee's beneficiary or estate, or as provided by law.

Section 7.8 Leaves of Absence with Pay

Time off for any reason during a working day, other than described below, will count first against the employee's allotted sick days, vacation personal days. Once the employee has used all of their eligible sick or personal days, the time will be counted against their eligible vacation time. Thereafter, unless specifically excepted, any authorized time off will be without pay unless otherwise required by law.

A. Funeral (Bereavement) Leave

Reference to funeral of a friend or other relative has been removed.

When a death occurs in the immediate family of a regular full-time employee, the employee may be allowed three (3) days of bereavement leave with pay if the death occurs locally, four (4) days bereavement leave with pay for an in-state death that occurs more than 250 miles away, and five (5) days of bereavement leave with pay for an out-of-state death. The bereavement leave days must be taken consecutively within a reasonable time of the day of the death or the day of the funeral, and may not be split or postponed.

For this purpose, immediate family is defined as parents, spouse or domestic partner, spouse or

domestic partner's parent, child, spouse or domestic partner's child, grandparent, grandchild, brother or sister, stepchild, sister-in-law, brother-in-law, son-in-law and daughter-in-law.

Bereavement leave will not be charged against sick leave, vacation leave, or personal day time. Any additional time, which may or may not be granted in addition to the bereavement leave, shall be charged against accumulated vacation leave or personal day time.

B. Jury Duty

If an employee is summoned for jury service, the employee will be granted leave with pay, not to exceed eight (8) hours per day.

Upon receipt of the notice to serve jury duty, the employee shall immediately notify his/her supervisor, as well as the Executive Director. Additionally, a copy of the notice to serve jury duty must be placed in the employee's personnel file. Upon the employee's return, the employee must notify the Executive Director and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the Executive Director may request that the court allow the employee to choose a more convenient time to serve in accordance with the court's procedures. The employee must cooperate with this request.

If the employee is excused from jury duty, he or she must report for work when two (2) or more hours remain on his or her scheduled work day.

C. Voting Leave

Allows for up to 2 hours leave, rather than requiring that schedules be changed to accommodate voting.

The Airport Authority encourages its employees to fulfill their civic responsibilities by participating in elections for public office. If employees are unable to vote in an election during non-working hours, the Airport Authority will grant up to two hours paid time off so that employees may vote. Elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections scheduled in county, city or town where the employee lives.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Section 7.9 Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, Public Health Service or Florida National Guard will be granted an unpaid leave of absence for military service, training or related obligations in accordance with

applicable law. Employees on military leave may substitute their eligible paid leave time for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

A. Continuation of Health Benefits

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 24 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

B. Requests for Leave

i. Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, an employee shall notify the Executive Director, as soon as possible (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

ii. Leave for Training and Other Related Obligations (e.g., fitness for service examinations)

Employees will also be granted time off for military training (normally 14 days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service. Employees shall advise Executive Director of their training schedule and/or other related obligations as far in advance as possible.

C. Return from Military Leave

An employee who is returning from military leave must provide the following notice:

- An employee who served for less than 31 days or who reported for a fitness to serve examination, must provide notice of intent to return to work at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
- An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing his/her period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
- An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.

- An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Executive Director (if the service was less than 31 days or if employee reported for a fitness to serve examination), or submit an application for reemployment (if the service was greater than 31 days), at the end of the necessary recovery period (but which may not exceed two years, unless for a fitness to serve examination).

D. Required Documentation

An employee whose military service was for more than 30 days must provide documentation upon his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for re-employment is timely (*i.e.* submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee received an honorable or general discharge.

Section 7.10 Disability Leave

The prior version of the Manual allowed for paid disability leave for up to 90 days (p. 21), in addition to sick leave. This created confusion. The policy now provides for disability leave for up to 90 days, which includes both paid time under the sick leave policy and unpaid time, to the extent that sick leave has been exhausted.

Leave may be taken for a qualified disability, in accordance with the Use of Sick Leave Policy, for up to ninety (90) days. The ninety (90) day period includes time taken for the qualified disability under the Airport Authority's sick leave policy. Once sick leave has been exhausted, the employee shall use banked and accrued vacation and personal time for the remainder of the ninety (90) day disability leave period. Any shortfall in available paid leave for the remaining period up to ninety (90) shall be without pay. An employee on approved disability leave is entitled to continued coverage under the Airport Authority health plan under the same conditions as if the employee had continued to work. Depending on the circumstances, Disability leave may be extended beyond 90 days if warranted and in the sole discretion of the Executive Director.

Employees on disability leave are required to report work activities performed as part of authorized outside employment during the leave period.

A written certification from a licensed physician or licensed health care professional may be required to confirm that the employee is fit to return to work at the conclusion of the disability leave period.

Leaves of absence without pay for non-disability reasons (p. 29 of prior Manual) was removed. Reference to paid time for community activities (p. 31 of the prior Manual) was removed.

SECTION 8: RULES OF CONDUCT

Section 8.1 Airfield Incident and Emergency Response

Addresses more comprehensively the information reflected in Reporting Time Pay section on p. 15 and the Airfield Incident Response language on p. 42, of the prior version of the Manual.

It is the policy of the Airport Authority to maintain essential business services and operations during any incident or emergency situation while providing for the protection of life, health, and safety for all employees. Every employee is responsible for properly responding to and reporting emergencies and incidents that occur on or impact the airfield in accordance with the Airport Authority Emergency Plan and applicable letters of agreement.

Exempt employees are required to be ready at all times to prepare for and respond to emergencies or airfield incidents, which includes monitoring Airport-issued cell phones for emergency notifications. To the extent practicable, exempt employees who know that they will be unable to return to the Airport within one hour of an emergency notification should notify their supervisor and the Executive Director in advance of their anticipated unavailability and should make sure that another employee capable of performing equivalent emergency response services is available during the anticipated period of unavailability.

Non-exempt employees are required to prepare for and respond to emergencies or airfield incidents when requested to do so by their supervisor or the Executive Director and will be compensated for the time worked in accordance with FLSA requirements.

Employees may be required to work during authorized closings, including hurricanes or similar emergencies, as directed by their supervisor or the Executive Director. Employees on pre-approved leave who are not directed to return to work during an authorized closing will not be charged leave during the closing. Employees will be paid for the period of the authorized closing if they were scheduled to work during the closing. Employees scheduled to work after an authorized closing but who fail to return to work must use accrued leave to cover any time missed and may be subject to disciplinary action. Extenuating circumstances will be reviewed on a case by case basis at the sole discretion of the Executive Director.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

Section 8.2 Airport Information and Property

The protection of Airport Authority business information, property and all other Airport Authority assets are vital to the interests and success of Airport Authority. No Airport Authority related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of Airport Authority) may, therefore, be removed from the Airport Authority's premises. In addition, when an employee separates from the Airport Authority, the employee must return all

Authority related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, equipment or office supplies, uniforms, radios, or other specialized equipment. Employees who violate this policy will be subject to appropriate disciplinary action.

Section 8.3 Airport Authority Events

Similar to original policy, however, acknowledges that certain off-property events may include the consumption of alcohol.

Employees must conduct themselves at all Airport Authority events as if they were in the workplace, even if they are not on-duty at the time of the event. Airport Authority events include any event related to the Boca Raton Airport or the Boca Raton Airport Authority, regardless of whether the employee's attendance is voluntary.

In addition to its drug-free workplace policy, the Airport Authority prohibits the consumption of alcohol on Airport Authority premises. However, Airport Authority employees may choose to consume alcohol when provided at certain off-site, after-hour Authority-sponsored or industry events for which the Authority has paid a sponsorship fee or registration fee and received admission tickets for employees to attend. Employees who choose to consume alcoholic beverages during an Authority-sponsored or industry event must do so in a responsible manner and must refrain from operating a motor vehicle while under the influence of alcohol.

Section 8.4 Dress Code/Personal Appearance/Hygiene

Language was updated to be gender neutral, address safety issues, hygiene, business casual days, and offensive fragrances.

All employees are required to be groomed and attired in a business-like manner that is appropriate to their job, and in conformance with designated casual or non-casual dress days. The Authority's policy emphasizes cleanliness, neatness and professionalism and acceptable personal appearance is an ongoing requirement of employment with the Authority. All clothing and accessories must be clean, in good condition, and consistent with that normally found in a traditional professional business environment.

Appropriate workplace dress does not include clothing that is too tight or revealing; clothing with rips, tears or frays; or any extreme style or fashion in dress, footwear, accessories, fragrances or hair. Violations of the policy can range from inappropriate clothing items to offensive perfumes and lack of hygiene. Employees who report to work inappropriately attired may be asked to leave work to change clothes and will be required to use personal time or vacation time to do so.

Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee who is unsure of what is appropriate should check with his or her manager or supervisor.

Employees who are directed to wear or are issued safety-related clothing or gear must wear said items in accordance with supervisor instructions.

Business casual dress will be permitted on Fridays and on certain days as designated by the Executive Director. Appropriate business casual dress does not include shirts with slogans, logo clothing (sport teams, cartoon characters, etc.) other than Authority logo, tank tops, muscle shirts, halter and crop tops; shorts, sweatpants, leggings, and pants worn below the waist or hip line; or flip-flops, sport shoes, or clog sandals. For certain meetings or events occurring on business casual days, business professional dress guidelines must be observed, as directed by a supervisor or the Executive Director.

Employees who violate this rule may be subject to appropriate disciplinary action. Reasonable accommodations will be made where required.

If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected. If the problem persists, supervisors should follow the normal corrective action process.

Section 8.5 Travel/Expense Reimbursement

Updated to include travel expense reimbursement policy detail, consistent with auditing requirements, and to require Executive Director, not supervisor, to approve travel requests. Meal per diems are replaced with GSA references.

The Airport Authority will reimburse employees for expenses incurred on behalf of the Airport Authority and for the travel-related expenses when the employee is traveling on Airport Authority business or for job-related training. All requests for travel must be submitted to the Executive Director who shall determine, in his or her sole discretion, whether to grant the request. Reimbursements are not intended as employee compensation or an employee benefit.

The Airport Authority will reimburse expenses related to air travel, mileage, rental car fees, lodging, meals, and incidentals in accordance with this policy. Employees must submit the Airport Authority Employee Travel Form plus receipts and documentation to substantiate the expense to a supervisor for approval before they will be reimbursed.

All travel must be by the most efficient, economical method of travel and the most direct route available. Extra costs due to travel by an indirect route or other than most efficient, economical means of travel will be borne by the employee and reimbursement will be based on such charges as would have been incurred by use of the most economical means and most direct route.

An employee's personal time may be used if they wish to leave earlier than necessary or stay past the end of the seminar, conference, meeting, training or event. The Authority will not reimburse for any travel expenses associated with personal travel incident to Authority travel events.

Eligible travel expenses include:

- Registration: Cost for registering for the training/conference is covered. An effort will be made to pre-pay the discounted member/early bird rate, when available.
- Transportation:
 - Authority Vehicle: The use of an Authority-owned vehicle is encouraged when travel is within the tri-county area. An Authority-owned vehicle may be used for intra-state travel only, and with prior approval from the Executive Director. Fuel for Authority-owned vehicles is paid for using the Authority Fuel Card.
 - Personal Vehicle: The use of a privately-owned vehicle for official travel in lieu of Authority-owned vehicles will be authorized if an Authority-owned vehicle is not available. Mileage reimbursement may be requested, and fuel will not be reimbursed for the use of a personal vehicle.
 - Rental Car: A standard rental car is covered if it is required to complete the business of the Authority and it is cost effective. Preauthorization is required. Fuel will be reimbursed for the use of a rental car.
 - Air Travel: Base airfare is covered with a maximum of one checked bag. Seat selection is allowed. The Authority will pre-pay for airfare when possible.
- Parking: Parking costs, including airport parking, will be reimbursed.
- Tolls: Toll costs will be reimbursed.
- Taxi/Rideshare/Metro: Local transportation will be covered to/from the airport, to/from the hotel, to/from the conference, to/from Authority business related meetings/functions.
- Mileage: Mileage is intended to cover the cost of fuel, maintenance, and wear-and-tear for employees using their privately-owned vehicle for official authorized Authority business. Mileage shall be reimbursed for such use at the IRS Standard Mileage Rate for business miles, which is adjusted annually. This rate applies for travel both in and out of the tri-county area. Internet mapping should be submitted to document the estimated mileage for reimbursement.
- Lodging: Cost for the hotel for the training/conference is covered. It is preferred that employees stay at the hotel which the seminar, conference, meeting, training or event takes place.
- Meals: The Authority pays expenses for meals based on the per diem rates of the conference location as established for travel by the United States General Services Administration (GSA), as may be amended from time to time. Meals included with a hotel stay or conference will not be reimbursed. The first and last day of travel and day trips will receive a partial per diem, per GSA rates.
- Incidentals: For travel involving overnight stay, an incidental is paid per night based on the per diem rate of the conference location as established for travel by the United States General Services Administration (GSA), as may be amended from time to time.

Ineligible expenses include:

- Expenses not related to Authority business
- Expenses incurred for travel not related to Authority business, including registration, transportation, hotels, meals, etc.
- Upgrade charges for hotel, airfare or rental cars
- Charges for personal phone calls, room service, or entertainment
- Clothing expenses including dry cleaning or laundry services
- Alcoholic beverages
- Excess baggage fees
- Cost related to spouses, children, or other non-employees of the Airport
- Kennel fees
- Fines or other financial penalties for violations of laws or regulations
- Repairs to privately owned vehicles
- Loss from theft

Employees must submit the required documentation to the Executive Director, or designee, for approval before they will be reimbursed. A receipt is required for all travel-related expenses, except for pre-paid expenses and per diems. Exceptions to the travel policy must be approved by the Executive Director.

Section 8.6 Housekeeping

Added anti-fragrance policy to address potential ADA issues.

The Airport Authority strives to maintain a workplace environment that is conducive to efficiency and productivity and free from unnecessary distractions and annoyances. It is everyone's responsibility to ensure that Airport Authority workspaces and property, including vehicles, conference rooms, and common areas, are properly maintained and present a professional, business-like image to the public. Employees are expected to keep their work area neat and orderly at all times and to report anything that needs repairing or replacing to their supervisor as soon as they become aware of it.

Employees are discouraged from bringing onto the premises natural or artificial scents that could be distracting or annoying to others. Employees should avoid using scented personal products (such as fragrances, colognes, lotions and powders) and other scented products (candles, potpourri and similar items) that are perceptible to others. An employee who is experiencing health consequences due to another employee's use of scented products should report the problem to their supervisor to ensure appropriate action is taken.

Section 8.7 Job-Related Training and Development

Slightly reworded and moved from p.21 of prior version.

Employees are encouraged to participate in job-related training and development activities in order to enhance their technical knowledge of Airport business. All requests for job-related training and

development must be submitted to the Executive Director who shall determine, in his or her sole discretion, whether to grant the request. The Airport Authority will pay for all reasonable expenses for registration and travel required for approved job-related training and development in accordance with the Airport Authority Travel Expense Reimbursement policy, which may be amended from time to time by the Executive Director.

Section 8.8 ID Badge and US Customs Facility Access Badge

New section to address use of ID Badges.

Every employee shall be issued an Airport Authority identification badge and, if authorized, a Customs Facility access badge. Employees must wear their identification and Custom access badges at all times when in the designated area, and during the hours they are required to work. All employees are required to comply with Customs access regulations and procedures. If a badge is lost or stolen, the employee shall notify the Executive Director immediately. Employees are prohibited from using their identification badge or Customs access badge in a manner unrelated to the performance of the employee's job responsibilities. Employees who violate this rule may be subject to appropriate disciplinary action, up to and including termination. Additional badges and identification may be issued from time to time, as required by specific job responsibilities or the law and shall be subject to the same requirements of this subsection.

Section 8.9 Media Contacts

Employees should not speak to the media on the Airport Authority's behalf without authorization of the Executive Director. All media inquiries shall be directed to the Executive Director.

Section 8.10 Personal Property

Employees are not allowed to store personal equipment or vehicles on Airport Authority property, except where permission is expressly granted by the Executive Director upon a finding that such storage benefits the Airport Authority.

Section 8.11 Personal Relationships in the Workplace

Anti-fraternization policy.

The Airport Authority recognizes the increased potential for conflicts of interest, appearance of favoritism, and the risk of claims of sexual harassment when employees develop close personal relationships with each other. For purposes of this policy, a personal relationship is a relationship of a romantic or intimate nature or of a character that could result in an allegation of conflict of interest or inappropriate behavior. An employee engaged in a personal relationship with another employee with whom he or she shares either a direct or indirect supervisory role should promptly disclose the relationship to the Executive Director, who will determine in his or her sole discretion whether to adjust reporting or working relationships or whether other changes or actions are necessary.

Section 8.12 Public Records Policy

New section to address legal requirements of Florida public records law.

Employees are all responsible for the proper handling of public records in accordance with state law. Questions or concerns about public records should be directed to the Business Manager or Executive Director designee. Routine and usual public records requests may be processed normally within each department. The Business Manager must be informed of public records requests that are significant, those that require time to respond to, or those that are not routine or usual. Failure to provide proper control over public records, including responding to public records requests, can lead to investigation by the State Attorney.

A. Public Records Requests

Public records are open for inspection by any person at any reasonable time. The request for a public record does not have to be written, nor does the requesting person have to provide a reason for the request. Employees responding to a public records request may not impose conditions on the inspection that would restrict access to the record.

Unless release of information is a normal part of their duties, an employee will refer all requests for public records to the Business Manager. It is not the intent of the Airport Authority to be secretive or to withhold information, but to ensure that all information released is true and accurate.

Responses to a public records request must be in a reasonable time frame. If it takes longer than the agreed date, the employee should notify the requesting individual or agency of the records that are available and when the other information can be produced. Employees responding to a public records request must retain all correspondence or notes related to the public records request.

Employees shall not disclose records or portions of records that are “exempt” or “confidential” as defined in state law. Questions or concerns about whether a public record is exempt or confidential should be directed to the Business Manager.

B. Records Retention

It is important to note that any document or record created in connection with the transaction of official business is a public record and must be maintained or destroyed in accordance with the instructions written in the Florida General Records Schedule for Local Government Agencies. All Airport Authority business shall be conducted on Airport-issued mobile devices to ensure proper retention of public records. Generally, an employee should refrain from conducting Airport business on his/her personal mobile device. However, if the employee does use his or her personal mobile device to conduct Airport Authority business, it shall be the employee’s responsibility to ensure that any public records generated on such device is retained in accordance with state law and produced in response to a public records request.

Section 8.13 Reference Checks

All inquiries regarding a current or former Airport Authority employee, vendor, tenant, or customer must be referred to the Executive Director or Deputy Executive Director.

Should an employee receive a written request for a reference, he or she must refer the request to the Executive Director for handling. No Airport Authority employee may issue a reference letter for any current or former employee without the permission of the Executive Director.

Under no circumstances should any Airport Authority employee release any information about any current or former Airport Authority employee, vendor, tenant, or customer over the telephone. All telephone inquiries regarding any current or former employee, vendor, tenant, or customer of the Airport Authority must be referred to the Executive Director.

Section 8.14 Solicitations, Distributions, and Use of Bulletin Boards

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

Bulletin boards maintained by the Airport Authority are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning Airport Authority business;
- Announcements of a business nature which are equally applicable and of interest to employees;
- Appointments and leave times of staff.

All posted material must have authorization from the Executive Director. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices.

Section 8.15 Suggestions

Employees are encouraged to approach their supervisors or the Executive Director with suggestions and ideas about how to make the Airport Authority a better place to work and how to enhance the services to the public. The supervisor or the Executive Director can help bring the idea to the attention of the appropriate individual who may consider it further.

Section 8.16 Vehicle Use

Expanded section to address vehicle usage, and insurance issues.

The Airport Authority will provide employees with the use of Airport Authority vehicles when necessary for employees to perform their job, subject to vehicle availability. In the event a vehicle is not available, employees may use their personal vehicle to conduct Airport Authority business subject to the provisions of this section.

A. Use of Airport Authority Vehicles

Only employees who have an unrestricted, valid Florida driver's license may operate an Airport Authority vehicle. Airport Authority vehicles may be used only for ordinary daily business in the tri-county area. Any use of the vehicle beyond ordinary daily business must be pre-approved by the Executive Director. Employees must operate the Airport Authority vehicle in a safe and professional manner. The use of seat belts and shoulder harnesses is mandatory for the driver and all passengers at all times, with no exceptions.

Any employee operating an Airport Authority vehicle under the influence of drugs or alcohol will face discipline up to and including termination, consistent with the Drug and Alcohol Use Policy. The Executive Director has the right to search any Airport Authority vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to Airport Authority vehicles.

Employees must adhere to the following rules:

- Employees must report any traffic violations and parking tickets incurred while using an Airport Authority vehicle to their supervisor and are responsible for paying all fines related to such violations.
- Airport Authority vehicles must be kept clean at all times and washed and vacuumed as often as necessary. Employees will be reimbursed for reasonable expenses related to maintaining Airport Authority vehicles.
- The use of tobacco products, including e-cigarettes or vaping, is not allowed in Airport Authority vehicles.
- Employees may not allow persons not authorized or employed by the Airport Authority to operate or ride in an Airport Authority vehicle.
- Airport Authority vehicles must not be used for personal use of any kind.
- Employees must notify their supervisor as soon as practicable of any incident and/or accident.

Employees who violate these rules may be subject to appropriate disciplinary action, up to and including termination.

B. Use of Cellular Devices While Driving

Moved "Use of Mobile Telephones and Related Devices Policy" from p. 35 and updated to comply with recent Florida law.

Employees are prohibited from texting, emailing, reading, searching or similarly using their cellular phones or other mobile devices to conduct business activities while operating a moving vehicle. Cellular phone use will be permitted only with the use of a hands-free device that does not require the employee to divert their attention from driving to activate the device in order to receive or make a call. Even when using a hands-free device, cellular phone use should be kept to a minimum, conversations should be as brief as possible, and employees should refrain from making unnecessary calls. If an emergency call needs to be made or received and such a call cannot be made via the hands-free device, the driver must pull off the road into a safe area and

then make or receive the call.

C. Insurance Requirements

The Airport Authority is sovereignly immune and therefore not liable for personal injury claims arising from automobile accidents, when such claims are based on the “dangerous instrumentality doctrine.” Therefore, employees who use their personal vehicle in the scope and course of their employment should consider obtaining business coverage insurance to protect against such claims.

If an employee using his or her personal vehicle is involved in an accident while on official Airport Authority business, the employee's supervisor must be notified as soon as possible and appropriate.

Section 8.17 Visitors

Employees are discouraged from meeting personal visitors in the Airport Authority office during business hours. From time to time, an unexpected personal visitor is allowed to visit the employee at the office so long as the visit is brief and non-disruptive.

Section 8.18 Personal Phone Calls

Streamlined.

Employees shall keep personal phone calls during the work day to a minimum to prevent interference with business activities and minimize disruptions.

Section 8.19 Smoke-Free Workplace

Updated to remove reference to smoking related discrimination and to prohibit vaping and e-cigarette use.

The Airport Authority complies with the Florida Clean Indoor Air Act and is a smoke-free workplace. The use of tobacco products and the use of vaping and e-cigarettes is prohibited in all Authority, including all indoor and outdoor areas, properties owned or leased by the Authority, and Authority owned or leased vehicles, without exception. All employees are expected to abide by this policy while at work.

SECTION 9: COMPUTER AND SOCIAL MEDIA POLICY

Section 9.1 Computer Systems Policy

The Airport Authority's computer hardware, software, network, Internet connectivity, electronic mail, e-mail addresses, company-issued mobile devices, telephones, voice mail and other computer or electronic communication or data storage systems ("Computer Systems") are the property of the Airport Authority. Every Airport Authority employee is responsible for using the Computer Systems properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director.

A. Use Limited to Business Purposes

The Computer Systems have been provided by the Airport Authority to its employees (including full-time, part-time and temporary personnel) for use in conducting Airport Authority business. All business-related communications and information transmitted by, received from, or stored in these systems are company records and property of the Airport Authority. The Computer Systems are to be used first and foremost for Airport Authority purposes. Use of the Computer Systems for personal purposes should be rare and must not interfere with Airport Authority business or productivity. Employees' authorization to access the Computer Systems is strictly limited to documents, emails and other information that is necessary for the performance of their job duties.

All use of the Computer Systems, whether for business purposes or personal purposes, must comply with this policy.

B. No Expectation of Privacy

Employees have no expectation of personal privacy with respect to any matter stored in, created, received, accessed through, or sent over the Computer Systems. The Airport Authority may access, monitor, review, use, or disclose, any and all aspects of the Computer Systems and all files, documents, or other information, contained on or accessible through the Computer Systems for *any* reason at any time and without the permission of any employee. This includes using all accessed information for any purpose whatsoever, as well as possible monitoring by Airport Authority of web sites visited by employees, chat rooms, instant messages, news groups, social networking activities, e-mail (including personal e-mail accounts accessed by employees using the Computer Systems), blogs, deleted files, temporary files, cached files, browsing history, metadata, and other electronic information stored on the Airport Authority's central back-up system or otherwise available as part of its data management, as well as monitoring by the Airport Authority of telephone calls made via Airport Authority's telephones.

An employee does not have any greater right of privacy or a right to otherwise diminish the Airport Authority's right of access, review, use and/or disclosure by using passwords or other security measures on the Airport Authority's Computer Systems. The Airport Authority's rights set forth in this paragraph continue to apply to employees after they have left the Airport Authority with regard to activity while they were with the Airport Authority. Employees shall have no right to

continue to use the Computer Systems once they have left the Airport Authority, and any such use will be considered unauthorized. Employees further expressly consent to the Airport Authority's monitoring of telephone calls made via Airport Authority's desk phones and cellphones.

C. Professional Use of Computer Systems Required

All the Airport Authority's policies with respect to workplace conduct apply equally to conduct with respect to its Computer Systems. This includes, but is by no means limited to, the Airport Authority's policies against discrimination and harassment, sexual or otherwise, its non-solicitation policy, and its policies against disclosure of confidential and exempt records. Employees may not use the Airport Authority's Computer Systems to download, copy, or distribute, copyrighted materials, another company's trade secrets, or confidential, proprietary information, without permission from third party who owns such rights. Employees are prohibited from installing or using peer-to-peer software on Computer Systems unless approved by the Executive Director and used only to share and receive files for which all necessary permissions have been obtained. When use of peer-to-peer software has been approved, it must be installed and configured with the assistance of the designated administrator to ensure that only the intended files are subjected to dissemination.

Creation, solicitation, posting, or distribution, of offensive e-mail messages, content, or the like, violate the Airport Authority's policies against harassment and discrimination. Although the Airport Authority may employ filters or other screening devices to block offensive, sexually explicit, or inappropriate material, it generally is not possible to block out all such offensive content. Employees encountering or receiving this kind of material should immediately report the incident to the Executive Director. Employees should not access inappropriate material on the Internet using Computer Systems.

D. Be Courteous and Considerate of Others

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Employees should write e-mail communications with the same care, judgment, and responsibility, that they would use for letters or internal memoranda written on the Airport Authority letterhead. Employees should be wary of using the "blind copy" feature when sending emails, since a "blind" recipient may inadvertently "reply to all."

E. On-line Representations with Respect to the Airport Authority and Its Information

The Executive Director's approval is required before any employee can publicly or broadly post any information on the Internet on behalf of the Airport Authority. Absent prior approval from the Executive Director to act as an official representative of the Airport Authority, employees who make reference to the Airport Authority, the Airport Authority employees, or customers on the Internet, or who use the Airport Authority email address when posting any content or message publicly or broadly, *must* include a disclaimer indicating that the thoughts and opinions expressed belong to the author and do not necessarily reflect those of the Airport Authority.

Employees may not disclose any information about the Airport Authority's security plans and/or security measures.

With respect to employees who have access to the Airport Authority's personnel information (which includes but is not limited to identities, capacities, ranking, salaries, benefits and other compensation and personnel files), these employees are permitted to use the personnel information only for lawful purposes related to their employment.

F. Maintaining and Securing the Systems

Users should routinely delete outdated or otherwise unnecessary e-mails, voice mails, and computer files, and shall, at all times, comply with the Airport Authority's Records Retention Policy. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the Airport Authority's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer an employee is using is not connected to the Airport Authority's network. Additionally, employees may not uninstall, deactivate, download, or install, software on a company issued computer without involving the designated administrator.

In addition, files obtained from sources outside the Airport Authority, including thumb drives and other storage media brought from home, files downloaded from the Internet, news groups, bulletin boards, or other online services, files attached to e-mail, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the Airport Authority's computer network. Employees may not download or use these media devices or files on the Computer Systems without first scanning the material with Airport Authority-approved virus checking software. If an employee suspects that a virus has been introduced into the Airport Authority's network, he/she must notify the designated administrator immediately.

G. Violations of Policy

Any employee who discovers misuse of any of the Computer Systems should immediately contact the Executive Director. Violations of the Airport Authority's Computer Systems policy may result in disciplinary action up to and including termination.

The Airport Authority reserves the right to modify this policy at any time, with or without notice.

Section 9.2 Social Media Policy

Updated to avoid First Amendment concerns.

The Airport Authority understands that social media can be a fun and rewarding way for employees to share information and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist

employees in making responsible decisions about using social media, the Airport Authority has established these guidelines for appropriate use of social media:

- Employees are prohibited from using social media for personal use during work hours or on Airport Authority equipment. Employees who violate this rule may be subject to appropriate disciplinary action.
- Employees shall not use their Airport Authority email addresses to register on social media sites, blogs, or other online tools utilized for personal use.
- Employees shall not post any information to the Airport Authority social media sites or otherwise identify themselves as a spokesperson of the Airport Authority, unless authorized to do so by the Executive Director.
- Employees who post information about the Airport Authority on their personal social media account or other private accounts should expressly state that the contents of the post do not represent the opinions or views of the Airport Authority, fellow employees, customers, vendors, contractors, or other people working on behalf of the Airport Authority.
- Employees shall not share or release any information related to the Airport's security systems, fire safety systems or other security-sensitive information in accordance with state law.

SECTION 10: SAFETY AND SECURITY

Section 10.1 Violence in the Workplace

The Airport Authority recognizes that workplace violence is a growing concern among employers and employees across the country. The Airport Authority believes in a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors, or anyone else on Airport Authority premises or engaging in an Airport Authority-related activity from behaving in a violent or threatening manner. As part of this policy, the Airport Authority seeks to prevent workplace violence before it begins, and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

The Airport Authority believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs, and has established procedures for responding to any situation that presents the possibility of violence.

A. Workplace Violence Defined

Workplace violence includes:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of, or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage to Airport Authority property, or a demonstrated pattern of refusal to follow Airport Authority policies and procedures;
- Defacing Airport Authority property or causing physical damage to the facilities;
or
- Violations of the Airport Authority Weapons in the Workplace policy.

B. Reporting Workplace Violence

An employee who observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, must notify the Executive Director immediately. Further, employees should notify the Executive Director if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

C. Investigation

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Executive Director will inform the reporting individual of the results of the investigation. To the extent possible, the Airport Authority will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances. For example, disclosure may be necessary in order to protect individual safety or to comply with Florida law. The Airport Authority prohibits retaliation against any employee who reports workplace violence.

D. Administrative Leave With or Without Pay

The Executive Director may determine, in his or her sole discretion, whether an employee who is the subject of an investigation must be placed on administrative leave during the investigation period for the protection of other employees, or for the health, safety, or welfare of the Airport Authority, its tenants, and invitees. The Executive Director may determine whether the administrative leave is with or without pay, depending on the severity of the claim and the initial information supporting the claim.

The Executive Director shall notify the employee in writing of the administrative leave decision. Employees on administrative leave are responsible for calling the Executive Director at the beginning of each work day to determine whether the employee should report to work the following day.

If, at the conclusion of the investigation, the Executive Director determines that the evidence does not substantiate the claim, the employee shall receive back pay for any period of administrative leave without pay, along with credit for hours worked for the calculation of vacation and sick leave, and contribution benefits.

E. Corrective Action and Discipline

If the Executive Director determines that workplace violence has occurred, the Executive Director may take appropriate corrective action and may impose discipline on offending employees. The appropriate discipline may depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If a non-employee engages in violent behavior at the Airport Authority, the Executive Director will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Executive Director may forego disciplinary action on the condition that the employee takes disability leave. In addition, the Executive Director may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

Section 10.2 Weapons in the Workplace Policy

Streamlined and updated to reflect state law regarding firearms and weapons. Removed section relating to searches.

The Airport Authority recognizes the importance of a safe and secure environment for all persons on Airport Authority premises. Accordingly, subject to the exceptions below, the possession and/or use of firearms, weapons, or other instruments that can be used as weapons are strictly prohibited on Airport Authority property regardless of whether the person is licensed to carry the weapon or firearm. This policy also prohibits the possession or use of firearms or weapons at any Airport Authority-sponsored function.

A. Definitions

Firearm: Any device (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun.

Weapon: Any dirk, knife, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm, or a common pocketknife, plastic knife, or blunt-bladed table knife.

Airport Authority property: All Airport Authority owned or leased buildings, and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Airport Authority's ownership or control. Airport Authority-owned or leased vehicles are covered by this policy at all times regardless of whether they are on Airport Authority property at the time.

B. Exceptions

This policy does not prohibit the possession or use of:

- (i) Legitimate work tools required to complete work on behalf of the Airport Authority or otherwise used by an employee, independent contractor, intern, or volunteer in the normal course of ordinary business; and
- (ii) Weapons or firearms used by security guards or other persons who have been given written consent by the Airport Authority to possess or use a weapon on Airport Authority property and when the use of the weapon or firearm is within the scope of that consent; and
- (iii) A legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in the Airport Authority parking lot and when the owner of the firearm is lawfully in the parking lot.

C. Enforcement

Subject to the exceptions above, an employee found to be in possession of a firearm or weapon on Airport Authority property or who has invited a guest who the employee knows to be in possession of a weapon on Airport Authority property may be subject to immediate disciplinary action, up to and including termination.

Employees who become aware of any violations to this policy must report the violation to their supervisor immediately.

This policy shall not be construed to create any duty or obligation on the part of the Airport

Authority to take any actions beyond those required of an employer by existing law.

Section 10.3 Theft

The Airport Authority will not tolerate property theft of any type, including the unauthorized use of equipment or facilities or the taking of any company property for personal use. Employees violating this policy will be subject to discipline up to and including termination and prosecution.

Section 10.4 Workplace Safety

The Airport Authority takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, employees should use all safety and protective equipment provided to them and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Employees must not block fire exits, tamper with fire extinguishers, or otherwise create fire hazards. Employees who observe an unsafe practice or condition should report it to a supervisor immediately.

Section 10.5 Internal Investigations and Searches

From time to time, the Executive Director may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so. During such internal investigations, employees will have no right to have any third parties present or to tape record.

Whenever necessary, in the Executive Director's sole discretion, work areas (*i.e.*, desks, file cabinets, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Executive Director will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

Section 10.6 Workers' Compensation

The Airport Authority is covered under state Workers' Compensation Laws. Employees who sustain a work-related injury must immediately notify the department supervisor and the Executive Director. If the employee's injury requires the attention of a doctor, the employee shall obtain a list of approved physicians from the Workers' Compensation Carrier's provider network. In the case of an emergency, the employee must go to the nearest hospital emergency room for treatment and then utilize the provider network if additional treatment is necessary.

SECTION 11: COMPLAINT PROCEDURES

Consolidates information from throughout prior version of the Manual.

Section 11.1 Open Door Policy

It is the policy of the Airport Authority that all employees are treated equally and fairly and that all employee complaints are resolved at the lowest possible level. However, the Airport Authority recognizes that sometimes situations arise in which an employee feels they have not been treated fairly or in accordance with Authority policies and procedures. An employee who has a complaint may report it as follows:

- Employees should first talk to their immediate supervisor. A supervisor is most familiar with the employee's job and is often in the best position to assist.
- Matters not resolved with the supervisor should be brought to the Executive Director who will attempt to resolve the complaint within a reasonable period of time.
- Matters involving the Executive Director should be brought to the Chairperson of the Board of the Airport Authority.

Complaints that are sensitive or personal in nature may first be brought to the Executive Director. The Executive Director will decide if the employee should first discuss the problem with their immediate supervisor or whether the Executive Director will take the appropriate action.

Section 11.2 Reporting an Incident of Harassment or Discrimination

Moved from p. 5 of prior Manual.

The Airport Authority strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct contrary to the Airport Authority's policy or who have concerns about such matters are strongly encouraged to file their complaints with their immediate supervisor or the Executive Director *before* the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Executive Director. If the matter involves the Executive Director, individuals should file their complaints with the Airport Authority Chairperson.

IMPORTANT NOTICE TO ALL EMPLOYEES: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Airport Authority strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Airport Authority will exercise reasonable

care to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. Advising the offender that his or her behavior is unwelcome and/or requesting that it be discontinued shall not constitute a complaint under this procedure even if the offender is one of the designated representatives identified above.

A. The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly, and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

B. Administrative Leave With or Without Pay

The Executive Director may determine, in his or her sole discretion, whether an employee who is the subject of an investigation must be placed on administrative leave during the investigation period for the protection of other employees, or for the health, safety, or welfare of the Airport Authority and its invitees. The Executive Director may determine whether the administrative leave is with or without pay, depending on the severity of the claim and the initial information supporting the claim.

The Executive Director shall notify the employee in writing of the administrative leave decision. Employees on administrative leave are responsible for calling the Executive Director at the beginning of each work day to determine whether the employee should report to work the following day.

If, at the conclusion of the investigation, the Executive Director determines that the evidence does not substantiate the claim, the employee shall receive back pay for any period of administrative leave without pay, along with credit for hours worked for the calculation of vacation and sick leave, and contribution benefits.

C. Responsive Action

Misconduct constituting harassment, discrimination, or retaliation, will be dealt with promptly and appropriately. Responsive action may include, for example, required training, referral to counseling, monitoring of the offender, and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination, as the Executive Director believes appropriate under the circumstances.

Individuals who have questions or concerns about these policies shall speak with the Executive Director.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the Airport Authority prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Section 11.3 Retaliation

The Airport Authority prohibits retaliation against any employee who reports discrimination, harassment, or violations of the Authorities policies or procedures, or any employee who participates in an investigation of such reports. Retaliation against an employee for reporting or for participating in an investigation of a claim of harassment, discrimination, or violations of the Authorities policies or procedures, is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Section 11.4 Procedure for Requesting an Accommodation

The Airport Authority encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the Executive Director and the employee's supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Airport Authority might make to help overcome those limitations.

The Executive Director will determine the reasonableness of the requested accommodation and, if the requested accommodation is reasonable, consider various factors to determine whether it would impose an undue hardship on the operation of the business of the Airport Authority, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Airport Authority's overall financial resources and organization, and the accommodation's impact on the operation of the Airport Authority, including its impact on the ability of other employees to perform their duties and on the Airport Authority's ability to conduct business.

The Executive Director will inform the employee of his or her decision regarding the accommodation request or about how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the Airport Authority to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Section 11.5 Whistleblower Complaints

Added section on whistleblower, consistent with State and Federal law.

Employees who have a good faith reason to believe that the Airport Authority, an employee, or a third party doing business on behalf of the Airport Authority, is acting in a manner that creates a substantial and specific danger to the public's health, safety, or welfare, or that violates any state or federal law designed to protect the public from corporate fraud and abuse, are expected to immediately report such activity to the Executive Director. If the matter involves the Executive Director, employees should report the suspected activity to the Chairperson of the Airport Authority.

The Airport Authority shall make every effort to protect employees from retaliatory action against any employee who report such activities in accordance with section 112.3187, Florida Statutes (Whistleblower Act) and 18 USC § 1107 and 1515 (Sarbanes- Oxley Act).

SECTION 12: DISCIPLINE PROCEDURES

Reorganizes and consolidates progressive discipline policies, and adds a grievance process.

The Airport Authority's policy relating to employee duties, conduct and discipline are structured around a progressive discipline system, which allows the Authority to address employee work performance issues and record corrective actions taken to address such issues. The progressive system is dependent on many factors, including but not limited to, the employee's past work record, years of service, the severity of the infraction, and other operational factors. The process may begin with employee counseling. However, in some instances a specific incident in and of itself may justify severe initial disciplinary action. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

Every Airport Authority employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in the Airport Authority's employ. The Airport Authority may terminate an employee's employment with or without cause, and with or without notice, at any time for any reason. **Nothing in this section in any way alters the employment at-will status of employees.**

Section 12.1 Overview and Causes for Disciplinary Action

Disciplinary action should move through progressive discipline, which allows for a reasonable period of time for improvement. Discipline may include an informal action such as verbal counseling or a formal action, including a performance improvement plan, written reprimand, suspension without pay, and termination. These actions may be taken singularly or in combination, depending on the totality of the circumstances of the conduct in question. In some instances, however, severe initial disciplinary action may be warranted, including termination. The Executive Director shall have the final authority to approve suspension or termination.

Reasons for disciplinary action may include, but shall not be limited to, the employee's performance, attendance, conduct, behavior issues, violations of this Personnel Policy and Procedures Manual and/or policy violations such as:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of Airport Authority records
- Gross negligence
- Insubordination

- Violation of anti-harassment or discrimination policies
- Time keeping violations
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Taking or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of the Airport Authority
- Possession of dangerous weapons on the premises, except as provided under state law
- Unauthorized possession, use, or copying of any records that are the property of the Airport Authority
- Excessive absenteeism or lateness
- Marring, defacing or other willful destruction of any supplies, equipment or property of the Airport Authority
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Theft
- Violation of the Airport Authority's Code of Ethics
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours.
- Sleeping on duty
- Loss or suspension of the employee's driver's license for employees who are required by their position to maintain a valid Florida driver's license.

- Revocation of the employee's US Customs Facility access badge for employees who are required by their position to access to the Customs Border Protection facility.
- Conduct that interferes with the regular operation of the Airport Authority, impedes the Airport Authority's ability to perform its duties efficiently, or impairs harmony among its employees.

Section 12.2 Disciplinary Actions and Procedures

Adds verbal counseling, PIP, and suspension as potential levels for progressive discipline.

A. Informal Verbal Counseling

Verbal counseling may prevent the need for further discipline by allowing the supervisor the opportunity to meet with the employee and discuss the situation/behavior that needs to be corrected. If the situation/behavior is not corrected, it may lead to formal disciplinary action, as described below.

B. Performance Improvement Plan (PIP)

If appropriate and justified, a performance improvement plan (PIP) may be utilized before or in conjunction with initiating formal disciplinary action and may accompany a performance evaluation, or other disciplinary or non-disciplinary employment actions.

In order to address concerns regarding employee work performance and/or behavior, a supervisor may create a written PIP which outlines the areas of performance that need improvement and the actions necessary in order for the employee to at least meet expectations. The PIP should set forth a timeframe for the supervisor and employee to meet on a regular basis to review progress toward the plan, and an end date at which time the supervisor and employee will meet to evaluate the employee's future. The PIP will be approved by the Executive Director or designee. The employee will sign to acknowledge receipt of the plan and be provided a copy.

However, the employee's signature does not indicate that the employee agrees with the disciplinary action. Employees will have the opportunity to make written comments in response to their PIP. All written comments will be attached the PIP and maintained as a permanent part of their personnel file. Failure to sign acknowledgment of receipt of PIP or any of the other disciplinary actions listed below can result in further disciplinary action, up to and including termination.

C. Written Reprimand

In situations where verbal counseling has not resulted in the expected improvement, or when more severe initial action is warranted, a written reprimand may be prepared by the supervisor and provided to the employee, with a copy to the Executive Director. The written reprimand should include a statement of facts identifying the circumstances and conduct that form the basis of the reprimand and shall identify specific corrective action required of the employee.

The employee shall sign to acknowledge receipt of the document and be provided a copy, which shall also be placed in the employee's personnel file. However, the employee's signature does not indicate that the employee agrees with the disciplinary action and employees will have the opportunity to make written comments in response to the disciplinary action. All written comments from the employee will be maintained as a permanent part of their personnel file.

The supervisor shall inform the employee of the right to appeal the disciplinary action and provide a copy of the grievance procedure. Employees who have had formal written warnings are not eligible for approval for job-related training benefits, performance-based incentives, or promotion during the warning period.

D. Suspension Without Pay

The Executive Director may temporarily relieve an employee from duty when, in his or her sole discretion, removal is necessary. The Executive Director shall issue a written suspension, identifying the circumstances and conduct that warranted the suspension, identifying the number of days of the suspension, and the start and end date of the suspension. Employee shall sign the written suspension. However, the employee's signature does not indicate that the employee agrees with the disciplinary action. Employees will have the opportunity to make written comments in response to the disciplinary action. All written comments from the employee will be maintained as a permanent part of their personnel file.

If further investigation clears the employee of any wrong doing, the employee shall receive back pay for any time lost. The Executive Director shall inform the employee of the right to appeal the disciplinary action and provide a copy of the grievance procedure.

Nonexempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the suspension without pay. In compliance with the Fair Labor Standards Act (FLSA), exempt employees may be suspended without pay only for violating safety rules of major significance.

E. Termination

An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the matter that resulted in less severe discipline. The Executive Director has the authority to terminate employees without prior notice or prior disciplinary action depending on the circumstances of each situation and the nature of the offense. The Executive Director shall inform the employee of the right to appeal the disciplinary action and provide a copy of the grievance procedure.

Section 12.3 Grievance procedures

An employee who has received a performance improvement plan, written reprimand, or suspension, may present a written grievance to the Deputy Director within five (5) working days from the date of the disciplinary action. If the initial disciplinary action was issued by the Deputy Director, the initial grievance shall be filed directly with the Executive Director. The grievance shall contain a clear and concise statement of why the conduct was not grounds for discipline or why the chosen discipline was inappropriate and may include attachments or exhibits supporting

the employee's statement. Within ten (10) working days of the date of the grievance, a written decision affirming, reversing, or modifying the disciplinary action shall be delivered to the employee.

If the employee is not satisfied with the written decision, the employee may present a written appeal before the Executive Director. The appeal must state with particularity why the conduct was not grounds for discipline, why the selected disciplinary action was inappropriate, and/or why the decision of the Deputy Director should be changed. The request must be made within five (5) working days following the date of the appealed decision.

The review of the appeal by the Executive Director shall be based solely upon the record and shall not include any new issue or evidence. The record includes the initial written disciplinary action and any attachments thereto, as well as the written grievance and the written decision of the Deputy Director, and attachments thereto. Within a reasonable period of time, not to exceed thirty (30) days following the date of the appeal, a written decision shall be mailed to the employee. The decision of the Executive Director is final.

An employee who has received a suspension or notice of termination may present a written request for reconsideration to the Executive Director within five (5) working days from the date of the disciplinary action. The request shall contain a clear and concise statement of why the disciplinary action is inappropriate. Within ten (10) working days of the date of the request, a written decision shall be mailed to the employee. The decision of the Executive Director is final.

Copies of all documents pertaining to disciplinary actions shall be maintained as a permanent part of the employee's personnel file.

SECTION 13: SEPARATION OF EMPLOYMENT

Section 13.1 Separation by Voluntary Resignation

An employee who wishes to resign in good standing should submit a written resignation at least two (2) weeks prior to the effective date of the resignation. Vacation days or personal days may not be included in the two-week notice period. The Executive Director may, in his or her sole discretion, waive the two (2) week notice period. Employees who voluntarily resign will receive payment for accrued vacation and sick leave in accordance with Section 7 of this Manual. In the event of separation, health benefits will terminate at the end of the month and retirement benefits will be prorated to the date of separation, unless otherwise provided by agreement.

Section 13.2 Termination for Misconduct

An employee who is terminated for misconduct may receive payment for accrued vacation and sick leave in accordance with Section 7 of this Manual. In the event of dismissal for misconduct, health benefits terminate at the end of the month and retirement benefits will be prorated to the date of separation, unless otherwise provided by agreement.

Section 13.3 Post-Resignation/Termination Procedures

The Executive Director is responsible for scheduling an exit interview with a terminated employee on the employee's last day of employment. At that time, the employee shall return all Airport Authority property including without limitation:

- Airport Authority ID badge and Customs access seal
- Cell phones
- Keys
- Airport Authority-issued credit cards
- Airport Authority manuals
- Tools
- Uniforms
- Any additional Airport Authority-owned or issued property

All property belonging to the Airport Authority must be returned before a final paycheck can be issued. The employee's final paycheck will reflect payment of wages due and payment of any accrued leave in accordance with Section 7, less any amounts due and owing to the Airport Authority.

RECEIPT & ACKNOWLEDGEMENT OF BOCA RATON AIRPORT AUTHORITY PERSONNEL POLICIES AND PROCEDURES MANUAL

I acknowledge that I have received a copy of Airport Authority's Personnel Policies and Procedures Manual. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Manual. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from the Executive Director. I understand that Airport Authority is an "at will" employer and as such employment with the Airport Authority is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Airport Authority (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Manual states the Airport Authority's policies and practices in effect on the date of publication. I understand that nothing contained in the Manual may be construed as creating a promise of future benefits or a binding contract with the Airport Authority for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Employee's Name: _____

Employee's Signature: _____ Date _____

You must return the signed original acknowledgement to your supervisor -- it will be placed in your personnel file.

APPENDIX A

Performance Review Forms

APPENDIX B

Drug and Alcohol Policy



Employee Name:	Hire Date:
Position:	Appraisal Period: to

ATTRIBUTES

QUALITY OF WORK

Quality of Work is defined as the level of accuracy and appearance of work products and the employee's efficiency in performing work and completing assignments free from errors. The ability to communicate timely, thorough, and accurate information to customers, vendors, tenants, supervisors, and others. Work products are in compliance with laws, regulations, and policies and in accordance with specific instructions given by the supervisor.

4: High Performer Consistently outstanding work quality with minimal supervision. Consistently accurate. Makes no mistakes or errors of any consequence. Demonstrates commitment to excellence at all times.	3: Valued Performer Quality exceeds standards and normal expectations. Requires little supervision, is exact and precise most of the time. Is always conscious of final product.	2: Contributor Quality is consistently within accepted standards. Errors and mistakes may occur occasionally, but they are not excessive and are corrected in a timely manner. A desire to produce quality work is demonstrated.	1: Needs Improvement Quality is consistently below accepted standards. Errors and mistakes are excessive. Final product often needs revision or correction. No commitment to quality of excellence is evident.
			Quality of Work Rating:

Supervisor's Comments:

PRODUCTIVITY

The level of work output and the use of efficient processes to accomplish work to expected standards. Work-related products may include number of documents prepared, reports produced, projects coordinated, customers served, products ordered, equipment maintained, efficiencies developed, efficiencies achieved, or other quantifiable and measurable work-related products/items. The level of innovation and entrepreneurship. The ability to break down barriers or remove obstacles, identify alternative solutions, and seek opportunities to address organizational issues and meet goals.

<p>4: High Performer</p> <p>Consistently produces large volumes of work without sacrificing efficiency or economy. Consistently utilizes strategies and resources to significantly enhance efficiency. Deadlines are always met or exceeded without sacrificing quality. Is self-disciplined. Works tenaciously to meet or exceed goals. Challenges stagnation and leads through experience.</p>	<p>3: Valued Performer</p> <p>Produces large volumes of work without sacrificing efficiency or economy. Generally, utilizes strategies and resources to enhance efficiency. Is open to innovative products, processes, and services. Regularly meets deadlines without sacrificing quality.</p>	<p>2: Contributor</p> <p>Produces required amount of work. Sometimes utilizes strategies and resources to enhance efficiency. Usually meets deadlines without sacrificing quality.</p>	<p>1: Needs Improvement</p> <p>Does not always meet work goals. Rarely utilizes strategies and resources to enhance efficiency. Has difficulty meeting deadlines. Immediate improvement is needed.</p>
<p>Supervisor's Comments:</p>			<p>Productivity Rating:</p>

INITIATIVE

The ability to proactively complete tasks and demonstrate problem solving skills. The ability to evaluate and determine the best course of action to improve processes. Openness to changing work requirements and ability to accept new challenges. The skill to make decisions that generate timely and meaningful outcomes or alternative solutions. Willingness to work at a level beyond the minimum expectations of the position. The willingness to participate in professional development activities.

<p>4: High Performer</p> <p>Demonstrates outstanding independence and follow-through on job assignments. Is confident and decisive. Aggressively anticipates and resolves problems and actively improves processes, products, and/or services. Continually looks for situations that could be improved. Vigorously pursues established goals and objectives within the level of authority. Offers innovative ideas, processes, and approaches.</p>	<p>3: Valued Performer</p> <p>Demonstrates strong independence and follow-through on job assignments. Identifies and gains understanding of issues by comparing data from different sources. Addresses and resolves problems, and effectively improves processes, products and services. Actively pursues established goals and objectives within level of authority.</p>	<p>2: Contributor</p> <p>Generally carries out assigned job duties independently. Works to solve problems and improve processes, products and services. Recognizes and performs within assigned level of authority.</p>	<p>1: Needs Improvement</p> <p>Often fails to follow through on assigned job duties and does not go beyond assigned tasks. Unable to work without considerable direction from supervisor and dependence on area staff. Does not recognize and solve problems. Fails to contribute to improving operations, processes or products. May violate assigned level of authority.</p>
<p>Supervisor's Comments:</p>			
<p>Initiative Rating:</p>			

COMMUNICATION

The ability to effectively communicate verbally and in writing to coworkers and the public. The ability to promote positive and productive work relationships through respectful and collaborative interpersonal communication. The ability to remain open to the thoughts and opinions of others through mutual respect. The level of collaboration with others to work toward solutions.

<p>4: High Performer</p> <p>Communications skills are superior. Listening and interpersonal communication skills strengthen others. Seeks out and creates opportunities to work with others to generate value. Consistently remains open to ideas offered by others and promotes inclusion. Clearly, accurately, and succinctly conveys information and ideas. Effectively uses all available communication technology. Written documents are clear, concise and well-constructed.</p>	<p>3: Valued Performer</p> <p>Communication skills are very good. Listening and interpersonal skills are above average. Is respectful of others' opinions. Remains open to ideas offered by others. Engages in discussions and is a key contributor to situational outcomes. Effectively uses most available communication technology. Written documents are usually clear and concise.</p>	<p>2: Contributor</p> <p>Communication and listening skills are good. Effectively uses some available technology. Written documents convey information appropriately.</p>	<p>1: Needs Improvement</p> <p>Communication skills are inadequate. Rarely understands the scope of work. Does not know when it is appropriate to ask for guidance and/or assistance. Immediate improvement is necessary in one or more key areas (listening, speaking, writing, using communication technology).</p>
<p>Communication Rating:</p>			

Supervisor's Comments:

ACCOUNTABILITY

The degree to which one is answerable and responsible for one’s actions and performance either individually or on a team. The extent to which one owns results, learns from mistakes, and operates with integrity. The ability to prioritize work, monitor time-lines, work within budget and make appropriate decisions in the interest of the Authority and the airport. The ability to work independently with minimal supervision, make decisions, and move forward with conviction.

<p>4: High Performer</p> <p>Is always accountable for the performance and actions of self or team. Completely understands job requirements and works in accordance with expectations. Assumes full responsibility for duties, assignments and timelines. Motivates and inspires others to excel. Assists others in being successful and ensures that actions taken are in the Authority’s best interest. Understands the Authority’s priorities and aligns individual contribution to meet the objectives that are in the best interest of the airport. Stays true to core values, standards, and beliefs even when under pressure.</p>	<p>3: Valued Performer</p> <p>Is frequently conscientious about being answerable for the actions of self or team. Can be counted on to meet responsibilities and timelines. Understands the Authority’s priorities and works to contribute to the achievement of principle objectives. Has a positive attitude and looks for positive qualities in challenging situations.</p>	<p>2: Contributor</p> <p>Is generally accountable for the actions of self or team. Usually assumes responsibility for assignments and timelines. Asks questions when in doubt and vets concerns through proper channels.</p>	<p>1: Needs Improvement</p> <p>Does not demonstrate follow through or meet deadlines. Frequently makes excuses or does not accept responsibility for one’s own actions.</p>
<p>Supervisor’s Comments:</p>			
<p>Accountability Rating:</p>			

GOALS FOR THE CURRENT YEAR

The degree to which one achieved each defined goal.

4: High Performer Employee achieved the goal and went beyond the defined scope to add value. Work product exceeded expectations and demonstrated exceptional creativity, innovation and effectiveness. Employee properly prioritized the activities and the inclusion of others and inspired others through the achievement of goal. Employee continued to support the organization's principle objectives.	3: Valued Performer Employee achieved the aspects of the goal by considering alternatives and included others appropriately. Work product was meaningful and demonstrated good creativity, innovation and effectiveness. Employee continued to support the organization's principle objectives.	2: Contributor Employee achieved the goal. Work product met the necessary aspects of the goal but did not demonstrate significant creativity or innovation and total effectiveness was not recognized.	1: Needs Improvement Employee did not complete goal. Work product was unacceptable and lacked creativity, innovation and effectiveness.
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Current Year Goal(s)	Goal Rating

GOALS FOR NEXT YEAR

Supervisor's Comments:

OVERALL ACHIEVEMENT RATING

<p>4: High Performer</p> <p>Employee has excelled in all areas. Consistently models a positive attitude toward work and others. Will share knowledge and information readily with others and supports them in the achievement of their goals. Anticipates organizational needs and proactively provides workable solutions and takes action to improve processes, products, and/or services. Seeks out and creates opportunities to work with others to generate value. Consistently remains open to ideas offered by others and promotes inclusion. Is always respectful of others. Understands the Authority's priorities and aligns individual contribution to meet the objectives that are in the best interest of the airport. Stays true to core values, standards, and beliefs even under pressure.</p>	<p>3: Valued Performer</p> <p>Employee exceeds standards in all areas. Models a positive attitude toward work and others and shares knowledge and information. Anticipates organizational needs and provides workable solutions. Considers input from others and is respectful at all times. Identifies and pursues opportunities to improve processes, products and/or services. Understands the Authority's priorities and works to contribute to the achievement of principle objectives. Stays true to core values and good business practices.</p>	<p>2: Contributor</p> <p>Employee meets standards in all areas but rarely exceeds expectations. Employee displays interest in the organization and others. Anticipates needs of the organization or others but hesitates to provide workable solutions.</p>	<p>1: Needs Improvement</p> <p>Employee has failed to meet acceptable levels of performance in key areas and displays an inconsistent attitude toward work and others. Employee is unable to anticipate organizational needs or offer solutions.</p>
<p>Overall Achievement Rating :</p>			

PLEASE BE AWARE THAT YOU HAVE THE OPPORTUNITY TO MAKE COMMENTS ON THE CONTENT OF THIS EVALUATION. YOUR WRITTEN COMMENTS WILL BE ATTACHED TO THIS EVALUATION FORM AND MAINTAINED AS A PERMANENT PART OF YOUR PERSONNEL FILE.

<p>Employee Signature</p>	<p>Date</p>
<p>Supervisor Signature</p>	<p>Date</p>
<p>Executive Director Signature</p>	<p>Date</p>

ANNUAL PERFORMANCE APPRAISAL

Supervisor



Employee Name:	Hire Date:
Position:	Appraisal Period: to

ATTRIBUTES

QUALITY OF WORK

Quality of Work is defined as the level of accuracy and appearance of work products and the employee's efficiency in performing work and completing assignments free from errors. The ability to communicate timely, thorough, and accurate information to customers, vendors, tenants, supervisors, and others. Work products are in compliance with laws, regulations, and policies and in accordance with specific instructions given by the supervisor.

4: High Performer

Consistently outstanding work quality with minimal supervision. Consistently accurate. Makes no mistakes or errors of any consequence. Demonstrates commitment to excellence at all times.

3: Valued Performer

Quality exceeds standards and normal expectations. Requires little supervision, is exact and precise most of the time. Is always conscious of final product.

2: Contributor

Quality is consistently within accepted standards. Errors and mistakes may occur occasionally, but they are not excessive and are corrected in a timely manner. A desire to produce quality work is demonstrated.

1: Needs Improvement

Quality is consistently below accepted standards. Errors and mistakes are excessive. Final product often needs revision or correction. No commitment to quality of excellence is evident.

Quality of
Work Rating:

Supervisor's Comments:

PRODUCTIVITY

The level of work output and the use of efficient processes to accomplish work to expected standards. Work-related products may include number of documents prepared, reports produced, projects coordinated, customers served, products ordered, equipment maintained, efficiencies developed, efficiencies achieved, or other quantifiable and measurable work-related products/items. The level of innovation and entrepreneurship. The ability to break down barriers or remove obstacles, identify alternative solutions, and seek opportunities to address organizational issues and meet goals.

<p>4: High Performer</p> <p>Consistently produces large volumes of work without sacrificing efficiency or economy. Consistently utilizes strategies and resources to significantly enhance efficiency. Deadlines are always met or exceeded without sacrificing quality. Is self-disciplined. Works tenaciously to meet or exceed goals. Challenges stagnation and leads through experience.</p>	<p>3: Valued Performer</p> <p>Produces large volumes of work without sacrificing efficiency or economy. Generally, utilizes strategies and resources to enhance efficiency. Is open to innovative products, processes, and services. Regularly meets deadlines without sacrificing quality.</p>	<p>2: Contributor</p> <p>Produces required amount of work. Sometimes utilizes strategies and resources to enhance efficiency. Usually meets deadlines without sacrificing quality.</p>	<p>1: Needs Improvement</p> <p>Does not always meet work goals. Rarely utilizes strategies and resources to enhance efficiency. Has difficulty meeting deadlines. Immediate improvement is needed.</p>
<p>Supervisor's Comments:</p>			<p>Productivity Rating:</p>

INITIATIVE

The ability to proactively complete tasks and demonstrate problem solving skills. The ability to evaluate and determine the best course of action to improve processes. Openness to changing work requirements and ability to accept new challenges. The skill to make decisions that generate timely and meaningful outcomes or alternative solutions. Willingness to work at a level beyond the minimum expectations of the position. The willingness to participate in professional development activities.

<p>4: High Performer</p> <p>Demonstrates outstanding independence and follow-through on job assignments. Is confident and decisive. Aggressively anticipates and resolves problems and actively improves processes, products, and/or services. Continually looks for situations that could be improved. Vigorously pursues established goals and objectives within the level of authority. Offers innovative ideas, processes, and approaches.</p>	<p>3: Valued Performer</p> <p>Demonstrates strong independence and follow-through on job assignments. Identifies and gains understanding of issues by comparing data from different sources. Addresses and resolves problems, and effectively improves processes, products and services. Actively pursues established goals and objectives within level of authority.</p>	<p>2: Contributor</p> <p>Generally carries out assigned job duties independently. Works to solve problems and improve processes, products and services. Recognizes and performs within assigned level of authority.</p>	<p>1: Needs Improvement</p> <p>Often fails to follow through on assigned job duties and does not go beyond assigned tasks. Unable to work without considerable direction from supervisor and dependence on area staff. Does not recognize and solve problems. Fails to contribute to improving operations, processes or products. May violate assigned level of authority.</p>
<p>Supervisor's Comments:</p>			
<p>Initiative Rating:</p>			

COMMUNICATION

The ability to effectively communicate verbally and in writing to coworkers and the public. The ability to promote positive and productive work relationships through respectful and collaborative interpersonal communication. The ability to remain open to the thoughts and opinions of others through mutual respect. The level of collaboration with others to work toward solutions.

<p>4: High Performer</p> <p>Communications skills are superior. Listening and interpersonal communication skills strengthen others. Seeks out and creates opportunities to work with others to generate value. Consistently remains open to ideas offered by others and promotes inclusion. Clearly, accurately, and succinctly conveys information and ideas. Effectively uses all available communication technology. Written documents are clear, concise and well-constructed.</p>	<p>3: Valued Performer</p> <p>Communication skills are very good. Listening and interpersonal skills are above average. Is respectful of others' opinions. Remains open to ideas offered by others. Engages in discussions and is a key contributor to situational outcomes. Effectively uses most available communication technology. Written documents are usually clear and concise.</p>	<p>2: Contributor</p> <p>Communication and listening skills are good. Effectively uses some available technology. Written documents convey information appropriately.</p>	<p>1: Needs Improvement</p> <p>Communication skills are inadequate. Rarely understands the scope of work. Does not know when it is appropriate to ask for guidance and/or assistance. Immediate improvement is necessary in one or more key areas (listening, speaking, writing, using communication technology).</p>
<p>Communication Rating:</p>			

Supervisor's Comments:

ACCOUNTABILITY

The degree to which one is answerable and responsible for one’s actions and performance either individually or on a team. The extent to which one owns results, learns from mistakes, and operates with integrity. The ability to prioritize work, monitor time-lines, work within budget and make appropriate decisions in the interest of the Authority and the airport. The ability to work independently with minimal supervision, make decisions, and move forward with conviction.

<p>4: High Performer</p> <p>Is always accountable for the performance and actions of self or team. Completely understands job requirements and works in accordance with expectations. Assumes full responsibility for duties, assignments and timelines. Motivates and inspires others to excel. Assists others in being successful and ensures that actions taken are in the Authority’s best interest. Understands the Authority’s priorities and aligns individual contribution to meet the objectives that are in the best interest of the airport. Stays true to core values, standards, and beliefs even when under pressure.</p>	<p>3: Valued Performer</p> <p>Is frequently conscientious about being answerable for the actions of self or team. Can be counted on to meet responsibilities and timelines. Understands the Authority’s priorities and works to contribute to the achievement of principle objectives. Has a positive attitude and looks for positive qualities in challenging situations.</p>	<p>2: Contributor</p> <p>Is generally accountable for the actions of self or team. Usually assumes responsibility for assignments and timelines. Asks questions when in doubt and vets concerns through proper channels.</p>	<p>1: Needs Improvement</p> <p>Does not demonstrate follow through or meet deadlines. Frequently makes excuses or does not accept responsibility for one’s own actions.</p>
<p>Supervisor’s Comments:</p>			
<p>Accountability Rating:</p>			

LEADERSHIP

The ability to implement the vision and mission of the organization by communicating goals/objectives and strategically influencing the achievement of those goals/objectives. Demonstrates follow-through, good judgment, decision-making, effective communication, trustworthiness, flexibility, sense of urgency and willingness to address performance issues in a timely manner. The ability to infuse positive energy and inspire others to excel. Ability to instill confidence in individuals faced with significant challenges. The ability to represent the Authority and the Airport to the public in accordance with established protocol and expectations.

4: High Performer	3: Valued Performer	2: Contributor	1: Needs Improvement
Is seen as an exemplary role model, contributor and leader. Holds self and others accountable to high standards. Inspires employees to high levels of performance. Values and promotes diversity of thought. Offers innovative ideas and supports others' unconventional approaches to enhance effectiveness and productivity. Is passionate and spreads enthusiasm to motivate and inspire others. Makes coaching and developing of employees a priority. Professionally represents the organization to the public and always provides accurate information.	Is seen as an excellent role model, contributor and leader. Shares and promotes organizational values and goals through effective leadership. Encourages and mentors as needed. Directs attention to learning opportunities.	Focus and direction is good and usually consistent with desired results. Leadership skills are adequate but further development may be needed. Generally shows organizational values and demonstrates a positive attitude towards strategic objectives.	Ability to guide others is limited due to lack of effort, desire, vision or positive attitude. Leadership skills are inconsistent with the company values. May provide inaccurate information due to lack of knowledge.
Leadership Rating:			

Supervisor's Comments:

GOALS FOR THE CURRENT YEAR

The degree to which one achieved each defined goal.

4: High Performer Employee achieved the goal and went beyond the defined scope to add value. Work product exceeded expectations and demonstrated exceptional creativity, innovation and effectiveness. Employee properly prioritized the activities and the inclusion of others and inspired others through the achievement of goal. Employee continued to support the organization's principle objectives.	3: Valued Performer Employee achieved the aspects of the goal by considering alternatives and included others appropriately. Work product was meaningful and demonstrated good creativity, innovation and effectiveness. Employee continued to support the organization's principle objectives.	2: Contributor Employee achieved the goal. Work product met the necessary aspects of the goal but did not demonstrate significant creativity or innovation and total effectiveness was not recognized.	1: Needs Improvement Employee did not complete goal. Work product was unacceptable and lacked creativity, innovation and effectiveness.
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Current Year Goal(s)	Goal Rating

GOALS FOR NEXT YEAR

Supervisor's Comments:

OVERALL ACHIEVEMENT RATING

<p>4: High Performer</p> <p>Employee has excelled in all areas. Consistently models a positive attitude toward work and others. Will share knowledge and information readily with others and supports them in the achievement of their goals. Anticipates organizational needs and proactively provides workable solutions and takes action to improve processes, products, and/or services. Seeks out and creates opportunities to work with others to generate value. Consistently remains open to ideas offered by others and promotes inclusion. Is always respectful of others. Understands the Authority's priorities and aligns individual contribution to meet the objectives that are in the best interest of the airport. Stays true to core values, standards, and beliefs even under pressure.</p>	<p>3: Valued Performer</p> <p>Employee exceeds standards in all areas. Models a positive attitude toward work and others and shares knowledge and information. Anticipates organizational needs and provides workable solutions. Considers input from others and is respectful at all times. Identifies and pursues opportunities to improve processes, products and/or services. Understands the Authority's priorities and works to contribute to the achievement of principle objectives. Stays true to core values and good business practices.</p>	<p>2: Contributor</p> <p>Employee meets standards in all areas but rarely exceeds expectations. Employee displays interest in the organization and others. Anticipates needs of the organization or others but hesitates to provide workable solutions.</p>	<p>1: Needs Improvement</p> <p>Employee has failed to meet acceptable levels of performance in key areas and displays an inconsistent attitude toward work and others. Employee is unable to anticipate organizational needs or offer solutions.</p>
<p>Overall Achievement Rating :</p>			

PLEASE BE AWARE THAT YOU HAVE THE OPPORTUNITY TO MAKE COMMENTS ON THE CONTENT OF THIS EVALUATION. YOUR WRITTEN COMMENTS WILL BE ATTACHED TO THIS EVALUATION FORM AND MAINTAINED AS A PERMANENT PART OF YOUR PERSONNEL FILE.

<p>Employee Signature</p>	<p>Date</p>
<p>Supervisor Signature</p>	<p>Date</p>
<p>Executive Director Signature</p>	<p>Date</p>

BOCA RATON AIRPORT AUTHORITY DRUG-FREE WORKPLACE POLICY AND PROCEDURES

Article I: Introduction

The Boca Raton Airport Authority (Authority) has a vital interest in maintaining a safe, healthy, and efficient working environment. An employee under the influence of a drug or alcohol on the job or the use, sale, purchase, transfer, or possession of an illegal drug or alcohol in the workplace poses unacceptable risks for safe, healthy, and efficient operations to other employees, tenants, users, and the public. The Authority is obligated to the public and its employees to provide services that are free of the influence of illegal drugs and alcohol and will endeavor to provide drug- and alcohol-free services. The Authority complies with federal and state rules, regulations and laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

The Airport Authority's health insurance includes an Employee Assistance Program for those who wish to voluntarily seek treatment for a drug or alcohol program. The Authority shall provide a drug awareness program in the form of employee training. Additional information on drug and alcohol assistance programs can be found through the Substance Abuse Mental Health Program operated by the Florida Department of Children and Families by visiting MyFLFamilies.com.

Article II : Definitions

- a. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b. "Alcohol concentration" The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
- c. "Alcohol screening device (ASD)." A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
- d. "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- e. "Confirmation test", "confirmed test", or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- f. "Drug" means amphetamine; marijuana; cocaine; opiates, and phencyclidine (PCP). The Authority may test an individual for any or all of such drugs.
- g. "Drug rehabilitation program" means a service provider, established pursuant to Florida

Statute 397.311 (43), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

- h. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration for the purpose of determining the presence or absence of a drug or its metabolites.
- i. "Employee" means any person who works for salary, wages, or other remuneration for the Authority.
- j. "Employee Assistance Program" (EAP) means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to Florida Statute 397.311(43).
- k. "Employer" means the Authority.
- l. "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- m. "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- n. "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the Authority's Drug-Free Workplace drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A report of drug use provided by a reliable and credible source.
 - 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 - 5. Information that an employee has caused or contributed to an accident while at work.
 - 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

- o. "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Article III – Statement of Drug Free Work Place Policy

In order to achieve these desired standards, the Authority prohibits possession of alcohol and/or illegal drugs in Authority vehicles, illegal drugs from being brought on the airport premises, the use of alcohol and/or illegal drugs during the workday, the unlawful manufacture, distribution, dispensation or use of alcohol or controlled substances not prescribed for use by a licensed physician in the workplace, and further prohibits Authority employees from working while impaired or under the influence of legal or illegal drugs, alcohol, and other substances.

Section One. As a condition of employment, all employees are required to abide by the terms of this procedure and to notify Authority management of any criminal drug statute violation or any conviction for a violation occurring in the workplace no later than five days after such conviction.

Section Two. To maintain a safe and healthy work environment and to ensure compliance with state and federal laws, the Authority authorizes, at its expense, drug testing under the circumstances and conditions defined within this procedure.

Section Three. Employees found to be under the influence of alcohol or controlled substances or refusing to be tested when an accident or injury occurs may forfeit their eligibility for medical and indemnity benefits through the Authority's Workers' Compensation benefits and may be subject to disciplinary action up to and including termination.

Section Four. Employees who violate any of the alcohol or controlled substance use prohibitions shall be removed immediately from performing the duties of their positions.

Section Five. When the use of alcohol or controlled substances by an employee is confirmed through an authorized test, disciplinary action shall be in accordance with Authority Personnel Procedures. Under no circumstance will the employee be allowed to return to a position and/or task until a return to work test has been conducted and test results obtained.

Article IV - Alcohol and Drug Use Prohibitions.

The sale and/or distribution of drug(s), as defined in Article II, Section f of the Definitions, on Authority premises by an employee shall result in immediate termination or suspension without pay pending an investigation and may be reported to the appropriate law enforcement agency. Employees who are convicted or sentenced for on or off-the-job illegal drug activity will be considered in violation of this policy and subject to disciplinary action up to and including termination of employment. The term "sentenced" shall include, but not be limited to,

sentencing as a result of no contest pleas. Employees must report any conviction under a criminal drug statute for violation occurring on or off duty. Such a report must be made within five (5) days after the employee receives notice of the conviction.

Article V – Alcohol and Drug Testing.

Section 1. Mandatory Testing. The conditions and circumstances for conducting drug testing are defined below. Refusal to submit to an alcohol or drug test/analysis when required by the Authority in accordance with these procedures or refusal to sign a testing consent form, may constitute insubordination, be grounds for disciplinary action up to and including dismissal. Any of the following behavior may be considered refusal to the test:

- a. Inability to produce sufficient quantities of urine (within a reasonable time) without a valid medical explanation by a medical doctor.
- b. Tampering with or attempting to adulterate the specimen.
- c. Interfering with the collection procedure.
- d. Not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; or having a test result reported by an MRO as adulterated or substituted. An employee must report to the testing site immediately upon notification. Immediately is defined as within ninety (90) minutes, unless otherwise authorized by the employee's department director.

Section 4. Post-Accident Testing. Post-accident testing may be considered a form of reasonable suspicion testing. Post-accident testing shall be conducted on any employee who has caused or contributed to an accident while at work. Employees who are subject to post-accident testing will remain readily available for the test or may be deemed to have refused the tests. Employees are not prohibited from leaving the scene of the accident for the periods of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Section 5. Reasonable Suspicion Testing. All employees are subject to reasonable suspicion testing. Supervisors are responsible for monitoring employees for alcohol and drug use and contacting their department director or another director or manager when there is reasonable suspicion that an employee is under the influence of alcohol or drugs. Reasonable suspicion may include but is not limited to: observable behavior such as drowsiness or sleepiness, slurred or incoherent speech, unusually aggressive behavior, mood swings, lack of coordination, multiple workplace accidents or outside information indicating that the individual may be under the influence or involved with use and/or distribution of alcohol or drugs.

- a. Supervisors who have reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty must prevent the employee from further engaging in work and should take reasonable steps to prevent the employee from leaving the workplace, as practicable. Appropriate law enforcement personnel should be notified if the employee is suspected of being impaired and has left the workplace while operating a motorized vehicle.
- b. Supervisors are encouraged to seek a second member of management to confirm initial suspicion.
- c. The Supervisor must document the facts upon which he/she concluded that reasonable

suspicion existed to initiate drug testing, including but not limited to, the completion of the Unusual Behavior Observation Form and the completion of signed statements by other credible witnesses, as applicable. Such documentation shall be completed and given to the Department Director and/or Executive Director no later than 48 hours after the events that triggered the Supervisor's determination and must be kept confidential and exempt from disclosure under the Public Records Law, Florida Statutes 119.07; however, this documentation will be provided to the employee, upon request.

- d. The Supervisor must notify the employee in writing of the need for testing. A member of management should be present whenever possible.
- e. If the drug testing company is not able to provide testing on site, the supervisor must coordinate or arrange for transportation of the employee directly to the designated testing facility.
- f. The supervisor is responsible to ensure the employee completes the Authority's Reasonable Suspicion form prior to testing.
- g. Alcohol testing shall be conducted by use of an alcohol screening device to detect alcohol concentrations in breath or saliva. Any alcohol concentration greater than 0.04 is considered a positive test result for alcohol.

Section 6. Post-Testing Procedures.

- a. Upon completion of the drug testing, supervisors must coordinate or arrange for transportation directly to the employee's residence. However, employees may transport themselves in the event of routine post-accident testing when the employee does not exhibit signs of impairment at the time the test is completed or in cases of random testing.
- b. Where testing has occurred as a result of an accident or a finding of reasonable suspicion, the employee will be placed on paid administrative leave pending receipt of the test results.
- c. The Executive Director shall contact the employee's department director when the results are received, and the employee is cleared to return to work. The Director must then notify the employee to return to work within a reasonable period of time or arrange to use accrued vacation or personal leave for the remainder of that working day.
- d. Follow Up Testing: If the employee in the course of employment enters an employee assistance program or an alcohol and drug rehabilitation program for drug-related problems as the result of a positive drug screen conducted on the basis of reasonable suspicion, the Authority will require the employee to submit to a drug test as a follow-up to such program, on an annual basis for up to two years after the completion of the program. If the employee voluntarily enters a program, the Authority may require the employee to submit to a drug test as follow-up to such program, in the same manner.

Section 7. Testing Laboratory. The laboratory used to analyze initial and confirmation testing will be licensed by the Agency for Health Care Administration to perform such tests.

Section 8. Medical Review Officer. The Authority may contract with or otherwise designate or employ a Medical Review Officer (MRO), who is responsible for interpreting and evaluating an employee's test result.

- a. If the initial test is positive, the MRO will contact the employee or applicant directly by

telephone to discuss the possible use of prescription or non-prescription medications. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO within five working days after receiving the written notification of the test result. If the employee's or applicant's explanation or challenge is unsatisfactory in the professional judgment of the MRO or where the employee or applicant fails to speak to the MRO, does not return MRO messages, or if the MRO is unsuccessful in contacting the employee or applicant at the number provided, the MRO shall report a positive test result back to the Authority.

- a. If the MRO informs the Authority that a drug test sample was diluted or contaminated, the Authority will treat the test as a verified positive test. The Authority will not direct the employee to take another test based on the fact that the specimen was diluted or contaminated, where there is objective evidence that the employee was responsible for the dilution or contamination.

Section 9. Positive Results. Upon determination of a positive test for alcohol and/or a controlled substance, regardless of the levels:

- a. The employee must be removed from any and all work tasks for a minimum of 24 hours. The employee may not perform any safety-sensitive functions until the employee has been administratively returned to work in his/her full capacity, including but not limited to:
 1. Driving any vehicle, or equipment when he/she could potentially injure him/herself or others.
 2. Operating any dangerous equipment such as chain saws, riding mowers, etc.
 3. Performing any flagging or other work zone activities where he/she could create a greater hazard to him/herself, other employees, the public and/or cause property damage.
 4. Conducting any operations such as lockout/tagout.
- b. An employee who is determined to have tested positive for alcohol and/or a controlled substance will be referred to the Employee Assistance Program (EAP) for evaluation and treatment and/or referral to an alcohol or drug rehabilitation program. Said treatment program and follow-up testing will be at the employee's own expense.
- c. The Authority shall not terminate an employee on the basis of his/her first confirmed positive test unless:
 1. The employee has either refused to participate in the EAP and/or an alcohol or drug rehabilitation program or has failed to successfully complete such program(s), as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program; or
 2. The employee has failed or refused to sign a written consent form allowing the Authority to obtain information regarding the progress and successful completion of the Employee Assistance program and/or alcohol and drug rehabilitation program.
 3. Employees who receive positive test results and choose not to resign or receive

assistance will be terminated.

- d. Any employee electing to participate in the EAP and alcohol or drug rehabilitation program, shall be subject to follow-up testing until it can be ascertained they have successfully completed the rehabilitation process. Follow-up testing shall be under the supervision of the EAP. Upon successful completion of the EAP or an alcohol and drug rehabilitation program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation unless the employee was on a leave of absence without pay, in which case return to a position cannot be guaranteed. The Authority's policies regarding a "leave of absence" apply to employees who have been placed on an administrative leave of absence without pay due to a positive test result.
- f. Within five working days after receiving notice of a positive confirmed test result, the employee may submit information to the Authority explaining or contesting the test results and explaining why the result does not constitute a violation of this procedure. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the Authority and, if so, why the employee's explanation is unsatisfactory, along with the report of the confirmed positive results. All such documentation will be kept confidential by the Authority and retained for at least one year, or as otherwise provided by the Florida Public Records law, whichever is longer.

Section 10. Harassment/Retaliation/Discrimination and Obligation to Report. The Authority will not tolerate harassment, retaliation or discrimination against any employee who, in good faith and based upon reasonable suspicion, reports or investigates an alleged violation of this procedure. The Authority shall take appropriate disciplinary action up to and including termination of employment against employees for any harassment, retaliation or discrimination actions or activities related to the reporting of violation of this procedure.

Additionally, any employee who has knowledge of or reasonably suspects an employee's illegal drug or alcohol use in violation of this procedure has the obligation to report such activity immediately to his or her supervisor, department director or the Executive Director. Employees who fail to report such activity or who are not forthright during an investigation regarding an employee's alleged drug or alcohol use in violation of this procedure are subject to disciplinary action up to and including termination of employment.

Section 11. Confidentiality – Records. Employee drug and alcohol testing records are confidential. Test results and other confidential information may be released only to the Authority and the EAP professional. Any other release of this information is only with the employee's consent. If an employee initiates a grievance, hearing, lawsuit, unemployment compensation claim, or other action as a result of this procedure, then the Authority may release relevant information to the decision maker and in accordance with Chapter 440, Florida Statutes.

Section 12. Confidentiality - Reporting of Medication Use. Employees must realize that certain medications may alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy.

Employees who want more technical information about medications may consult the testing site. To avoid the potential problems created by a false test result, procedures have been implemented

to permit employees to confidentially report the use of medications. Employees may report the use of medications on the back of the copy of the chain of custody form after the specimen is collected. Medications known to alter or affect a drug test are listed below:

AMPHETAMINES: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ioamine, Fastine

MARIJUANA: Marinol (Dronabinal, THC)

COCAINE: Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: Not legal by prescription; PCP, Angel Dust

OPIATES: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidine, et

ALCOHOL: Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)



Memo

To: Melvin Pollack, Chair and Board Members

From: Clara Bennett, Executive Director

Date: December 18, 2019

RE: **Procurement Code Revisions**

AGENDA ITEM – IX – E

Airport Management and Airport Legal Counsel recommend certain revisions to the BRAA Procurement Code. Revisions include those required by state and federal grant requirements, guidance from Office of Management and Budget (OMB) circulars and clarifications to existing processes and procedures.

Airport Management and Legal Counsel recommend approval of Resolution 12-27-19 authorizing revisions to the BRAA Procurement Code.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 12-27-19

A Resolution of the Boca Raton Airport Authority amending the Boca Raton Airport Authority Procurement Code

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

WHEREAS, on May 16, 2007, the Authority adopted Resolution Number 05-09-07, which enacted the Boca Raton Airport Authority Procurement Code (the "Procurement Code");

WHEREAS, on June 20, 2007, pursuant to Resolution No. 06-11-07, on November 15, 2007, pursuant to Resolution No. 11-26-07, on May 20, 2009, pursuant to Resolution No. 05-15-09, on May 19, 2010, pursuant to Resolution No. 05-15-10, on November 17, 2010, pursuant to Resolution No. 11-60-10, on June 15, 2011, pursuant to Resolution No. 06-30-11, on July 20, 2011, pursuant to Resolution No. 07-41-11, on October 16, 2013, pursuant to Resolution No. 10-52-13, on April 16, 2014, pursuant to Resolution No. 04-18-14, on May 20, 2015, pursuant to Resolution No. 05-24-15, on July 13, 2016, pursuant to Resolution No. 07-19-16, pursuant to Resolution No. 09-25-18 the Authority amended the Procurement Code; and

WHEREAS, Airport Management and Legal Counsel recommend revisions to the Procurement Code to incorporate changes to Office of Management and Budget Uniform Guidance, state and federal grant requirements and current best practices.

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

1. The foregoing recitals are hereby incorporated into this Resolution as the legislative intent of the Authority.
2. The Authority hereby amends the Procurement Code as provided in Exhibit "A" to this Resolution.
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 No. 12-27-19.
4. The Chair or Vice-Chair of the Authority is hereby authorized to execute this Resolution No. 12-27-19.

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

ATTEST:

BOCA RATON AIRPORT AUTHORITY

James Nau
Secretary & Treasurer

Melvin Pollack
Chair



PROCUREMENT CODE

Originally Adopted

May 16, 2007, Resolution No. 05-09-07

Amendments

June 20, 2007, Resolution No. 06-11-07

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May 20, 2009, Resolution No. 05-15-09

May 19, 2010, Resolution No. 05-15-10

November 17, 2010, Resolution No. 11-60-10

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July 20, 2011, Resolution No. 07-41-11

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

April 16, 2014, Resolution No. 04-18-14

May 20, 2015, Resolution No. 05-24-15

July 13, 2016, Resolution No. 07-19-16

**September 26, 2018, Resolution No. ~~XX-XX-~~
09-25-18**

December 18, 2019, Resolution No. 12-27-19

Section 1. Definitions.

As used in this part, the term:

- 1) "Alternative solicitation methods" includes all solicitation methods other than an Invitation to Bid and Request for Proposal.
- 2) "Appointed QEC Member" means a person with specific experience or education related to the commodity or contract service being sought by competitive solicitation who is appointed to be a member of a QEC by the Executive Director. An Appointed QEC Member may be (a) an Authority employee; (b) a volunteer that is an employee of an airport that is a member of the Florida Airports Council; or (c) a volunteer that is an employee of a State of Florida agency, political subdivision, municipality, or special district. If the Authority is procuring Design Professional Services, the Executive Director may retain a Design Professional in the same field as the Design Professional Services being sought by the Authority to be an Appointed QEC Member. Except for Authority employees, Appointed QEC Members serving on a QEC will be reimbursed by the Authority for expenses incurred as a result of serving on the QEC. When the Authority is procuring an auditor, the QEC Members shall be appointed as provided in Section 218.391, Florida Statutes, as may be amended from time to time.
- 3) "Auditor" is defined as provided in Section 218.31(15), Florida Statutes, as it may be amended from time to time.
- 4) "Authority" means the Boca Raton Airport Authority.
- 5) "Best price" means the best overall price for the Authority based on objective factors that include, but are not limited to, price, quality, design, and vendor's history of performance with the Authority, notwithstanding whether the vendor is considered "Responsible".
- 6) "Best value" means the highest overall value to the Authority based on objective and subjective factors that include, but are not limited to, price, quality, design, workmanship, vendor's history of performance with the Authority, notwithstanding whether the vendor is considered "Responsible", as well as aesthetics and image, coherence with the surrounding community, originality, and functionality.
- 7) "Board" means the Members of the Boca Raton Airport Authority.
- 8) "Change Order" means a written document effectuating a change in the Contract Price, a change in the Contract Time or a material change in the Work, where the change in the Contract Time or material change in the Work causes the overall cost of the Contract to exceed the Contract Price.
- 9) ~~(8)~~ "Commodity" means any of the following: various supplies, materials, goods, merchandise, food, equipment, information technology, vehicles, motor vehicles and other

personal property, including without limitation, a mobile home, trailer, or other portable structure.

10) ~~(9)~~ "Competitive sealed bids," "competitive sealed proposals," or "competitive sealed replies" means the process of receiving three or more sealed bids, proposals, or replies submitted by responsive vendors.

11) ~~(10)~~ "Competitive solicitation" means an invitation to bid, a request for proposals, a request for letters of interest, a request for qualifications, or any other solicitation method that allows all qualified persons, firms, or entities to submit a response that will be evaluated on the basis of either Best Price or Best Value, if the response is determined to be Responsive and if the person, firm or entity is determined to be a Responsible.

12) ~~(11)~~ "Competitive verbal solicitation" means the process of receiving three or more verbal bids, proposals or replies from responsive vendors.

13) "Contract Price" means the original amount established in the bid submittal and award by the Authority, including allowances, as may be amended by Change Order.

14) "Contract Time" means the original time between commencement and completion, including any milestone dates thereof, as may be amended by Change Order.

15) ~~(12)~~ "Contractor" means a person who contracts to sell commodities or contractual services to the Authority.

16) ~~(13)~~ "Contractual services" means the rendering by a contractor of its time and effort pursuant to a contract, rather than the supplying of specific commodities; however, contractual services may include the provision of commodities in conjunction with the service provided. The term applies only to those services rendered by individuals and firms who are independent contractors. ~~-, and -s~~ Such services may include, but are not limited to, evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, legal, research and development studies or reports on the findings of consultants, technical and social services, construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property.

17) "Design Criteria Professional Services" means those services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper related to the preparation of a design criteria package.

18) ~~(14)~~ "Design Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Design

Professional Services also includes the Airport's General Consultant of Record and "consultant services" as defined or described in Federal Aviation Administration Advisory Circular 150/5100-14E dated September 25, 2015, as it may amended or superseded from time to time.

19) ~~(15)~~ "Electronic posting" or "electronically post" means the posting of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the Authority for this purpose.

20) ~~(16)~~ "Exempt meetings" means QEC meetings or ~~portions of~~ Board meetings, or portions thereof, in which respondents to Competitive Solicitations make presentations or answer questions, or at which negotiation strategies are discussed.

21) ~~(17)~~ "Grant Assurances" means the version of the Grant Assurances for Airport Sponsors in effect at the time of competitive solicitation.

22) ~~(18)~~ "Information technology" has the meaning ascribed in Section 282.0041, Florida Statutes, as it may be amended from time to time.

23) ~~(19)~~ "Invitation to bid" means a written solicitation for competitive sealed bids. ~~The invitation to bid is used when the Authority is capable of specifically defining the scope of work for which a contractual service is required or when the Authority is capable of establishing precise specifications defining the actual commodity or group of commodities required.~~

24) ~~(20)~~ "Executive Director" means the Executive Director, or his or her designee by written designation, provided that the designee must be an employee of the Authority.

25) "Planning Services" means the services of program management, construction management, planning studies, and feasibility studies.

26) ~~(21)~~ "Piggyback" or "Piggybacking" means procurement of goods and/or services by relying upon the terms and conditions of a contract made between another government entity and a vendor that was awarded the contract pursuant to a competitive solicitation.

27) ~~(22)~~ "Piggybacked Contract" means the contract on which the Authority wishes to piggyback.

28) ~~(23)~~ "Piggybacked Solicitation" means the competitive solicitation pursuant to which the Piggybacked Contract was made.

29) ~~(24)~~ "Procurement Code" means the Procurement Code for the Boca Raton Airport Authority originally adopted pursuant to Resolution Number 05-09-07, as it may be amended from time to time.

30) ~~(25)~~ "Professional Services" means ~~any legal, accounting, engineering, architectural, insurance brokerage, marketing, advertising, human resources or consulting services, and include Design Professional Services.~~ services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state. For the purposes of this Procurement Code, the term "professional services" also includes services within the scope of the practice of law and auditor services.

31) ~~(26)~~ "Proposer" means any person or entity that responds to a competitive solicitation issued by the Authority.

32) ~~(27)~~ "Qualifications Evaluation Committee" or "QEC" means a committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.

33) ~~(28)~~ "Qualifying Project" is defined as provided in Section 255.065(1)(i), Florida Statutes, as it may be amended from time to time.

34) ~~(29)~~ "Renewal" means contracting with the same contractor, under the same terms, for an additional contract period after the initial contract period.

35) ~~(30)~~ "Request for Letters of Interest" or "RLI" means ~~a~~ an alternative, competitive, solicitation method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications, a statement of their interest in performing the specific job or service and any other information requested by the Airport as a part of its shortlisting process, in conjunction with a proposal for the cost and/or price elements of the offer. From these Letters of Interest, the Executive Director determines which vendors are responsive to the RLI and those vendors shall be "shortlisted." The shortlisted vendors will be interviewed, evaluated and ranked. Notwithstanding the foregoing, this process may be varied by the terms and conditions of any RLI to suit the specific procurement needs of the Authority.

36) ~~(31)~~ "Request for Proposals" or "RFP" means a written solicitation for competitive sealed proposals when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation. ~~The method of solicitation is used when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation~~

37) ~~(32)~~ "Request for Qualifications" or "RFQ" means a written solicitation for statements of qualification based on a respondent's qualifications and experience for a prescribed scope of ~~professional~~ services. ~~This method of solicitation is used when professional skill and knowledge is the paramount concern of the Authority in seeking~~

~~assistance from a contractor. An RFQ may not be used to procure goods, but may be used to procure services, other than Professional Services, only if approved by the Authority by resolution. The process of an RFQ involves the initial development of a Scope of Services, by the QEC. Once the Authority has received qualifications in accordance with the terms and conditions of the RFQ, the QEC shall convene to review each respondent's qualifications and experience, and then the QEC shall rank the respondents based on the qualifications and experience best suited to the RFQ's Scope of Services. After ranking, the Airport Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest-ranked respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked respondent within 30 days of ranking, the Airport Executive Director shall terminate negotiations with that respondent, and commence negotiations with the next highest ranked respondent. If the RFQ is issued to procure Airport Legal Counsel services, then the Authority shall retain special counsel to act in place of the Airport Legal Counsel in negotiating an agreement for such services. The procurement of special counsel to negotiate an agreement with Airport Legal Counsel is exempt from this Procurement Code.~~

38) ~~(33)~~ "Responsible" means that a vendor has the present ~~the~~ capability in all respects to fully perform the contract requirements, ~~and the integrity,~~ and the reliability, that will assure good faith performance. Evidence of responsibility will include without limitation, the vendor's history of past performance, the vendor's complaint history, the vendor's history of litigation related to the provision of services, the number of years the vendor has been in the business of performing the service, and the technical and financial resources available to the vendor to perform the work.

39) ~~(34)~~ "Responsive" means a response to a solicitation that conforms in all material respects to the solicitation.

40) ~~(35)~~ "Comprehensive Agreement" is defined and described in Section 255.065(7), Florida Statutes, as it may be amended from time to time.

41) ~~(36)~~ "Interim Agreement" is defined and described in Section 255.065(6), Florida Statutes, as it may be amended from time to time.

42) ~~(37)~~ "Service Contract" means a contract between the Authority and a private entity which defines the terms of the services to be provided with respect to a Qualifying Project offered to the Authority through an Unsolicited Proposal, consistent with Section 255.056(3), Florida Statutes, as it may be amended from time to time.

43) ~~(38)~~ "Unsolicited Proposal" means a written application for a new or innovative idea submitted to the Authority on the initiative of the offeror for the purpose of obtaining a contract with the Authority, and is not in response to a request for proposal.

Section 2. Purchasing Authority.

1) The Executive Director has the authority to carry out all executive procurement functions including but not limited to the following: development of solicitation materials; advertisement of solicitations; cancellation or postponement of solicitations; authorization of short listings of responses when consistent with the procedures herein; evaluation of responses to solicitations when consistent with the procedures herein; determination whether responses are responsible and responsive; establishment of guidelines for determining ability to cure part or all of solicitation response deficiencies and any applicable remedy; determination of sole source procurements; negotiation of contracts, where negotiation is called for herein; administration of contracts; extension of contracts where the contract provides for unilateral extension by the Authority upon written notice; and all other procurement functions reasonably necessary to effectuate the provisions in this Procurement Code.

Section 2 3. Purchasing Categories.

1) The following purchasing categories are hereby created:

- a) CATEGORY ONE: Less than or equal to \$10,000;
- b) CATEGORY TWO: Greater than ~~or equal to~~ \$10,000 and less than or equal to ~~\$2035~~,000;
- c) CATEGORY THREE: Greater than ~~or equal to~~ ~~\$2035~~,000 and less than or equal to ~~\$5065~~,000; and
- d) CATEGORY FOUR: Greater than ~~or equal to~~ ~~\$5065~~,000.

2) a) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY ONE shall be awarded at the Executive Director's discretion.

b) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY TWO shall be awarded by the Executive Director through competitive verbal solicitation. A verbal solicitation shall be made available to at least three vendors and must include sufficient detail in describing the commodities or contractual services sought to allow the vendor to submit a response, the time and date for the receipt of the verbal bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

c) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY THREE shall be awarded by the Executive Director through written, competitive solicitation. Such solicitation shall be made available simultaneously to at least three vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of the bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

d) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be awarded by the Board through written, competitive solicitation. Such solicitation shall be made available simultaneously to all vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of bids and of the public opening, all contractual terms and conditions applicable to the procurement, the criteria to be used in determining acceptability of the bid, and the relative importance of price and other evaluation criteria. If the Authority contemplates renewal of the contract, that fact must be stated in the solicitation. The response to the solicitation shall include the price for each year for which the contract may be renewed. Evaluation of responses shall include consideration of the total cost for each year as submitted by the vendor.

e) Provided that the total estimated annual expenditures by the Authority do not exceed the Annual Budget allocation for such expenses, contracts for the administration of employee benefits or employee services may be procured by the Executive Director without Competitive Solicitation. The Executive Director may award such contracts on the basis of Best Value. Contracts for the administration of employee benefits or employee services must contain provisions which allow the Authority to terminate for convenience and shall not exceed a term of five (5) years.

Section 34. Procurement of Professional Services and Planning Services.

~~1) The Authority shall procure Design Professional Services through a Request for Qualifications consistent with the requirements of U.S. Department of Transportation Federal Aviation Administration Advisory Circular No. 150/5100-14E, as it may be amended from time to time.~~

1) The Authority shall procure the services of an Auditor as provided in Section 218.391, Florida Statutes, as it may be amended from time to time.

2) The Authority shall procure the services of Airport Legal Counsel through the use of a Request for Qualifications.

3) The procurement of Special Legal Counsel (as opposed to Airport Legal Counsel) may be procured by the Executive Director, and taken to the Authority Board at the next regularly scheduled meeting for ratification.

4) The Authority shall procure the following through the use of a Request for Qualification, consistent with the "Consultants' Competitive Negotiation Act", Section 287.055, et. seq., Florida Statutes, and the requirements of U.S. Department of Transportation Federal Aviation Administration Advisory Circular No. 150/5100-14E, as they may be amended from time to time, to the extent they are applicable:

a) Design Professional Services;

b) Planning Services;

- c) Professional Services;
- d) Design Criteria Professional Services.

Section 4-5. Methods for Procurement of commodities or contractual services.

~~(1)(a) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY ONE may be awarded at the Executive Director's discretion.~~

~~(b) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY TWO may be awarded by the Executive Director through competitive verbal solicitation. A verbal solicitation shall be made available to at least three vendors and must include sufficient detail in describing the commodities or contractual services sought to allow the vendor to submit a response, the time and date for the receipt of the verbal bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.~~

~~(c) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY THREE may be awarded by the Executive Director through competitive solicitation. Such solicitation shall be made available simultaneously to at least three vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of the bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.~~

~~(d) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be awarded by the Board through competitive solicitation. Such solicitation shall be made available simultaneously to all vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of bids and of the public opening, all contractual terms and conditions applicable to the procurement, the criteria to be used in determining acceptability of the bid, and the relative importance of price and other evaluation criteria. If the Authority contemplates renewal of the contract, that fact must be stated in the solicitation. The response to the solicitation shall include the price for each year for which the contract may be renewed. Evaluation of responses shall include consideration of the total cost for each year as submitted by the vendor.~~

~~(e) Provided that the total estimated annual expenditures by the Authority do not exceed the CATEGORY THREE threshold, contracts for the administration of employee benefits or employee services may be procured by the Executive Director without Competitive Solicitation. The Executive Director may award such contracts on the basis of Best Value. Contracts for the administration of employee benefits or employee services must contain provisions which allow the Authority to terminate for convenience and shall not exceed a term of five (5) years.~~

1) ~~(f)~~ All contracts for the purchase of commodities or contractual services shall be procured in accordance with applicable federal and/or state Grant Assurances.

2) a) **Invitation to Bid.** The Invitation to Bid method of solicitation is used when the Authority is capable of specifically defining the scope of work for which a contractual service is required or when the Authority is capable of establishing precise specifications defining the actual commodity or group of commodities required.

b) ~~(2)(a)~~ Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services shall be evaluated on the basis of ~~best~~ Best price Price. Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be compiled and evaluated in writing by the Executive Director to determine which bidder will provide the ~~best~~ Best price Price to the Airport. The Executive Director shall present her evaluation of the bids to the Board as a recommendation to award.

3) a) **Request for Proposal.** The Request for Proposal method of solicitation is used when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation.

b) The Executive Director may choose to empanel a QEC to assist in the evaluation and ranking of RFP responses. RFP responses may be evaluated on the basis of Best Value or Best Price. Whether the RFP will be evaluated on the basis of Best Value or Best Price shall be specified in the RFP solicitation. The Executive Director shall present the evaluation of the RFP responses, whether performed by her individually or by a QEC, to the Board as a recommendation to award. Notwithstanding the evaluation of responses by the Executive Director or a QEC, the Board may elect to re-evaluate the responses when the recommendation to award is brought before the Board.

4) a) **Request for Qualifications.** The RFQ method of solicitation is used when professional skill and knowledge is the paramount concern of the Authority in seeking assistance from a contractor. An RFQ may not be used to procure goods, but may be used to procure services, other than Professional Services. The RFQ may not be based on price.

b) The process of an RFQ involves the initial development of a Scope of Services, by the Executive Director with the assistance of Airport Legal Counsel. Once the Authority has received qualifications in accordance with the terms and conditions of the RFQ, the QEC shall convene to review each respondent's qualifications and experience, and then the QEC shall rank the respondents based on the qualifications and experience best suited to the RFQ's Scope of Services. After ranking, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest-

ranked respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked respondent within 30 days of ranking, the Executive Director shall terminate negotiations with that respondent, and commence negotiations with the next-highest ranked respondent. If the RFQ is issued to procure Airport Legal Counsel services, then the Authority shall may retain special counsel to act in place of the Airport Legal Counsel in negotiating an agreement for such services. The procurement of special counsel to negotiate an agreement with Airport Legal Counsel is exempt from this Procurement Code.

5) a) **Alternative Solicitation Methods.** Alternative Solicitation Methods shall be used when, in the determination of the Executive Director, the Invitation to Bid and Request for Proposal methods of solicitation are inadequate to gather the information required to fairly evaluate solicitation responses or are otherwise not in the best interest of the Authority.

b) ~~(2)(b)~~ Responses to Alternative Solicitation Methods for contracts for the purchase of commodities or contractual services may be evaluated on the basis of ~~best~~ Best price Price or ~~best Best value Value~~. Whether the solicitation responses elicited under an Alternative Solicitation Method will be evaluated on the basis of Best Value or Best Price shall be specified in the solicitation. However, RFQ may not be based on price. Responses to Alternative Solicitation Methods, other than Request for Qualification, for contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be evaluated by the Executive Director.

c) ~~(2)(b)~~ The Executive Director may use a QEC to evaluate all or a portion of the responses to an Alternative Solicitation Method. After the Executive Director or QEC, as applicable, has completed evaluation of responses to an Alternative Solicitation Method, the Executive Director shall present the evaluation to the Board as a recommendation to award. Notwithstanding evaluation of responses by the Executive Director or a QEC, the Board may elect to re-evaluate the responses when the recommendation to award is brought before the Board.

~~(c) A competitive solicitation for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR that receives less than three responses by the submittal deadline may have the deadline for receipt of responses extended by a period of time sufficient to solicit additional responses or to ensure that all Proposers have a reasonable opportunity to respond, as determined by the Executive Director, unless otherwise provided for in writing by the Board.~~

~~(3)(a) The competitive solicitation method used to award contracts for the purchase of commodities or contractual services shall be the Invitation to Bid method, unless the Executive Director or Board determines in writing that the use of an Invitation to Bid is not practicable or not in the best interest of the Authority.~~

~~(b) If the Executive Director determines that the use of an Invitation to Bid is not a practicable solicitation method or not in the best interest of the Authority, then the contract for the purchase of commodities or contractual services may be procured by RFP or RLI. The Executive Director or QEC, as applicable, may request additional assurances from respondents to an RFP or RLI. Any additional assurances or information provided by a respondent during the solicitation process shall constitute a part of their offer to the Authority. Interviews may be continued at the discretion of the Executive Director. Any and all assurances, representations and proposals made by respondent vendors will remain a valid offer to the Authority until a contract is awarded or for 120 days after receipt of the initial response, whichever occurs first.~~

d) ~~Section 4 (4)~~If an Alternative Solicitation Method does not include the contract to be entered into with the Authority, then the Executive Director, in consultation with the Airport Legal Counsel, shall commence negotiations with the highest ranked respondent. If the Executive Director and the highest-ranked respondent cannot agree on acceptable terms and conditions within thirty (30) days, then the Executive Director shall cease negotiations with that respondent and shall commence negotiations with the next-highest-ranked respondent. After negotiations are concluded, the Executive Director may recommend the negotiated contract to the Board for approval with the recommendation to award. The Board may award the negotiated contract to the responsible and responsive offeror, or if the Board determines that the negotiated contract recommended for approval is not in the best interest of the Authority, then it may direct the Executive Director to recommence negotiations, or it may cancel the solicitation.

6) a) QEC. For those solicitation methods where a QEC is used, the Executive Director shall determine whether the QEC's review of the proposals shall include an interview with the respondents. Interviews may be continued at the discretion of the Executive Director. QEC meetings constitute formal actions, which shall take place in accordance with the Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes. Airport Legal Counsel shall not serve on a QEC, but shall serve in an advisory capacity to the QEC on legal and procedural matters. The QEC shall evaluate and rank respondents according to QEC evaluation scoring and ranking guidelines, as provided by the Executive Director.

b) The Executive Director or QEC, as applicable, may request additional detail from respondents to an RFP or an Alternative Solicitation Method regarding the response. Any information provided by a respondent during the solicitation process, including without limitation information provided during the interview process, if any, shall constitute a part of the respondent's offer to the Authority. Any and all representations and proposals made by respondent vendors will remain a valid offer to the Authority until a contract is awarded or for 120 days after receipt of the initial response, whichever occurs first.

Section 6. Inadequate Responses.

1) ~~Section 4 (2)(d)~~If less than three responses to a competitive solicitation are received, the Executive Director may choose in her sole discretion to reject all bids and

cancel the solicitation, to issue a new competitive solicitation for the same project, to extend the deadline for additional responses to be submitted, or to Authority may recommend to the Board that it award a contract based on Best Price or Best Value, as applicable on the best terms and conditions available. The Authority Executive Director shall document the reasons that such action is in the best interest of the Airport in lieu of issuing a new competitive solicitation or extending the deadline for receipt of responses.

Section 7. Change Orders and Contract Provisions.

1) ~~Section 4 (5)The Executive Director may authorize change orders to c~~Contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR may include an allowance to address cost overruns or other unforeseen circumstances that affect the cost of the Project. if the change order at issue does not increase the contract price or sum more than \$10,000. Executive Director has the authority to modify Contract Time, as long as the modification does not affect the Contract Price. Additionally, Executive Director has the authority to modify the cost of work under the Contract, as long as the modification does not change the Contract Price including allowances, if any.

2) ~~Section 4 (6)~~All contracts for the purchase of commodities or contractual services shall include a requirement that the contractor shall comply with the Grant Assurances, regardless of whether the contract expressly sets forth such requirement.

~~Section 4 (7) All solicitations issued pursuant to this Procurement Code shall include a requirement that an actual or prospective Proposer comply with any and all provisions of the Procurement Code, including the procedures for protest and appeal. The Airport Legal Counsel may take actions necessary to ensure compliance with the intent of this subsection.~~

Section 8. Unsolicited Proposals.

1) ~~Section 4 (8)~~If the Authority receives an Unsolicited Proposal, the Authority may enter into an Interim Agreement, a Comprehensive Agreement and Service Contracts pursuant to the procedures set forth in Section 255.065, Florida Statutes, as it may be amended from time to time.

Section 5-9. Authority's Right to Reject All Bids.

1) The Authority has the absolute right to reject all bids, proposals, or replies, at any time during the procurement or protest process.

Section 6 10. Emergency Procurement.

1) If the Executive Director determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the Authority requires emergency action, then the Executive Director may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. The Executive Director shall take the emergency procurement to the Board at the next regularly scheduled meeting for ratification.

Section 7 ~~11~~. Single Source Procurement.

1) Commodities or contractual services available only from a single source may be excepted from competitive solicitation requirements. When the Authority believes that commodities or contractual services are available only from a single source, the Executive Director shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) ~~calendar~~ business days.

2) The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined by the Executive Director, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Executive Director shall enter into negotiations with the single source vendor or contractor to obtain the best price for the Airport. ~~The~~ For contracts meeting the dollar value thresholds for Category Three or Category Four, the Executive Director shall bring the negotiated contract to the Board for award.

Section 8 ~~12~~. Procurement through Piggybacking.

The Authority may award contracts by Piggybacking, subject to the following limitations:

- 1) The purchase of goods or services is under contract with a federal, state or municipal government.
- 2) The government entity party to the Piggybacked Contract utilized a competitive process similar to the Authority's.
- 3) The Piggybacked Contract term is current.
- 4) The Authority accepts the terms and conditions specified within the Piggybacked Contract.
- 5) The contractor extends the terms and conditions of the contract to the Authority.
- 6) The Piggybacked Contract must have requested in its solicitation:
 - a) Disclosure of criminal background of the vendor; and

- b) A scope of services that is applicable to the work to be performed for the Authority and/or the Airport.
- 7) The terms and conditions of the contract entered into by the Authority must be similar to the Piggybacked Contract, except that the terms and conditions may be more restrictive upon the vendor to the extent necessary to meet the specific requirements of the Authority and/or the Airport.
- 8) The government entity party to the Piggybacked Contract must have jurisdiction in the State of Florida.

Section ~~9~~ 13. Stay of Procurements during Protests.

- 1) In the event of a timely protest pursuant to Section 15, the Airport may elect not to proceed further with the solicitation or award of the contract until a written decision with respect to the protest is made by the Executive Director as provided in Section 15.

Section ~~10~~ 14. Condition Precedent to Civil Action to Protest

- 1) Exhaustion of the administrative remedies provided for in Sections ~~15~~ 19 through ~~42~~ of the Procurement Code constitutes an absolute condition precedent to the filing of a civil action against the Boca Raton Airport Authority in connection with its solicitation for or procurement of commodities or contractual services.

Section ~~44~~ 15. Executive Director Review of Protested Solicitations and Proposed Awards.

- 1) Any actual or prospective Proposer who has a substantial interest in, and is aggrieved in connection with, a solicitation, a finding of non-responsiveness, a ~~finding of non-responsibility~~, a failure to be shortlisted, the Proposer's ranking, or a proposed award of a contract, may protest via by submitting a letter of protest to the Executive Director, delivered via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, with an electronic mail copy transmitted to airportauthority@bocaaairport.com.
- 2) No protest shall be accepted challenging the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points in any competitive selection process.
- 3) Only solicitations falling within CATEGORY FOUR are subject to protest.
- 4) Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- 5) The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion.

6) If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing within ten (10) calendar days after receipt of the letter of protest, after consulting in consultation with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.

Section ~~12~~ 16. Limitations on Protests and Appeals.

1) All solicitations issued pursuant to this Procurement Code shall include a requirement that an actual or prospective Proposer comply with any and all provisions of the Procurement Code, including the procedures for protest and appeal. The Airport Legal Counsel may take actions necessary to ensure compliance with the intent of this subsection.

2) ~~(1)~~ Any actual or prospective Proposer to a competitive solicitation who has a substantial interest in, and is aggrieved in connection with, solicitation specifications or requirements must serve a letter of protest in writing to the Executive Director, as provided in Section 1-10 15, no later than 5:00 p.m. on the seventh within seven (7) calendar days after such actual or prospective Proposer knew or should have known the facts giving rise to the protest the Notice of Intent to Select/Award is posted on the Authority's website.

3) During a Protest, including any appeal thereof, no contact regarding the selection with Authority Board members, officers, or employees, other than the Executive Director and Airport Legal Counsel, is permitted by the protestant or any intervenor(s). Such communication will result in an automatic disqualification from selection for the pending solicitation.

4) Protestants and intervenors may be represented by legal counsel, at their own expense.

5) ~~(2)~~ Any Proposer to a competitive solicitation aggrieved by a finding of non-responsiveness, a finding of non-responsibility, a failure to be shortlisted, the Proposer's ranking, or a proposed award, must serve a letter of protest in writing to the Executive Director, as provided in Section 40 15, within no later than 5:00 p.m. on the seventh (7) calendar days after such Proposer knew or should have known the facts giving rise to the protest. the Authority posts the Notice of Intent to Select/Award on the Authority's website.

6) ~~(3)~~ Any person or entity wishing to appeal the decision of the Executive Director issued pursuant to Section 40-15 shall deliver an appeal to the Chairperson at the office of the Authority no later than 5:00 p.m. on the within seventh (7) calendar days after of the receipt or posting of such decision, whichever is earlier, with copies of the appeal being delivered via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, and via electronic mail transmitted to

airportauthority@bocaairport.com. to the Airport Legal Counsel and Executive Director on the same day as the appeal is delivered to the Chairperson. Any appeal made pursuant to this subsection shall state and explain all of the bases for such appeal and indicate any facts, documents and/or statements of relevant persons appellant believes support the stated bases for appeal.

7) Each letter of protest must include the following information:

a) The name, postal and email address, telephone number of the protesting Respondent.

b) The solicitation title and number;

c) A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, the factual and legal basis, upon which the Protest is made. The Protest shall include all supporting documentation. (Moved from Section 12 (3)) Any bases not detailed in the appeal will be abandoned and waived by the appellant;

d) A statement of the specific ruling or relief requested; and

e) The signature of the Respondent or an authorized agent of the Response.

8) Failure to protest or appeal within the timeframes set forth in this Section shall constitute an absolute waiver of the right to protest or appeal. However, the Authority reserves the right within the sole discretion of the Executive Director to extend any timeframe listed in the Policy. If timeframes are extended by the Authority, such extension shall be done in writing.

9) Once filed and received by the Authority, Protests, Request for Interventions, and Appeals may not be supplemented by the submitting party, however, the Authority may request clarification or additional information, as needed.

10) Respondents to a solicitation that is the subject of a Protest who are substantially affected by the Protest may intervene in the Protest by filing a written request for intervention via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, with an electronic mail copy transmitted to airportauthority@bocaairport.com, no later than 5:00 p.m. on the fifth calendar day after the Authority posts the Protest on its website. Documentation received after this time frame will not be considered.

11) A written Request for Intervention shall include the following information:

a) The name, postal and email address, telephone number of the intervening Respondent.

- b) The solicitation title and number
- c) A concise statement of the manner in which the intervening Respondent is substantially affected by the Protest;
- d) A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, the factual and legal basis, upon which the Request for Intervention is made. The Request for Intervention shall include all supporting documentation. Any bases not detailed in the Request for Intervention will be abandoned and waived by the appellant.
- e) A statement of the specific ruling or relief requested; and
- f) The signature of the Respondent or an authorized agent of the Respondent.

Section 13 17. Administrative Appeal of Decisions by the Executive Director.

- 1) Appeals must include the following information:
 - a) The name, postal and email addresses, telephone number of the party filing the appeal;
 - b) The solicitation title and number;
 - c) A concise statement, including the grounds and evidence, facts, regulations, rules, statutes, and constitutional provisions, and the factual and legal basis upon which the appeal is based. Only those matters raised in the original Protest, and any Request for Intervention related thereto, may be considered on appeal;
 - d) Statement of the specific ruling or relief requested; and
 - e) Signature of the party filing the appeal or an authorized agent of the party filing the appeal.
- 2) ~~(1)~~After receipt of an appeal, the Authority in consultation with the Airport Legal Counsel shall retain ~~randomly select~~ a hearing officer ~~from the list of hearing officers maintained pursuant to meeting the qualifications set forth in~~ Section 13 18 ~~and shall notify the hearing officer of the selection~~. The hearing officer shall perform a conflict check to ensure that adjudicating the issue would not present a conflict of interest.
- 3) ~~(4)~~The Airport Legal Counsel shall compile, bind, and deliver the record on appeal to the hearing officer and the appellant. Intervenor in the appeal may purchase a copy of the record on appeal for ~~\$50~~ the actual cost of duplication. The hearing officer shall work with the parties to schedule a hearing within thirty (30) days of clearance of conflicts.

4) ~~(2)~~ Any appeal of the Executive Director's decision must be accompanied by acceptable collateral to secure the appeal pursuant to Section 127~~(34)~~. Failure to deliver this collateral in full compliance with subsection 3) of this Section, ~~Section 12(3)~~ by the expiration of the deadline for appeal set forth in Section 1~~1(3)6(4)~~ shall constitute an absolute waiver of the right to appeal.

5) ~~(3)~~ To secure the costs and attorneys' fees incurred by the Authority in defending an appeal, the appellant shall deliver to the Authority acceptable collateral in an amount equal to the greater of

a) \$5,000; or

b) 10% of the value of one year of the financial terms of appellant's bid or proposal. If the appellant's proposal involves a ground lease, then the value of one year of the financial terms is equal to the first year of base rent that is not discounted or abated.

As used herein, "acceptable collateral" means a money order, certified check, or cashier's check, payable to Boca Raton Airport Authority, or a letter of credit or appeal bond in a form acceptable to Airport Legal Counsel. The Airport Legal Counsel may require that the collateral be accompanied by documentation to ensure that the Authority's interests are protected.

6) ~~(4)~~ The procedure for the hearing required by this article shall be:

a) The hearing officer shall serve upon the Airport Legal Counsel, the appellant and any intervenors a notice of hearing, stating the time and place of the hearing. The notice of hearing shall be sent by email attachment, facsimile and U.S. Mail to the Airport Legal Counsel, the appellant and any intervenors. The Authority shall post a notice of the hearing date, time, and location. The hearing will be open to the public;

b) The hearing shall be conducted de novo, based on the record. New information will not be introduced. However, the parties have the right to present argument related to the information contained in the record. However, evidence may be taken on the costs incurred by the Authority in conducting the hearing.

c) The burden of proof shall rest with the appellant. The standard of proof shall be whether the decision was clearly erroneous, arbitrary and capricious, fraudulent, or otherwise without basis in fact or law.

~~(b) The appellant shall have the right to be represented by counsel, to call and examine witnesses, to introduce exhibits, to examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination, and to impeach any witness regardless of which party first called the witness to testify;~~

~~(c) In any hearing before the hearing officer, irrelevant, immaterial or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of Florida. Hearsay evidence is admissible, but hearsay evidence is not sufficient, without corroborating non-hearsay evidence, to prove a material fact.~~

~~(d) When all parties are represented by counsel, upon a written motion made at least ten (10) days prior to when a hearing is scheduled, the hearing officer may allow interrogatories of the parties who have personal knowledge of the facts giving rise to the appeal. Sworn and complete answers to interrogatories shall be served within seven (7) calendar days of receipt.~~

d) ~~(e)~~ Within fifteen (15) days from the hearing, the hearing officer shall complete and submit to the Authority and the appellant a written, final order granting or denying the appeal, which shall contain consisting of the findings of fact and conclusions of law. ~~as to the granting or denial of the appeal.~~ The hearing officer shall uphold or reverse the decision giving rise to such protest but may not grant any additional, alternative, or supplemental relief in the same order. The hearing officer's written order is final, and no motion for rehearing or reconsideration may be filed.

e) If the Authority prevails, the hearing officer shall assess against the appellant reasonable costs incurred by the Authority in convening the hearing, including the costs and fees of the hearing officer. The assessment of costs shall be set forth in the hearing officer's written decision. Costs assessed by the hearing officer shall be paid by the party that filed the appeal to the Authority within ten (10) days of the rendition of the hearing officer's written decision.

f) If a protest is upheld, the Executive Director or hearing officer may grant the following relief:

1. Cancellation of the solicitation and/or contract;
2. Instruction to re-compete the solicitation.

g) In no event will a contract be automatically awarded to a protestant if the protest is upheld or to an appellant if the appeal is granted. Nothing herein shall prevent the Authority, at its sole discretion, from providing for an alternative remedy that is in the best interest of the Authority and in compliance with applicable law.

h) ~~(g)~~ All hearings shall be held in Boca Raton, Florida and Florida law will apply.

~~(h) — Upon timely and proper written motion of the Authority or the appellant, the hearing officer shall award costs to the prevailing party in the protest. As used herein, "prevailing party" means the party in whose favor the hearing officer issues an order or the party~~

~~adverse to a party that abandons or dismisses their appeal, provided that in neither case shall an intervenor be considered a “prevailing party.” Costs include but are not limited to the hearing officer's fee, hearing room rental fee, copying costs, any costs of discovery, postage for letters or communications sent during the course of the protest, and any other costs normally considered costs pursuant to Chapter 57, Florida Statutes. The hearing officer shall issue an order on a motion for costs and attorneys' fees pursuant to this subsection within fifteen (15) of receipt of the written motion.~~

- i) The appellant is responsible for bringing a court reporter to the hearing before the hearing officer if the appellant would like to appeal the hearing officer's decision pursuant to Section 149.

~~(5) The hearing officer shall make a directed decision against any party that fails to answer interrogatories posed by the other party or make any witnesses or documents available to the other party for the hearing when the other party has made a reasonable request in writing for such witnesses or documents.~~

Section 14-18. Hearing Officers

- 1) ~~The Authority shall maintain a list of potential hearing officers to hear appeals pursuant to Section 12.~~ Hearing officers must be active members of the Florida Bar and must have been admitted to the Florida Bar for at least 5 years. Hearing officers must have relevant experience in the area of law applicable to the nature of the protest, including without limitation, public procurement, public construction, or aviation.

Section 15 19. Appeals

- 1) An appeal of the Executive Director's decision pursuant to Section 17 must be concluded prior to the institution of any civil action regarding the same subject matter. Appeal from the decision of the hearing officer shall be by petition for writ of certiorari within thirty days of rendition of the hearing officer's written decision to the circuit court in accordance with the Florida Rules of Appellate Procedure and shall be based on the record established before the hearing officer.

Section 16 20. Procurement Code Cone of Silence

- 1) Any verbal or written communication between a Proposer or its representatives, employees, or agents, and the Authority or any of its members, ~~or~~ the Executive Director, or any of Executive Director's staff, consultants, or agents, including without limitation members of QEC, regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.
- 2) The following exceptions apply to the cone of silence set forth in subsection (1):

- a) The written response to the solicitation, including bids, proposals and letters of interest;
 - b) Communications expressly allowed by the solicitation, including without limitation any interviews conducted during the solicitation evaluation;
 - c) Any communication made pursuant to Sections ~~10-14~~, ~~11-15~~ or ~~12-16~~ of the Procurement Code;
 - d) Any communication made with Airport Legal Counsel; and
 - e) Any communications made on the record at a public noticed meeting of the Board.
- 3) Any person or entity that communicates with the Authority or any of its members, the Executive Director, or any of Executive Director's staff, consultants, or agents, regarding a solicitation during the cone of silence, and is not a Proposer at the time of such communication, but later becomes a Proposer with regard to the solicitation, shall be deemed to have violated the cone of silence.
- 4) Any violation of the requirements of this Section shall immediately and permanently disqualify the violator from being considered for the solicitation pursuant to which the violation occurred.

Section ~~17-21~~. Public Records and Sunshine Laws

- 1) Competitive Sealed Bids, Proposals and Replies are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the ~~Airport~~ Executive Director ~~or PC~~ awards or recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.
- 2) Prior to the expiration of the temporary exemption provided for in subsection (1), if the Authority elects to reject all bids, proposals or replies in accordance with Section 5 and concurrently expresses its intent to re-issue the Competitive Solicitation, then the Competitive Sealed Bids, Proposals or Replies that were rejected are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:
- a) The ~~Airport~~ Executive Director ~~or PC~~ awards or recommends award of the reissued Competitive Solicitation;
 - b) The Authority withdraws the re-issued Competitive Solicitation; or
 - c) One (1) year passes from the date of on which the Authority provides notice of its election to reject all bids, proposals or replies.

3) All ~~Exempt Meetings~~ identified as exempt under Section 286.0113, Florida Statutes:

a) Are exempt from the requirements of Section 286.011, Florida Statutes;
and

b) Shall be audio or video recorded.

4) Recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure until the PC Executive Director recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.

5) Prior to the expiration of the temporary exemption provided for in subsection (4), if the Authority elects to reject all bids, proposals or replies in accordance with Section 59 and concurrently expresses its intent to re-issue the Competitive Solicitation, then recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:

a) The ~~Airport~~ Executive Director ~~or PC~~ awards or recommends award of the reissued Competitive Solicitation;

b) The Authority withdraws the re-issued Competitive Solicitation; or

c) One (1) year passes from the date on which the Authority provides notice of its election to reject all bids, proposals or replies.

Section ~~18~~ 22. Conflict of Interest

1) BRAA has adopted a Conflict of Interest Policy found in the BRAA Employee Handbook. Section 1. Employees shall comply with the Conflict of Interest Policy set forth in the BRAA Employee Handbook with respect to procurement matters. Board members shall not ~~No employee, officer, or agent may~~ participate in the selection, award, or administration of a contract by BRAA if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the ~~employee, officer, or agent, any Board member,~~ or his or her immediate family, his or her partner, or an organization which employs ~~or~~ is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. ~~The officers, employees, and agents of BRAA~~ Board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Section 23. Advertisement.

1) All CATEGORY FOUR competitive solicitations will be advertised, as provided herein, and all hearings regarding competitive solicitations will be publicly noticed, as required by federal and state law, as applicable.

Section 24. Preference to Businesses with Drug-Free Workplaces

1) Preference shall be given to businesses with drug-free workplaces, consistent with the requirements of Section 287.087, Florida Statutes, as may be amended from time to time, whenever two or more bids, proposals, or replies are equal with respect to price, quality, and service.

2) Businesses entitled to receive drug-free workplace preference shall certify that the business has implemented a drug-free work place program, which shall have at minimum:

a) A published statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violating the prohibition;

b) Inform employees about the dangers of drug abuse in the work places, the business's policy of maintaining a drug-free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug-abuse violations;

c) Give each employee engaged in providing the bid services a copy of the statement specified herein;

d) Notify the employees working on the bid services that, as a condition of working on the project, the employee will abide by the terms of the statement and will notify the employer of any conviction of , or plea of guilty or no lo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction;

e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted;

f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the drug-free workplace program.

Section 25. Preference to Florida Businesses.

1) All contracts for the purchase of personal property through competitive solicitation shall comply with Section 287.084, Florida Statutes, Preferences to Florida Businesses, as may be amended from time to time, unless otherwise superseded by Federal law.

Section 26. Prohibited Businesses.

1) Florida law contains limitations on businesses with which public entities like the Authority may do business. The Authority shall comply with all applicable laws governing prohibited businesses, including without limitation Sections 287.133, Florida Statutes, governing businesses placed on the public entity crimes convicted vendor list, and Section 287.135, Florida Statutes, governing scrutinized companies, as those statutes may be amended from time to time. Limitations on businesses that may transact business with the Authority shall be set forth in the Authority's solicitation documents and in the Authority's contract documents.



PROCUREMENT CODE

Originally Adopted

May 16, 2007, Resolution No. 05-09-07

Amendments

June 20, 2007, Resolution No. 06-11-07

November 15, 2007, Resolution No. 11-26-07

May 20, 2009, Resolution No. 05-15-09

May 19, 2010, Resolution No. 05-15-10

November 17, 2010, Resolution No. 11-60-10

June 15, 2011, Resolution No. 06-30-11

July 20, 2011, Resolution No. 07-41-11

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

April 16, 2014, Resolution No. 04-17-14

May 20, 2015, Resolution No. 05-24-15

July 13, 2016, Resolution No. 07-19-16

September 26, 2018, Resolution No. 09-25-18

December 18, 2019, Resolution No. 12-27-19

Section 1. Definitions.

As used in this part, the term:

- 1) "Alternative solicitation methods" includes all solicitation methods other than an Invitation to Bid and Request for Proposal.
- 2) "Appointed QEC Member" means a person with specific experience or education related to the commodity or contract service being sought by competitive solicitation who is appointed to be a member of a QEC by the Executive Director. An Appointed QEC Member may be (a) an Authority employee; (b) a volunteer that is an employee of an airport that is a member of the Florida Airports Council; or (c) a volunteer that is an employee of a State of Florida agency, political subdivision, municipality, or special district. If the Authority is procuring Design Professional Services, the Executive Director may retain a Design Professional in the same field as the Design Professional Services being sought by the Authority to be an Appointed QEC Member. Except for Authority employees, Appointed QEC Members serving on a QEC will be reimbursed by the Authority for expenses incurred as a result of serving on the QEC. When the Authority is procuring an auditor, the QEC Members shall be appointed as provided in Section 218.391, Florida Statutes, as may be amended from time to time.
- 3) "Auditor" is defined as provided in Section 218.31(15), Florida Statutes, as it may be amended from time to time.
- 4) "Authority" means the Boca Raton Airport Authority.
- 5) "Best price" means the best overall price for the Authority based on objective factors that include, but are not limited to, price, quality, design, and vendor's history of performance with the Authority, notwithstanding whether the vendor is considered "Responsible".
- 6) "Best value" means the highest overall value to the Authority based on objective and subjective factors that include, but are not limited to, price, quality, design, workmanship, vendor's history of performance with the Authority, notwithstanding whether the vendor is considered "Responsible", as well as aesthetics and image, coherence with the surrounding community, originality, and functionality.
- 7) "Board" means the Members of the Boca Raton Airport Authority.
- 8) "Change Order" means a written document effectuating a change in the Contract Price, a change in the Contract Time or a material change in the Work, where the change in the Contract Time or material change in the Work causes the overall cost of the Contract to exceed the Contract Price.
- 9) "Commodity" means any of the following: various supplies, materials, goods, merchandise, food, equipment, information technology, vehicles, motor vehicles and other

personal property, including without limitation, a mobile home, trailer, or other portable structure.

10) "Competitive sealed bids," "competitive sealed proposals," or "competitive sealed replies" means the process of receiving three or more sealed bids, proposals, or replies submitted by responsive vendors.

11) "Competitive solicitation" means an invitation to bid, a request for proposals, a request for letters of interest, a request for qualifications, or any other solicitation method that allows all qualified persons, firms, or entities, to submit a response that will be evaluated on the basis of either Best Price or Best Value, if the response is determined to be Responsive and if the person, firm or entity is determined to be a Responsible.

12) "Competitive verbal solicitation" means the process of receiving three or more verbal bids, proposals or replies from responsive vendors.

13) "Contract Price" means the original amount established in the bid submittal and award by the Authority, including allowances, as may be amended by Change Order.

14) "Contract Time" means the original time between commencement and completion, including any milestone dates thereof, as may be amended by Change Order.

15) "Contractor" means a person who contracts to sell commodities or contractual services to the Authority.

16) "Contractual services" means the rendering by a contractor of its time and effort pursuant to a contract, rather than the supplying of specific commodities; however, contractual services may include the provision of commodities in conjunction with the service provided. The term applies only to those services rendered by individuals and firms who are independent contractors. Such services may include, but are not limited to, evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, legal, research and development studies or reports on the findings of consultants, technical and social services, construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property.

17) "Design Criteria Professional Services" means those services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper related to the preparation of a design criteria package.

18) "Design Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Design Professional Services also includes the Airport's General Consultant of Record and

“consultant services” as defined or described in Federal Aviation Administration Advisory Circular 150/5100-14E dated September 25, 2015, as it may amended or superseded from time to time.

19) "Electronic posting" or "electronically post" means the posting of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the Authority for this purpose.

20) “Exempt meetings” means QEC meetings or Board meetings, or portions thereof, in which respondents to Competitive Solicitations make presentations or answer questions, or at which negotiation strategies are discussed.

21) “Grant Assurances” means the version of the Grant Assurances for Airport Sponsors in effect at the time of competitive solicitation.

22) "Information technology" has the meaning ascribed in Section 282.0041, Florida Statutes, as it may be amended from time to time.

23) "Invitation to bid" means a written solicitation for competitive sealed bids.

24) "Executive Director" means the Executive Director, or his or her designee by written designation, provided that the designee must be an employee of the Authority.

25) “Planning Services” means the services of program management, construction management, planning studies, and feasibility studies.

26) Piggyback” or “Piggybacking” means procurement of goods and/or services by relying upon the terms and conditions of a contract made between another government entity and a vendor that was awarded the contract pursuant to a competitive solicitation.

27) “Piggybacked Contract” means the contract on which the Authority wishes to piggyback.

28) “Piggybacked Solicitation” means the competitive solicitation pursuant to which the Piggybacked Contract was made.

29) “Procurement Code” means the Procurement Code for the Boca Raton Airport Authority originally adopted pursuant to Resolution Number 05-09-07, as it may be amended from time to time.

30) "Professional Services" means services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state. For the purposes of this Procurement Code, the term “professional services” also includes services within the scope of the practice of law and auditor services.

31) "Proposer" means any person or entity that responds to a competitive solicitation issued by the Authority.

32) "Qualifications Evaluation Committee" or "QEC" means a committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.

33) "Qualifying Project" is defined as provided in Section 255.065(1)(i), Florida Statutes, as it may be amended from time to time.

34) "Renewal" means contracting with the same contractor, under the same terms, for an additional contract period after the initial contract period.

35) "Request for Letters of Interest" or "RLI" means an alternative, competitive, solicitation method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications, a statement of their interest in performing the specific job or service and any other information requested by the Airport as a part of its shortlisting process, in conjunction with a proposal for the cost and/or price elements of the offer. From these Letters of Interest, the Executive Director determines which vendors are responsive to the RLI and those vendors shall be "shortlisted." The shortlisted vendors will be interviewed, evaluated and ranked. Notwithstanding the foregoing, this process may be varied by the terms and conditions of any RLI to suit the specific procurement needs of the Authority.

36) "Request for Proposals" or "RFP" means a written solicitation for competitive sealed proposals when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation.

37) "Request for Qualifications" or "RFQ" means a written solicitation for statements of qualification based on a respondent's qualifications and experience for a prescribed scope of services.

38) "Responsible" means that a vendor has the present capability in all respects to fully perform the contract requirements, the integrity, and the reliability, that will assure good faith performance. Evidence of responsibility will include without limitation, the vendor's history of past performance, the vendor's complaint history, the vendor's history of litigation related to the provision of services, the number of years the vendor has been in the business of performing the service, and the technical and financial resources available to the vendor to perform the work.

39) "Responsive" means a response to a solicitation that conforms in all material respects to the solicitation.

40) “Comprehensive Agreement” is defined and described in Section 255.065(7), Florida Statutes, as it may be amended from time to time.

41) “Interim Agreement” is defined and described in Section 255.065(6), Florida Statutes, as it may be amended from time to time.

42) “Service Contract” means a contract between the Authority and a private entity which defines the terms of the services to be provided with respect to a Qualifying Project offered to the Authority through an Unsolicited Proposal, consistent with Section 255.056(3), Florida Statutes, as it may be amended from time to time.

43) “Unsolicited Proposal” means a written application for a new or innovative idea submitted to the Authority on the initiative of the offeror for the purpose of obtaining a contract with the Authority, and is not in response to a request for proposal.

Section 2. Purchasing Authority.

1) The Executive Director has the authority to carry out all executive procurement functions including but not limited to the following: development of solicitation materials; advertisement of solicitations; cancellation or postponement of solicitations; authorization of short listings of responses when consistent with the procedures herein; evaluation of responses to solicitations when consistent with the procedures herein; determination whether responses are responsible and responsive; establishment of guidelines for determining ability to cure part or all of solicitation response deficiencies and any applicable remedy; determination of sole source procurements; negotiation of contracts, where negotiation is called for herein; administration of contracts; extension of contracts where the contract provides for unilateral extension by the Authority upon written notice; and all other procurement functions reasonably necessary to effectuate the provisions in this Procurement Code.

Section 3. Purchasing Categories.

1) The following purchasing categories are hereby created:

a) CATEGORY ONE: Less than or equal to \$10,000;

b) CATEGORY TWO: Greater than \$10,000 and less than or equal to \$35,000;

c) CATEGORY THREE: Greater than \$35,000 and less than or equal to \$65,000; and

d) CATEGORY FOUR: Greater than \$65,000.

2) a) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY ONE shall be awarded at the Executive Director's discretion.

b) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY TWO shall be awarded by the Executive Director through competitive verbal solicitation. A verbal solicitation shall be made available to at least three vendors and must include sufficient detail in describing the commodities or contractual services sought to allow the vendor to submit a response, the time and date for the receipt of the verbal bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

c) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY THREE shall be awarded by the Executive Director through written, competitive solicitation. Such solicitation shall be made available simultaneously to at least three vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of the bid or other response to the solicitation, and all contractual terms and conditions applicable to the procurement.

d) All contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be awarded by the Board through written, competitive solicitation. Such solicitation shall be made available simultaneously to all vendors and must include a description of the commodities or contractual services sought, the time and date for the receipt of bids and of the public opening, all contractual terms and conditions applicable to the procurement, the criteria to be used in determining acceptability of the bid, and the relative importance of price and other evaluation criteria. If the Authority contemplates renewal of the contract, that fact must be stated in the solicitation. The response to the solicitation shall include the price for each year for which the contract may be renewed. Evaluation of responses shall include consideration of the total cost for each year as submitted by the vendor.

e) Provided that the total estimated annual expenditures by the Authority do not exceed the Annual Budget allocation for such expenses, contracts for the administration of employee benefits or employee services may be procured by the Executive Director without Competitive Solicitation. The Executive Director may award such contracts on the basis of Best Value. Contracts for the administration of employee benefits or employee services must contain provisions which allow the Authority to terminate for convenience and shall not exceed a term of five (5) years.

Section 4. Procurement of Professional Services and Planning Services.

1) The Authority shall procure the services of an Auditor as provided in Section 218.391, Florida Statutes, as it may be amended from time to time.

2) The Authority shall procure the services of Airport Legal Counsel through the use of a Request for Qualifications.

3) The procurement of Special Legal Counsel (as opposed to Airport Legal Counsel) may be procured by the Executive Director, and taken to the Authority Board at the next regularly scheduled meeting for ratification.

4) The Authority shall procure the following through the use of a Request for Qualification, consistent with the "Consultants' Competitive Negotiation Act", Section 287.055, et. seq., Florida Statutes, and the requirements of U.S. Department of Transportation Federal Aviation Administration Advisory Circular No. 150/5100-14E, as they may be amended from time to time, to the extent they are applicable:

- a) Design Professional Services;
- b) Planning Services;
- c) Professional Services;
- d) Design Criteria Professional Services.

Section 5. Methods for procurement of commodities or contractual services.

1) All contracts for the purchase of commodities or contractual services shall be procured in accordance with applicable federal and/or state Grant Assurances

2) a) **Invitation to Bid.** The Invitation to Bid method of solicitation is used when the Authority is capable of specifically defining the scope of work for which a contractual service is required or when the Authority is capable of establishing precise specifications defining the actual commodity or group of commodities required.

b) Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services shall be evaluated on the basis of Best Price. Responses to Invitations to Bid for contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR shall be compiled and evaluated in writing by the Executive Director to determine which bidder will provide the Best Price to the Airport. The Executive Director shall present her evaluation of the bids to the Board as a recommendation to award.

3) a) **Request for Proposal.** The Request for Proposal method of solicitation is used when it is not practicable for the Authority to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Authority is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation.

b) The Executive Director may choose to empanel a QEC to assist in the evaluation and ranking of RFP responses. RFP responses may be evaluated on the basis of Best Value or Best Price. Whether the RFP will be evaluated on the basis of Best Value or Best Price shall be specified in the RFP solicitation. The Executive Director shall present the

evaluation of the RFP responses, whether performed by her individually or by a QEC, to the Board as a recommendation to award. Notwithstanding the evaluation of responses by the Executive Director or a QEC, the Board may elect to re-evaluate the responses when the recommendation to award is brought before the Board.

4) a) **Request for Qualifications.** The RFQ method of solicitation is used when professional skill and knowledge is the paramount concern of the Authority in seeking assistance from a contractor. An RFQ may not be used to procure goods, but may be used to procure services, other than Professional Services. The RFQ may not be based on price.

b) The process of an RFQ involves the initial development of a Scope of Services, by the Executive Director with the assistance of Airport Legal Counsel. Once the Authority has received qualifications in accordance with the terms and conditions of the RFQ, the QEC shall convene to review each respondent's qualifications and experience, and then the QEC shall rank the respondents based on the qualifications and experience best suited to the RFQ's Scope of Services. After ranking, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest-ranked respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked respondent within 30 days of ranking, the Executive Director shall terminate negotiations with that respondent, and commence negotiations with the next-highest ranked respondent. If the RFQ is issued to procure Airport Legal Counsel services, then the Authority may retain special counsel to act in place of the Airport Legal Counsel in negotiating an agreement for such services. The procurement of special counsel to negotiate an agreement with Airport Legal Counsel is exempt from this Procurement Code.

5) a) **Alternative Solicitation Methods.** Alternative Solicitation Methods shall be used when, in the determination of the Executive Director, the Invitation to Bid and Request for Proposal methods of solicitation are inadequate to gather the information required to fairly evaluate solicitation responses or are otherwise not in the best interest of the Authority.

b) Responses to Alternative Solicitation Methods for contracts for the purchase of commodities or contractual services may be evaluated on the basis of Best Price or Best Value. Whether the solicitation responses elicited under an Alternative Solicitation Method will be evaluated on the basis of Best Value or Best Price shall be specified in the solicitation. However, RFQ may not be based on price.

c) The Executive Director may use a QEC to evaluate all or a portion of the responses to an Alternative Solicitation Method. After the Executive Director or QEC, as applicable, has completed evaluation of responses to an Alternative Solicitation Method, the Executive Director shall present the evaluation to the Board as a recommendation to award. Notwithstanding evaluation of responses by the Executive Director or a QEC, the Board may elect to re-evaluate the responses when the recommendation to award is brought before the Board.

d) If an Alternative Solicitation Method does not include the contract to be entered into with the Authority, then the Executive Director, in consultation with the Airport Legal Counsel, shall commence negotiations with the highest ranked respondent. If the Executive Director and the highest-ranked respondent cannot agree on acceptable terms and conditions within thirty (30) days, then the Executive Director shall cease negotiations with that respondent and shall commence negotiations with the next-highest-ranked respondent. After negotiations are concluded, the Executive Director may recommend the negotiated contract to the Board for approval with the recommendation to award. The Board may award the negotiated contract to the responsible and responsive offeror, or if the Board determines that the negotiated contract recommended for approval is not in the best interest of the Authority, then it may direct the Executive Director to recommence negotiations, or it may cancel the solicitation.

6) a) **QEC.** For those solicitation methods where a QEC is used, the Executive Director shall determine whether the QEC's review of the proposals shall include an interview with the respondents. Interviews may be continued at the discretion of the Executive Director. QEC meetings constitute formal actions, which shall take place in accordance with the Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes. Airport Legal Counsel shall not serve on a QEC, but shall serve in an advisory capacity to the QEC on legal and procedural matters. The QEC shall evaluate and rank respondents according to QEC evaluation scoring and ranking guidelines, as provided by the Executive Director.

b) The Executive Director or QEC, as applicable, may request additional detail from respondents to an RFP or an Alternative Solicitation Method regarding the response. Any information provided by a respondent during the solicitation process, including without limitation information provided during the interview process, if any, shall constitute a part of the respondent's offer to the Authority. Any and all representations and proposals made by respondent vendors will remain a valid offer to the Authority until a contract is awarded or for 120 days after receipt of the initial response, whichever occurs first.

Section 6. Inadequate Responses.

1) If less than three responses to a competitive solicitation are received, the Executive Director may choose in her sole discretion to reject all bids and cancel the solicitation, to issue a new competitive solicitation for the same project, to extend the deadline for additional responses to be submitted, or to recommend to the Board that it award a contract based on Best Price or Best Value, as applicable. The Executive Director shall document the reasons that such action is in the best interest of the Airport in lieu of issuing a new competitive solicitation or extending the deadline for receipt of responses.

Section 7. Change Orders and Contract Provisions.

1) Contracts for the purchase of commodities or contractual services requiring total expenditures falling within purchasing CATEGORY FOUR may include an allowance to address cost overruns or other unforeseen circumstances that affect the cost of the Project. Executive Director has the authority to modify Contract Time, as long as the modification does not affect the Contract Price. Additionally, Executive Director has the authority to modify the cost of work under the Contract, as long as the modification does not change the Contract Price including allowances, if any.

2) All contracts for the purchase of commodities or contractual services shall include a requirement that the contractor shall comply with the Grant Assurances, regardless of whether the contract expressly sets forth such requirement.

Section 8. Unsolicited Proposals.

1) If the Authority receives an Unsolicited Proposal, the Authority may enter into an Interim Agreement, a Comprehensive Agreement and Service Contracts pursuant to the procedures set forth in Section 255.065, Florida Statutes, as it may be amended from time to time.

Section 9. Authority's Right to Reject All Bids.

1) The Authority has the absolute right to reject all bids, proposals, or replies, at any time during the procurement or protest process.

Section 10. Emergency Procurement.

1) If the Executive Director determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the Authority requires emergency action, then the Executive Director may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. The Executive Director shall take the emergency procurement to the Board at the next regularly scheduled meeting for ratification.

Section 11. Single Source Procurement.

1) Commodities or contractual services available only from a single source may be excepted from competitive solicitation requirements. When the Authority believes that commodities or contractual services are available only from a single source, the Executive Director shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days.

2) The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined by the Executive Director, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Executive Director shall enter into negotiations

with the single source vendor or contractor to obtain the best price for the Airport. For contracts meeting the dollar value thresholds for Category Three or Category Four, the Executive Director shall bring the negotiated contract to the Board for award.

Section 12. Procurement through Piggybacking.

The Authority may award contracts by Piggybacking, subject to the following limitations:

- 1) The purchase of goods or services is under contract with a federal, state or municipal government.
- 2) The government entity party to the Piggybacked Contract utilized a competitive process similar to the Authority's.
- 3) The Piggybacked Contract term is current.
- 4) The Authority accepts the terms and conditions specified within the Piggybacked Contract.
- 5) The contractor extends the terms and conditions of the contract to the Authority.
- 6) The Piggybacked Contract must have requested in its solicitation:
 - a) Disclosure of criminal background of the vendor; and
 - b) A scope of services that is applicable to the work to be performed for the Authority and/or the Airport.
- 7) The terms and conditions of the contract entered into by the Authority must be similar to the Piggybacked Contract, except that the terms and conditions may be more restrictive upon the vendor to the extent necessary to meet the specific requirements of the Authority and/or the Airport.
- 8) The government entity party to the Piggybacked Contract must have jurisdiction in the State of Florida.

Section 13. Stay of Procurements during Protests.

- 1) In the event of a timely protest pursuant to Section 15, the Airport may elect not to proceed further with the solicitation or award of the contract until a written decision with respect to the protest is made by the Executive Director as provided in Section 15.

Section 14. Condition Precedent to Civil Action to Protest

- 1) Exhaustion of the administrative remedies provided for in Sections 15 through 19 of the Procurement Code constitutes an absolute condition precedent to the filing of a civil

action against the Boca Raton Airport Authority in connection with its solicitation for or procurement of commodities or contractual services.

Section 15. Executive Director Review of Protested Solicitations and Proposed Awards.

- 1) Any actual or prospective Proposer who has a substantial interest in, and is aggrieved in connection with, a solicitation, a finding of non-responsiveness, a finding of non-responsibility, a failure to be shortlisted, the Proposer's ranking, or a proposed award of a contract, may protest by submitting a letter of protest to the Executive Director, delivered via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, with an electronic mail copy transmitted to airportauthority@bocaairport.com.
- 2) No protest shall be accepted challenging the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points in any competitive selection process.
- 3) Only solicitations falling within CATEGORY FOUR are subject to protest.
- 4) Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- 5) The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion.
- 6) If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing within ten (10) calendar days after receipt of the letter of protest, in consultation with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.

Section 16. Limitations on Protests and Appeals.

- 1) All solicitations issued pursuant to this Procurement Code shall include a requirement that an actual or prospective Proposer comply with any and all provisions of the Procurement Code, including the procedures for protest and appeal. The Airport Legal Counsel may take actions necessary to ensure compliance with the intent of this subsection.
- 2) Any actual or prospective Proposer to a competitive solicitation who has a substantial interest in, and is aggrieved in connection with, solicitation specifications or requirements must serve a letter of protest to the Executive Director, as provided in Section 15, no later than 5:00 p.m. on the seventh calendar day after the Notice of Intent to Select/Award is posted on the Authority's website.

- 3) During a Protest, including any appeal thereof, no contact regarding the selection with Authority Board members, officers, or employees, other than the Executive Director and Airport Legal Counsel, is permitted by the protestant or any intervenor(s). Such communication will result in an automatic disqualification from selection for the pending solicitation.
- 4) Protestants and intervenors may be represented by legal counsel, at their own expense.
- 5) Any Proposer to a competitive solicitation aggrieved by a finding of non-responsiveness, a finding of non-responsibility, a failure to be shortlisted, the Proposer's ranking, or a proposed award, must serve a letter of protest to the Executive Director, as provided in Section 15, no later than 5:00 p.m. on the seventh calendar day after the Authority posts the Notice of Intent to Select/Award on the Authority's website.
- 6) Any person or entity wishing to appeal the decision of the Executive Director issued pursuant to Section 15 shall deliver an appeal to the Chairperson at the office of the Authority no later than 5:00 p.m. on the seventh calendar day after the receipt or posting of such decision, whichever is earlier, with copies of the appeal being delivered via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, and via electronic mail transmitted to airportauthority@bocaairport.com.
- 7) Each letter of protest must include the following information:
 - a) The name, postal and email address, telephone number of the protesting Respondent.
 - b) The solicitation title and number;
 - c) A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, the factual and legal basis, upon which the Protest is made. The Protest shall include all supporting documentation. Any bases not detailed in the appeal will be abandoned and waived by the appellant;
 - d) A statement of the specific ruling or relief requested; and
 - e) The signature of the Respondent or an authorized agent of the Response.
- 8) Failure to protest or appeal within the timeframes set forth in this Section shall constitute an absolute waiver of the right to protest or appeal. However, the Authority reserves the right within the sole discretion of the Executive Director to extend any timeframe listed in the Policy. If timeframes are extended by the Authority, such extension shall be done in writing.

9) Once filed and received by the Authority, Protests, Request for Interventions, and Appeals may not be supplemented by the submitting party, however, the Authority may request clarification or additional information, as needed.

10) Respondents to a solicitation that is the subject of a Protest who are substantially affected by the Protest may intervene in the Protest by filing a written request for intervention via certified or registered U.S. Mail, return receipt requested, to the Authority's administrative offices, 903 NW 35th Street, Boca Raton, FL 33431, Attn: Executive Director, with an electronic mail copy transmitted to airportauthority@bocaairport.com, no later than 5:00 p.m. on the fifth calendar day after the Authority posts the Protest on its website. Documentation received after this time frame will not be considered.

11) A written Request for Intervention shall include the following information:

- a) The name, postal and email address, telephone number of the intervening Respondent.
- b) The solicitation title and number
- c) A concise statement of the manner in which the intervening Respondent is substantially affected by the Protest;
- d) A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, the factual and legal basis, upon which the Request for Intervention is made. The Request for Intervention shall include all supporting documentation. Any bases not detailed in the Request for Intervention will be abandoned and waived by the appellant.
- e) A statement of the specific ruling or relief requested; and
- f) The signature of the Respondent or an authorized agent of the Respondent.

Section 17. Administrative Appeal of Decisions by the Executive Director.

1) Appeals must include the following information:

- a) The name, postal and email addresses, telephone number of the party filing the appeal;
- b) The solicitation title and number;
- c) A concise statement, including the grounds and evidence, facts, regulations, rules, statutes, and constitutional provisions, and the factual and legal basis upon which the appeal is based. Only those matters raised in the original Protest, and any Request for Intervention related thereto, may be considered on appeal;

- d) Statement of the specific ruling or relief requested; and
 - e) Signature of the party filing the appeal or an authorized agent of the party filing the appeal.
- 2) After receipt of an appeal, the Authority in consultation with the Airport Legal Counsel shall retain a hearing officer meeting the qualifications set forth in Section 18. The hearing officer shall perform a conflict check to ensure that adjudicating the issue would not present a conflict of interest.
- 3) The Airport Legal Counsel shall compile, bind, and deliver the record on appeal to the hearing officer and the appellant. Intervenor in the appeal may purchase a copy of the record on appeal for the actual cost of duplication. The hearing officer shall work with the parties to schedule a hearing within thirty (30) days of clearance of conflicts.
- 4) Any appeal of the Executive Director's decision must be accompanied by acceptable collateral to secure the appeal pursuant to Section 17(4). Failure to deliver this collateral in full compliance with subsection 3) of this Section, by the expiration of the deadline for appeal set forth in Section 16(4) shall constitute an absolute waiver of the right to appeal.
- 5) To secure the costs and attorneys' fees incurred by the Authority in defending an appeal, the appellant shall deliver to the Authority acceptable collateral in an amount equal to the greater of
- a) \$5,000; or
 - b) 10% of the value of one year of the financial terms of appellant's bid or proposal. If the appellant's proposal involves a ground lease, then the value of one year of the financial terms is equal to the first year of base rent that is not discounted or abated.

As used herein, "acceptable collateral" means a money order, certified check, or cashier's check, payable to Boca Raton Airport Authority, or a letter of credit or appeal bond in a form acceptable to Airport Legal Counsel. The Airport Legal Counsel may require that the collateral be accompanied by documentation to ensure that the Authority's interests are protected.

- 6) The procedure for the hearing required by this article shall be:
- a) The hearing officer shall serve upon the Airport Legal Counsel, the appellant and any intervenors a notice of hearing, stating the time and place of the hearing. The notice of hearing shall be sent by email attachment, facsimile and U.S. Mail to the Airport Legal Counsel, the appellant and any intervenors. The Authority shall post a notice of the hearing date, time, and location. The hearing will be open to the public;

b) The hearing shall be conducted *de novo*, based on the record. New information will not be introduced. However, the parties have the right to present argument related to the information contained in the record. However, evidence may be taken on the costs incurred by the Authority in conducting the hearing.

c) The burden of proof shall rest with the appellant. The standard of proof shall be whether the decision was clearly erroneous, arbitrary and capricious, fraudulent, or otherwise without basis in fact or law.

d) Within fifteen (15) days from the hearing, the hearing officer shall complete and submit to the Authority and the appellant a written, final order granting or denying the appeal, which shall contain findings of fact and conclusions of law. The hearing officer shall uphold or reverse the decision giving rise to such protest but may not grant any additional, alternative, or supplemental relief in the same order. The hearing officer's written order is final, and no motion for rehearing or reconsideration may be filed.

e) If the Authority prevails, the hearing officer shall assess against the appellant reasonable costs incurred by the Authority in convening the hearing, including the costs and fees of the hearing officer. The assessment of costs shall be set forth in the hearing officer's written decision. Costs assessed by the hearing officer shall be paid by the party that filed the appeal to the Authority within ten (10) days of the rendition of the hearing officer's written decision.

f) If a protest is upheld, the Executive Director or hearing officer may grant the following relief:

1. Cancellation of the solicitation and/or contract;
2. Instruction to re-compete the solicitation.

g) In no event will a contract be automatically awarded to a protestant if the protest is upheld or to an appellant if the appeal is granted. Nothing herein shall prevent the Authority, at its sole discretion, from providing for an alternative remedy that is in the best interest of the Authority and in compliance with applicable law.

h) All hearings shall be held in Boca Raton, Florida and Florida law will apply.

i) The appellant is responsible for bringing a court reporter to the hearing before the hearing officer if the appellant would like to appeal the hearing officer's decision pursuant to Section 19.

Section 18. Hearing Officers

1) Hearing officers must be active members of the Florida Bar and must have been admitted to the Florida Bar for at least 5 years. Hearing officers must have relevant

experience in the area of law applicable to the nature of the protest, including without limitation, public procurement, public construction, or aviation.

Section 19. Appeals

1) An appeal of the Executive Director's decision pursuant to Section 17 must be concluded prior to the institution of any civil action regarding the same subject matter. Appeal from the decision of the hearing officer shall be by petition for writ of certiorari within thirty days of rendition of the hearing officer's written decision to the circuit court in accordance with the Florida Rules of Appellate Procedure and shall be based on the record established before the hearing officer.

Section 20. Procurement Code Cone of Silence

1) Any verbal or written communication between a Proposer or its representatives, employees, or agents, and the Authority or any of its members, the Executive Director, or any of Executive Director's staff, consultants, or agents, including without limitation members of QEC, regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.

2) The following exceptions apply to the cone of silence set forth in subsection (1):

a) The written response to the solicitation, including bids, proposals and letters of interest;

b) Communications expressly allowed by the solicitation, including without limitation any interviews conducted during the solicitation evaluation;

c) Any communication made pursuant to Sections 14, 15 or 16 of the Procurement Code;

d) Any communication made with Airport Legal Counsel; and

e) Any communications made on the record at a public noticed meeting of the Board.

3) Any person or entity that communicates with the Authority or any of its members, the Executive Director, or any of Executive Director's staff, consultants, or agents, regarding a solicitation during the cone of silence, and is not a Proposer at the time of such communication, but later becomes a Proposer with regard to the solicitation, shall be deemed to have violated the cone of silence.

4) Any violation of the requirements of this Section shall immediately and permanently disqualify the violator from being considered for the solicitation pursuant to which the violation occurred.

Section 21. Public Records and Sunshine Laws

- 1) Competitive Sealed Bids, Proposals and Replies are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the Executive Director awards or recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.
- 2) Prior to the expiration of the temporary exemption provided for in subsection (1), if the Authority elects to reject all bids, proposals or replies in accordance with Section 5 and concurrently expresses its intent to re-issue the Competitive Solicitation, then the Competitive Sealed Bids, Proposals or Replies that were rejected are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:
 - a) The Executive Director awards or recommends award of the reissued Competitive Solicitation;
 - b) The Authority withdraws the re-issued Competitive Solicitation; or
 - c) One (1) year passes from the date of on which the Authority provides notice of its election to reject all bids, proposals or replies.
- 3) All meetings identified as exempt under Section 286.0113, Florida Statutes:
 - a) Are exempt from the requirements of Section 286.011, Florida Statutes; and
 - b) Shall be audio or video recorded.
- 4) Recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure until the Executive Director recommends award or until thirty (30) days pass from opening the Competitive Sealed Bid, Proposal or Reply, whichever occurs first.
- 5) Prior to the expiration of the temporary exemption provided for in subsection (4), if the Authority elects to reject all bids, proposals or replies in accordance with Section 9 and concurrently expresses its intent to re-issue the Competitive Solicitation, then recordings of Exempt Meetings and public records presented during such Exempt Meetings are temporarily exempt from public records disclosure pursuant to Section 119.071, Florida Statutes, until the first to occur of the following:
 - a) The Executive Director awards or recommends award of the reissued Competitive Solicitation;
 - b) The Authority withdraws the re-issued Competitive Solicitation; or
 - c) One (1) year passes from the date on which the Authority provides notice of its election to reject all bids, proposals or replies.

Section 22. Conflict of Interest

1) BRAA has adopted a Conflict of Interest Policy found in the BRAA Employee Handbook. Employees shall comply with the Conflict of Interest Policy set forth in the BRAA Employee Handbook with respect to procurement matters. Board members shall not participate in the selection, award, or administration of a contract by BRAA if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the Board member, or his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Section 23. Advertisement.

1) All CATEGORY FOUR competitive solicitations will be advertised, as provided herein, and all hearings regarding competitive solicitations will be publicly noticed, as required by federal and state law, as applicable.

Section 24. Preference to Businesses with Drug-Free Workplaces

1) Preference shall be given to businesses with drug-free workplaces, consistent with the requirements of Section 287.087, Florida Statutes, as may be amended from time to time, whenever two or more bids, proposals, or replies are equal with respect to price, quality, and service.

2) Businesses entitled to receive drug-free workplace preference shall certify that the business has implemented a drug-free work place program, which shall have at minimum:

a) A published statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violating the prohibition;

b) Inform employees about the dangers of drug abuse in the work places, the business's policy of maintaining a drug-free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug-abuse violations;

c) Give each employee engaged in providing the bid services a copy of the statement specified herein;

d) Notify the employees working on the bid services that, as a condition of working on the project, the employee will abide by the terms of the statement and will notify the employer of any conviction of , or plea of guilty or no lo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance

law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction;

e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted;

f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the drug-free workplace program.

Section 25. Preference to Florida Businesses.

1) All contracts for the purchase of personal property through competitive solicitation shall comply with Section 287.084, Florida Statutes, Preferences to Florida Businesses, as may be amended from time to time, unless otherwise superseded by Federal law.

Section 26. Prohibited Businesses.

1) Florida law contains limitations on businesses with which public entities like the Authority may do business. The Authority shall comply with all applicable laws governing prohibited businesses, including without limitation Sections 287.133, Florida Statutes, governing businesses placed on the public entity crimes convicted vendor list, and Section 287.135, Florida Statutes, governing scrutinized companies, as those statutes may be amended from time to time. Limitations on businesses that may transact business with the Authority shall be set forth in the Authority's solicitation documents and in the Authority's contract documents.