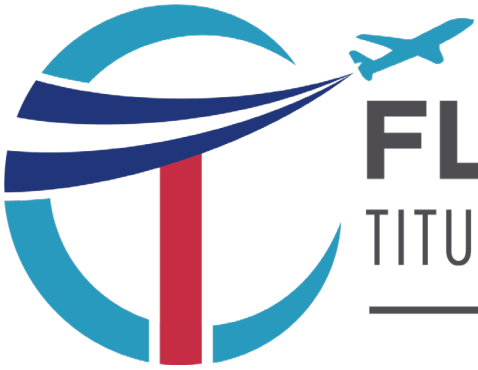


AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
 - a. October 19, 2023, Regular Meeting Minutes
- F. Action Items
 - a. Approval – Settlement Agreement and General Release between the Titusville-Cocoa Airport Authority and Wells Fargo Bank, N.A., for Unlawful Removal of Funds from TCAA Accounts by an Unknown Third Party
 - b. Approval – Grant Agreement No. C21927 between the Titusville-Cocoa Airport Authority and Space Florida for Challenger Avenue Extension Phase 1 Construction and Associated Resolution No. 00-24-01
 - c. Approval – Invoices
- G. Presentation
 - a. Ricondo and Associates and Jacobs
Overview of Proposed Master Plan for Exploration Spaceport
- H. Report: Deputy Director of Operations and Maintenance
 - a. Capital Improvement Projects Update
- I. Report: Deputy Director of Finance & Administration
 - a. Check Register
 - b. Preliminary October Financial Statements
 - c. VAC Taxi-Lane and Apron Grants Balance (Bad Debt)
- J. Report: Authority Attorney
- K. Reports: Authority Members
- L. Public Comments
- M. Adjourn



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**APPROVAL OF OCTOBER 19, 2023
REGULAR MEETING MINUTES**

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on October 19, 2023, 5 p.m., at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida, and via video conference. The following members were present: Mr. Roger Molitor, Secretary; Ms. Jessica Curry; Mr. Brad Whitmore; Mr. Al Voss; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman / Treasurer; and Mr. Mark Grainger were absent.

Call to Order

Mr. Molitor called the meeting to order and determined a quorum was present.

Pledge of Allegiance

Members and attendees recited the Pledge of Allegiance.

Approval of the Agenda

Mr. Molitor called for changes to the agenda. Mr. Daugherty requested to add invoices to Action Item 3 A that were received after the agenda packet was distributed. Mr. Molitor called for a motion to approve the agenda as presented. All voted aye. Motion passed.

Approval of Meeting Minutes:**1. September 21, 2023 – Regular Meeting**

Mr. Molitor called for motion to approve the September 21, 2023; meeting minutes as presented. Mr. Voss made the motion. Mr. Whitmore seconded the motion. Motion passed.

2. September 21, 2023 – Second Budget Hearing Minutes

Mr. Molitor called for motion to approve the September 21, 2023; meeting minutes as presented. Mr. Voss made the motion. Mr. Whitmore seconded the motion. Motion passed.

Action Items**1. Grants**

- a. Approval of FDOT Grant (FPN 454109-1-94-01) for the Runway 11-29 Rehabilitation (Design Only) & Associated Resolution at the Merritt Island Airport**

Mr. Molitor called for a motion to approve the grant as presented by Mr. Daugherty. Mr. Voss made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

2. Leases

- a. Approval of Aeronautical Lease Agreement with Space Perspective for Use of the Improvements Located at 55 Bristow Way at the Space Coast Regional Airport**

Mr. Molitor called for a motion to approve the lease as presented by Mr. Daugherty. Ms. Curry made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

- b. Approval of Nonaeronautical Ground Lease Agreement Amendment No. 2 with Space Coast Innovation Park, LLC, at the Space Coast Regional Airport.**

Mr. Molitor called for a motion to approve the ground lease amendment # 2 as presented by Mr. Daugherty. Mr. Whitmore made a motion to approve. Mr. Voss seconded the motion. Motion passed.

3. Invoices

- a. Approval of Invoices**

Mr. Daugherty gave an overview of the invoices presented. Mr. Molitor called for a motion to approve the invoices. Ms. Curry made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

Deputy Director of Operations and Maintenance Report**1. Capital Improvement Projects Update**

Mr. Hopman stated the North Corporate Hangar project at Merritt Island Airport continues to move forward.

Mr. Hopman stated the AWOS project(s) for Merritt Island Airport (COI) and Arthur Dunn Airpark (X21) are also moving forward.

The Challenger Avenue Extension Phase 1 design is continuing with the survey work stated Mr. Hopman and it is expected to be completed with design only by the end of December 2023.

Mr. Hopman stated that the TIX RWY 18/36 Rehabilitation (Design) project is well underway.

The River Fly-In Box Hangars site work is well underway with an estimated completion date of May 2024, stated Mr. Hopman.

The 321 Launch site plan has been submitted and is currently under review by the City of Titusville, stated Mr. Hopman.

Mr. Hopman stated the Valiant Air Command Center (VAC) has begun cleaning out the pond and laying sod. The major construction work is expected to begin January 2024, stated Mr. Hopman.

Mr. Hopman explained the noise complaints from Merritt Island Airport are a result of the volume of flights. The Space Coast Regional Airport noise complaints have been from the County's Mosquito Control operations, stated Mr. Hopman. Mr. Hopman stated the noise complaints from Arthur Dunn Airpark are typically from the same person regarding the flying of drones.

Mr. Hopman gave an overview of the daily operations at each airport.

Deputy Director of Finance and Administration Report

1. Check Register

Ms. Kinard presented the check register and called for any questions. There were none.

2. September Financial Statements

Ms. Kinard gave an overview of the preliminary financial statements for the month of September 2023 and called for any questions from the Board. There were none.

Authority Attorney Report

1. Wells Fargo Check Fraud Update

Mr. Bird is currently drafting the settlement offer and expects to present the document to the Authority Board members in November.

Authority Member's Report

Mr. Molitor called for any comments from the Board. There were none.

Public Comments

Mr. Molitor called for public comments. There were none.

Adjournment

Mr. Molitor adjourned the meeting at 5:33 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN/TREASURER



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**WELLS FARGO SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this “Agreement”) is entered into by and between **WELLS FARGO BANK, N.A.**, a national corporation authorized to do business in the State of Florida (“WF”), and **TITUSVILLE-COCOA AIRPORT AUTHORITY**, a Florida Body Politic and a Florida Body Corporate (“TCAA”). The parties may be hereinafter collectively referred to as the “Parties.” This Agreement shall be effective on the date of execution by the last of the parties hereto (“Effective Date”).

RECITALS:

WHEREAS, in calendar year 2022, TCAA had one or more financial accounts placed with WF (the “TCAA Accounts”); and

WHEREAS, over a span of several days in or around October 2022, a fraudulent scheme perpetrated by certain unknown third parties caused \$209,038.71 from one or more of the TCAA Accounts (the “Removed Funds”) to be wrongfully removed, usurped and secreted by said unknown third parties such that the same was no longer in the possession, custody or control of TCAA or WF; and

WHEREAS, on or about October 18, 2022, WF notified TCAA of the Removed Funds and the suspicious activities of said unknown third parties, which both TCAA and WF reported to responsible law enforcement agencies; and

WHEREAS, despite diligent efforts on the parts of both WF and TCAA, the Removed Funds could not be recovered or otherwise returned to the TCAA Accounts; and

WHEREAS, after investigation and on or about January 6, 2023, TCAA through its counsel sent a demand letter to WF requesting the return of the Removed Funds to the TCAA Accounts on the basis that, among other things, the Removed Funds represented government/taxpayer funds that TCAA had a duty to recoup as steward therefor; and

WHEREAS, in response to the January 6, 2023 letter from TCAA’s counsel, WF has denied any and all wrongdoing in relation to the Removed Funds and has cooperated with the investigation into the same (the “Dispute”);

WHEREAS, subject to the terms of this Agreement, the Parties have agreed to settle the Dispute and resolve any and all disputes between or among them which were or could have been raised in relation thereto; and

WHEREAS, because TCAA is a Florida Body Politic and a Florida Body Corporate in Brevard County, Florida, this Agreement is subject to and expressly conditioned upon approval by vote of the TCAA Board of Directors; and

WHEREAS, no party admits or otherwise concedes liability or fault in any fashion by entering into this Agreement but rather does so to amicably resolve the Dispute.

NOW THEREFORE, in consideration of the mutual covenants and promises contained

herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions which constitute full settlement of the Dispute:

1. **Recitals:** The Parties acknowledge that all of the “WHEREAS” clauses preceding section 1 are incorporated as material parts of this Agreement.

2. **Payment:** In consideration for TCAA’s execution of this Agreement, WF agrees to pay to TCAA the sum of One Hundred Eighty Thousand Dollars (\$180,000.00) (the “Payment”) within thirty (30) calendar days of an affirmative vote of approval by the TCAA Board of Directors, by delivering the same directly to TCAA at: Titusville-Cocoa Airport Authority, Attn: Christy Kinard, Finance Director, 51 Bristow Way, Titusville, FL 32780.

3. **Board Approval:** This Agreement and the obligations of the Parties herein shall be and is expressly conditioned upon an affirmative vote of the TCAA Board of Directors approving this Agreement. If the TCAA Board of Directors votes to approve this Agreement, then TCAA’s counsel will confirm such approval to WF’s counsel of the affirmative vote. If, however, TCAA Board of Directors does not approve this Agreement, then TCAA’s counsel will provide written notice of the same to WF’s counsel, and this Agreement shall be null and void in all respects, shall be treated as though it never existed and none of the terms and provisions herein shall have any force or effect.

4. **TCAA’s Release:** In consideration of the Payment and obligations related thereto as set forth in this Agreement, TCAA, together with its respective legal representatives, agents, administrators, managers, members, shareholders, directors, officers, parents, subsidiaries, affiliates, heirs, successors and assigns (jointly and severally referred to as, the “Releasers”) hereby remise, release, acquit, satisfy, and forever discharge WF, together with its legal representatives, agents, administrators, directors, officers, shareholders, employees, parents, subsidiaries, affiliates, heirs, successors and assigns (jointly and severally referred to as the “Releasees”) of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, representations, warranties, judgments, executions, claims, demands and liabilities whatsoever, whether known or unknown or suspected to exist by anyone and whether statutory, in law or in equity, which the Releasers ever had, now have or may now have against the Releasees for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement and related in any way to the Removed Funds or the Dispute, *with the sole exception of actions for the enforcement of this Agreement.*

5. **Assignment:** Each Party hereby represents and warrants to the other that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim related to the Removed Funds or the Dispute against the other Party or any portion thereof or interest therein.

6. **Voluntary Acceptance:** The Parties represent and acknowledge that (1) they have consulted with their respective attorneys prior to executing this Agreement or made an informed decision not to do so after having ample time to pursue such consultation; (2) they have carefully

read and fully understand all of the terms of this Agreement; (3) they have had ample time and opportunity to consider the terms of this Agreement; and (4) they have voluntarily entered into this Agreement.

7. **No Reliance:** The Parties represent and acknowledge that in executing this Agreement, they did not rely and have not relied upon any representation or statement made by any of the Parties or by any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, other than the promises and representations made in this Agreement.

8. **Binding Nature of Agreement:** This Agreement shall be binding upon each of the Parties and upon its/their respective heirs, successors and assigns and shall inure to the benefit of each party and to their respective heirs, successors and assigns.

9. **Governing Law and Jurisdiction:** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida without giving effect to the laws, rules or principles of the State of Florida regarding conflicts of laws. Each party agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement shall be exclusively commenced and prosecuted in the state or federal courts located in Brevard County, Florida. Each party consents and submits to the exclusive personal jurisdiction of any such court in respect of any such proceeding.

10. **Attorneys' Fees for Enforcement:** If any action is filed or initiated to enforce any of the provisions of this Agreement, the prevailing party shall, in addition to all other relief to which they are otherwise entitled, be entitled to recover all costs, expenses, and reasonable attorneys' fees, at both trial and all appellate levels, from the non-prevailing party.

11. **Interpretation:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement shall not be construed against the "drafter" of the Agreement. If any portion or provision of this Agreement (including, without implication of limitation, any portion or provision of any section of this Agreement) is legally determined to be unenforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said unenforceable portion or provision shall be deemed not to be a part of this Agreement.

12. **Modification of Agreement:** This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by all Parties. No waiver or release of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

13. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof.

14. **Headings:** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

15. **Signatures in Counterparts:** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. All counterparts combined shall constitute one and the same document.

16. **Authority:** Each Party represents that each person executing this Agreement on its behalf has been authorized to sign on behalf of the respective party and to bind it to the terms of this Agreement and that the respective Parties have the power and authority to perform their respective obligations as provided by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the dates set forth below.

WELLS FARGO BANK, N.A.

By: _____

As Its: _____

Print Name: _____

Date: _____

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

Kevin Daugherty, Director of Airports

Date: _____



**SPACE FLORIDA GRANT AGREEMENT AND
ASSOCIATED RESOLUTION 00-24-01**

**CHALLENGER AVENUE EXTENSION
PHASE 1 CONSTRUCTION**

AGREEMENT NO.: C21927
BETWEEN
SPACE FLORIDA
and
Titusville-Cocoa Airport Authority
for
GRANT FUNDING
for the
Space Coast Regional Spaceport Access Roadway

This **AGREEMENT** (“Agreement”) is entered into on [REDACTED], (the “Effective Date”) by **Space Florida** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **Titusville-Cocoa Airport Authority** (“Grantee”), a Florida company.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, SF has entered into a Financial Assistance Grant Agreement FM#437070-1-94-06 (the “FDOT Grant Agreement”) with the Florida Department of Transportation (“FDOT”) under which SF will receive a grant from FDOT of up to Three Million Four Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$3,475,250.00) to pay for a portion of the aerospace project known as “Space Coast Regional Spaceport Access Roadway” (the “Grant Project”).

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the spaceport capabilities expansion project known as Space Coast Regional Spaceport Access Roadway (the “Total Project”), consisting of common use improvement infrastructure project at the Space Coast Regional (“Spaceport”). The total estimated cost of the Total Project is Six Million Nine Hundred Fifty Thousand Five Hundred Dollars (\$6,950,500.00). Grantee will provide final completion documents and reporting in accordance with **Attachment A-Statement of Work**.

WHEREAS, Grantee has agreed to construct, own, operate, and maintain the Space Coast Regional Spaceport Access Roadway (the Project) consisting of Challenger Avenue Extension at Space Coast Regional Airport (TIX).

WHEREAS, Grantee will invest a minimum of Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000.00) in the Grant Project, of which a portion of eligible costs, up to and not to exceed Three Million Four Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$3,475,250.00), will be paid by SF via the aforementioned FDOT Grant Agreement to Grantee. Grantee intends to fund the remainder of the Total Project through other financial means.

WHEREAS, SF has determined that providing financial support to Grantee for the Grant Project is consistent with and furthers SF's purpose and mission to promote aerospace business development.

WHEREAS, SF and Grantee now desire to enter into this Agreement to describe the terms and conditions under which SF will provide financial support to Grantee for the Grant Project.

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Scope of Services, Schedule and Deliverables.
 - a. Within the scope of this Agreement, Grantee and SF shall devote commercially reasonable efforts and such time, attention and energy to the Grant Project as is required to perform its obligations hereunder.
 - b. Grantee shall provide the following scope of services: Grant Project tasks include the design and construction of a new Challenger Avenue Extension at Space Coast Regional Airport (TIX). See **Attachment A – Statement of Work**.
 - c. Grantee shall provide the following deliverables: See **Attachment A – Statement of Work**. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Project Manager, Steven Bostel, sbostel@spaceflorida.gov, with a cc to Jamie Bonjawo, Manager of Reimbursement & Government Reporting, Jbonjawo@spaceflorida.gov, and SF Contracts at contracts@spaceflorida.gov. In the event reports or other documents are required under **Attachment A – Statement of Work**, are due after the Term ending date or after termination of this Agreement for any other reason, such reporting requirements or the requirement to deliver such document shall survive.
2. Period of Performance. The term of this Agreement shall be from the Effective Date through May 15, 2026, (the "Expiration Date") unless terminated earlier in accordance with Section 6, below. In the event the Grant Project has not received a certificate of substantial completion on or before the Expiration Date, this Agreement shall expire unless extended in writing by both Parties and agreed to in writing by FDOT or unless failure to so complete is due in whole or in part to SF failing to perform expedient review and granting of necessary

permits and licenses. Unless this Agreement is extended, the cost or expense of any work performed or services provided by the Grantee after the Expiration Date will not be paid by SF.

3. Compensation.

- a. The amount paid to Grantee by SF under this Agreement shall not exceed Three Million Four Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$3,475,250.00) (“SF Funding”), unless this Agreement is amended, in writing.
- b. SF shall pay Grantee an amount equal to fifty percent (50%) of each properly prepared and approved invoice received by SF for work performed under this Agreement, up to the limit referenced in Section 3(a), above. Grantee agrees to bear all expenses in excess of SF participation and any deficits involved.
- c. Invoicing.
 - i. Invoices submitted to SF for work performed in conjunction with this Agreement shall be submitted, no more frequently than monthly, in a form acceptable to SF, and in detail sufficient for a proper pre-audit and post-audit, thereof, based on the quantifiable, measurable and verifiable deliverables. Grantee must certify on each invoice that the costs are valid, reasonable, necessary, and allowable in accordance with **Attachment A – Statement of Work**, and that the costs have been incurred prior to the date of each invoice. All invoices must comply to the requirements outlined in **Attachment A- Statement of Work**. All invoices submitted by Grantee must provide complete documentation to substantiate the costs on each invoice including but not limited to proof of payment to subcontractors and vendors, and, unless otherwise agreed to by SF, a detailed labor report in Excel. Items listed in the invoice need to have reference identifiers in the detailed backup document to include the date each expense was incurred, the amount of such expenses, and Grantee shall submit appropriate receipts and other evidence supporting the expenses. In addition, invoices must be submitted with a Certificate of Acceptance in a form which is acceptable to both parties. Administrative costs, travel and operational costs will not be reimbursed.
 - ii. All invoices shall be submitted electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc to SF Project Manager, Steven Bostel, sbostel@spaceflorida.gov, and Jamie Bonjawo, Manager, Manager of Reimbursement & Government Reporting, Jbonjawo@spaceflorida.gov.
 - iii. Each invoice shall be deemed to warrant that the invoice sets forth only the actual time spent and only the actual expenses incurred. SF shall be entitled to rely on this warranty.
 - iv. In determining the amount of the payment, SF will exclude all Grant Project costs incurred for work performed in conjunction with this Agreement (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date of this Agreement, (iii) costs which are outside of the Statement of Work for the

- Grant Project or, (iv) that exceed the actual cost incurred by Grantee and from Grantee's contractor(s) or consultant(s).
- v. Invoices submitted for expenses incurred greater than 180 days prior to the invoice submission may be rejected and not reimbursed.
 - vi. Each invoice submittal shall include a construction summary report for invoiced activities and document the progress and significant developments occurring during the invoice period including photographs, current Grant project schedule, and/or other materials evidencing progress of effort.
 - vii. A Schedule of Values must be provided with each Invoice. Invoices submitted without an updated schedule of values will be rejected. SF will review and approve each item on the Schedule of Values for FDOT funding eligibility.
 - viii. The final Grant Project invoice must be received by SF within 30 days of the Expiration Date of this Agreement. Invoices received after that date will not be paid.
 - ix. The final Grant Project invoice will not be paid until SF receives and approves all of the reports and deliverables required under Attachment A – Statement of Work identified as Grant Project Deliverables are complete. Grantee shall certify in writing on or attached to the final invoice that the Grant Project was completed in accordance with the Statement of Work and that the Grant Project is suitable for its intended purpose.
- d. Payment for the services provided under this Agreement shall be made by SF to Grantee within Thirty (30) days after SF receives the payment from FDOT under the Financial Assistance Grant Agreement for funding for the Project.
 - e. Upon completion of the work and submittal of all required project completion documents and final inspection by FDOT, the final payment will be made to SF.
 - f. Grantee shall not invoice SF for goods or services paid or to be paid by any other appropriated or grant related funded sources.
 - g. SF may elect by notice in writing not to pay one or more invoices if: any of the following occur and Grantee fails to cure such deficiency within 20 calendar days after receiving notice from Space Florida specifying the nature of the deficiency: (i) Grantee makes a misrepresentation of a material nature with respect to any document or data furnished to SF; (ii) there is then pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may jeopardize or adversely affect the Grant Project; (iii) Grantee has taken any action pertaining to the Grant Project which, under this Agreement, requires the prior approval of FDOT or SF without having been advised by FDOT or SF that same are approved; (iv) there has been any violation of the prohibited interests provisions contained herein; or (v) Grantee has been reasonably determined by SF to be in material default under any of the provisions of this Agreement.
 - h. Any funds paid by SF to Grantee in excess of the amount to which Grantee is entitled under the terms of this Agreement must be refunded to SF. The balance of

unobligated funds, if any, which have been paid by SF to Grantee under this Agreement must be refunded to SF.

- i. If Grantee fails to perform the minimum level of service required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - j. The acceptance by Grantee, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Grantee, its successors or assigns may have against SF under this Agreement.
4. Availability of Funds. All activities under or pursuant to this Agreement are subject to (i) Florida Legislative approval of FDOT's appropriation request in the work program year that the Project is scheduled to be committed, and (ii) an annual appropriation of funds by the Florida Legislature to FDOT. SF shall immediately notify the Grantee should funds become unavailable.
 5. Financial Consequences. In the event that FDOT determines that the performance of SF is unsatisfactory, FDOT has the ability to assess a "financial consequence" in the form of a non-performance retainer equivalent to 10% of a total invoice amount, and to withhold such retainage until SF resolves the deficiency. To the extent such deficiency is as a result of Grantee's performance or non-performance under this Agreement, the same "financial consequence" imposed by FDOT on SF shall be imposed by SF on Grantee. Under such circumstances, SF will notify Grantee if FDOT has determined that (i) FDOT has found Grantee's performance to be unsatisfactory, and (ii) the deficiency to be corrected, and (iii) the time-frame in which Grantee has to correct such deficiency. If the deficiency is resolved by Grantee, SF shall invoice FDOT for the non-performance retainer during the next billing period. If the deficiency is not resolved by Grantee, the funds retained by FDOT may be forfeited at the end of this Agreement.
 6. Termination.
 - a. Termination or suspension generally. SF may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or SF may terminate this Agreement in whole or in part at any time the interest of SF requires such termination.
 - (1) If SF determines that the performance of the Grantee is not satisfactory, SF shall notify the Grantee of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Grantee of the deficiency that requires correction. If the deficiency is not corrected within such time period, SF may either, (a) immediately terminate the Agreement, or (b) take whatever action is deemed appropriate by SF to correct the deficiency. In

the event SF chooses to take action and not terminate this Agreement, the Grantee shall, upon demand, promptly reimburse SF for costs and expenses incurred by SF in correcting the deficiency.

- (2) If SF terminates this Agreement, SF shall notify the Grantee of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.
 - (3) If this Agreement is terminated before the Project is completed, the Grantee shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.
- b. In the event SF's funding is reduced or terminated under Section 5, SF may by notice in writing, terminate this Agreement, in whole or in part, for convenience and without cause, at any time, and such termination shall not constitute a default by SF. In the event of partial termination, the Grantee is not excused from performance of the non-terminated balance of work under this Agreement.
 - c. Turn-over of Deliverables. Upon receipt of a notice of termination, the Grantee will (i) terminate promptly the work under this Agreement as directed by SF; (ii) verify/settle all claims by subcontractors for actual costs incurred under this Agreement that are rendered unrecoverable by such termination; and (iii) deliver to SF outstanding Deliverables in any and all stages of completion or implementation, except where retention of any deliverable is required to continue to perform work on the Project that has not been terminated by SF.
 - d. In the event of termination or suspension of this Agreement, the Grantee retains the right to continue working on the Project ("Post-Termination Work"), however, SF has no obligation to make payments to the Grantee under Section 4 of this Agreement or to obtain funding from FDOT or any other source for such Post-Termination Work.

7. Public Records.

- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) or otherwise export controlled documents or other materials prepared, developed or received by it in connection with this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction

with this Agreement, other than those specified as confidential or exempt information.

c. To the extent Grantee is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Grantee shall:

i. Keep and maintain public records required by SF to perform the services under this Agreement.

ii. Upon request from SF's custodian of public records, provide SF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Grantee does not transfer the records to SF.

iv. Upon the expiration of this Agreement, transfer, at no cost, to SF all public records in possession of Grantee or keep and maintain public records required by SF to perform the service. If Grantee transfers all public records to SF upon completion of the Agreement, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SF, upon request from SF's custodian of public records, in a format that is compatible with the information technology systems of SF.

d. If Grantee fails to provide the public records to SF within a reasonable time Grantee may be subject to penalties under Section 119.10 of the Florida Statutes.

e. **If Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Grantee's duty to provide Public Records relating to this Agreement, contact SF's Custodian of Public Records at Space Florida, 505 Odyssey Way, Suite 300, Exploration Park, FL 32899 or via telephone at 321-730-5301 or email at info@spaceflorida.gov.**

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

- a. Grantee shall defend, indemnify, and hold harmless SF, its officers, directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Grantee to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of Grantee), or damage to property to the extent attributable to the negligence or misconduct of Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.
- b. SF's limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
- c. In no event shall SF be liable to Grantee for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. SF shall not assume any liability for the acts, omissions, or negligence of Grantee, its agents, servants, employees, or subcontractors. In all instances, Grantee shall be responsible for any injury or property damage resulting from any activities conducted by Grantee.
- e. The acceptance by Grantee of the final payment from SF under this Agreement shall be a release to SF and every officer, officer, agent, employee thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the Grant Project or for any act of SF or any person relating to or affecting the Grant Project.

f. FDOT is not obligated or liable to Grantee under this Agreement.

10. Independent Contractor. Grantee is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

11. Prohibited Interests. Grantee shall not enter into any contract, subcontract, or arrangement in connection with the Grant Project or any property included or planned to be included in the Grant Project, in which any member, officer, or employee of SF during this tenure or for two (2) years thereafter has any interest, direct or indirect. Grantee shall insert in all contracts entered into in connection with the Grant Project or any property included or planned to be included in the Grant Project, and shall require its contractors, if any, to insert in each of their subcontracts the following provision:

“No member, officer, or employee of SF during this tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

12. Construction, Engineering and Inspection Services. A consultant firm, or its affiliate, that is the Engineer of Record (EOR) on a project shall be considered ineligible to compete for, and perform as, a prime consultant for Construction Engineering and Inspection (CEI) services on that same project. CEI firm shall not be the same firm as that of the Engineer of Record for the Project.

13. Subcontractors:

- a. Grantee is responsible for all services and work to be performed in connection with this Agreement.
- b. Grantee may, as appropriate and in compliance with applicable law, subcontract some or all of the performance of the Statement of Work set forth in this Agreement. Grantee shall not enter into subcontracts in which SF could be held liable to a subcontractor for any expenses or liabilities. Grantee shall defend and hold SF harmless of any liabilities incurred under any of the subcontracts entered into by Grantee. Grantee shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. Any and all such contracts that Grantee enters into under this Section shall incorporate and require each subcontractor to report on performance and account for proper use of funds provided under the contract (including the provision of audit rights of this Agreement when applicable).
- d. All work which is awarded by Grantee to a contractor or subcontractor under this Agreement shall be awarded by Grantee to a “Florida business” which is a business that: (i) has a physical business address (not a Post Office Box) located within the

State of Florida from which the subcontractor operates or performs business, and (ii) contributes to the tax-base of the State of Florida by paying either real property taxes or tangible personal property taxes in the State of Florida. Upon written request and documented justification from Grantee, SF may, in its discretion, allow minor deviations to this requirement.

14. Inspections: Grantee shall permit and shall require its contractors and subcontractors to permit SF or FDOT authorized representatives to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records and accounts pertaining to the financing and development of the Grant Project.

15. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

16. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Grantee. SF's project manager is Steven Bostel, sbostel@spaceflorida.gov, or via phone at 321-243-8558.

17. Notices.
 - a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 17.c.

 - b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

For Space Florida:

Space Florida Contracts
Steven Bostel, Spaceport Development
Program Manager

contracts@spaceflorida.gov
sbostel@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300

Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Grantee:

Kevin Daugherty
Director of Airports
kdaugherty@flyspacecoast.org

51 Bristow Way, Titusville, FL 32780

- c. Subject to Subsection 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

18. Insurance.

- a. During the term of this Agreement, the Grantee shall procure and maintain, at its expense, and require that the architect, contractor, or subcontractors for the project procure and maintain the following insurance:
 - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering “any auto”; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - ii. Commercial General Liability Insurance: a combined single limit for bodily injury and property accident of \$1,000,000 per occurrence, \$2,000,000 aggregate limit;

- iii. Worker's Compensation: statutory benefits, as required by law;
 - iv. Employer's Liability Insurance: limits of \$100,000 bodily injury by accident, \$100,000 each employee bodily injury by disease and a \$500,000 policy aggregate limit for bodily injury by disease; and
 - v. As applicable, Professional liability/errors and omissions insurance policy having minimum limits of (\$1,000,000.00), with a maximum deductible of (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Grantee's or Contractor's negligent acts, errors or omissions relating to the services performed under this Agreement.
- b. During the Term of this Agreement and prior to obtaining a certificate of occupancy, the Grantee shall procure and maintain builder's risk insurance to keep the capital improvements associated with the Project insured in an amount not less than 100% of the full replacement value.
 - c. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an "occurrence basis". The Grantee may use blanket policies to satisfy these insurance requirements.
 - d. Prior to signature of the Agreement, the Grantee shall provide SF with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the business automobile, the commercial general liability, and the workers' compensation insurance policies will not be canceled until at least thirty (30) days' prior written notice has been given to the other party. Thereafter the Grantee shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

19. Representations.

- a. Grantee has the necessary and required Federal and State authority to enter into this Agreement with SF.
- b. Neither this Agreement nor Grantee's performance of its obligations hereunder will place Grantee in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Grantee has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Grantee is delivering and/or providing to SF pursuant to this Agreement, and Grantee has full right and authority to provide and/or deliver the same to SF.

20. Materials and Data.

- a. As requested by SF, Grantee agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Grantee may possess or have under his or her control and which may have been produced prior to and including the date of termination. Grantee shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

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

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

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

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

And

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

And

Desiree Mayfield, Contract Compliance Manager
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Email: dmayfield@spaceflorida.gov

- v. Any copies of financial reporting packages, reports or other information required to be submitted to SF or FDOT under this Section 21 shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. Grantee when submitting financial reporting packages to SF or FDOT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to SF and FDOT in correspondence accompanying the reporting package.
 - vii. As a condition of receiving state financial assistance under this Agreement, Grantee shall permit FDOT, or its designee, SF, DFS or the Auditor General access to Grantee's records including financial statements, the independent auditor's working papers and Grant Project records as necessary to audit of the Grant Project. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow FDOT, or its designee, SF, DFS or the Auditor General access to such records upon request. Grantee shall ensure that the audit working papers are made available to FDOT, or its designee, SF, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by FDOT or SF.
22. Confidential Proprietary Information. Because portions of the work to be performed in conjunction with this Agreement may contain confidential, proprietary and/or trade secret information, SF and Grantee are simultaneously entering into a non-disclosure agreement, a copy of which is attached hereto as **Attachment C**, and incorporated herein in its entirety.
23. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
24. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
25. Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Adobe or DocuSign.

26. Headings. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
27. Interest of Members of, or Delegates to, Congress. No member or delegate to the Congress of the United States, or the State of Florida, shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
28. Press Releases. Each of the parties hereto agrees that they shall not issue any press releases with respect to this Agreement or prospective projects/development opportunities without the prior written consent of the other party, which such consent shall not be unreasonably withheld, conditioned or delayed.
29. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.
30. Compliance with Federal, State, and Local Laws. All provisions in this Section 29 shall be included in all contracts and agreements entered into by Grantee for the provision of goods and services under this Agreement.
 - a. Grantee shall comply with all terms and conditions of this Agreement and aforementioned FDOT Grant Agreement.
 - b. Grantee shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of age, race, sex, creed, color, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, sex, creed, color, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee, or any other party, shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvements, or similar work, Grantee, or any other party, shall post, in conspicuous places available to employees and applicants for employment for project work, notices setting forth the provisions of the nondiscrimination clause.
 - c. Grantee shall comply with all applicable Federal, State and local laws, rules and regulations.
 - d. Execution of this Agreement constitutes a certification that Grantee is in compliance with, and will require its contractors and subcontractors working on the Grant Project

- to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” in 49 C.F.R Part 29, when applicable.
- e. Grantee shall comply with subsection 20.055(5), Florida Statutes.
 - f. Grantee shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
 - g. Grantee shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
 - h. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - i. Grantee has not been placed on the Discriminatory Vendor List maintained by the Florida Department of Management Services, and Grantee shall not contract or transact business with an entity that has been placed on the discriminatory vendor list for goods or services under this Agreement.
 - j. Grantee shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - k. Grantee shall comply with all the requirements imposed by the Americans with Disabilities Act of 1991 (42 U.S.C. 12102, et. seq.) and the regulations of the Federal government issued thereunder.
 - l. Grantee agrees to ensure that Disadvantaged Business Enterprises as defined in applicable Federal and State regulations have the opportunity to participate in the performance of contracts awarded under this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts.
 - m. To the extent Grantee is performing economic development services or similar business assistance services on behalf of SF, Grantee shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.

- n. This Agreement may not be assigned by either party without the prior written consent of the other. Written consent shall not be unreasonably withheld or delayed.
- o. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- p. Grantee shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- q. By execution of this Agreement Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval for the financing hereunder.
- r. Grantee and Grantee's subcontractors working on the Grant Project shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee and Grantee's subcontractors working on the project, during the term of this Agreement.
- s. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

Space Florida:

By: _____
 Name: Denise Swanson
 Title: EVP, CFO & Corporate
 Administration Officer
 Execution Date: _____

Titusville-Cocoa Airport Authority:

By: _____
 Name: Kevin Daugherty
 Title: Director of Airports
 Execution Date: _____

ATTACHMENT A

STATEMENT OF WORK

TITUSVILLE-COCOA AIRPORT AUTHORITY

SPACE COAST SPACEPORT ACCESS ROADWAY

5. PROJECT OVERVIEW

The Space Coast Spaceport Access Roadway (“Project”) is a common use improvement infrastructure project at the Space Coast Regional (“Spaceport”). The Project consists of designing, permitting, and constructing new roadway infrastructure, utility modifications, and master stormwater facilities.

The Project will enable spaceport development by creating access to buildable lots for commercial space industry use and critical access for heavy load transportation from the Spaceport to Cape Canaveral Spaceport and local transportation networks.

6. SCOPE OF WORK

The Project includes designing and constructing a new Challenger Avenue Extension at Space Coast Regional Airport (TIX). The roadway will be located between Grissom Parkway and Perimeter Road in the general location shown below in Figure 1.



Figure 1. Site Location for the Project

7. TASKS

The following activities will be conducted in accordance with the Schedule of Values. Activities that fall within the defined scope will qualify as reimbursable activities.

7.1. The following design services will be provided:

- a) Drawings, specifications, and calculations.
- b) Environmental studies and permitting; and
- c) Surveys and geotechnical investigations.

3.2 The following construction services will be provided:

- a) Roadway construction and improvements
- b) Land clearing, excavation, fill, and grading activities;
- c) Installation of utilities.
- d) Construction of stormwater management systems such as swales, ponds, and culverts.
- e) Installation of a new traffic signal.
- f) Roadway lighting, signage, and pavement marking.

3.3 The following construction activities will include:

- a) Construction of the Grant Project per Space Florida accepted plans and specifications.
- b) Limited Construction Engineering Inspection (“CEI”) which responsibilities include:
 - 1. Providing qualified construction management for oversight, administration, inspection, and record keeper responsibilities.
 - 2. Requiring Third-party participation for required quality control, inspection services as required by the Engineer of Record including materials testing, pavement densities, soil compaction, concrete sampling, threshold inspections, surveying, code compliance, etc.
 - 3. Providing a final inspection report for the Grant Project
 - 4. Preparation of a Grant Project Summary Report upon project completion

8. DELIVERABLES

4.1 Deliverables for Design & Construction

	Deliverable	Due
(a)	Initial Schedule of Values - Use AIA Document G703 Form or similar format	Within thirty (30) days of Agreement Execution Date

(b)	Updated Schedule of Values	With every invoice submission, no more than monthly
(c)	Design Plans for Review and Approval - 30%, 60% and 90% Plans	As prepared, must be approved prior to construction start
(d)	Environmental Studies, Permits, Surveys, and any other documents prepared for construction	As prepared and issued, must be received prior to construction start
(e)	Final Design Plans	Once prepared, must be approved prior to construction start
(f)	Grant Kick Off Meeting Minutes	Within fifteen (15) days of meeting date
(h)	Quarterly Activity Report - Progress report that documents the progress of all elements of the project	No later than fifteen (15) days after the end of each quarter for the duration of the Grant Project
(h)	Grant Project Invoice Packages Package to include the following: - Construction Summary Reports that document project progress performed during the period of the invoice with photographs - Backup documentation: contractor invoices, proof of payment, and/or other materials evidencing progress of effort in accordance with the contract - Current Project Schedule	As prepared, no more than monthly
(j)	Final Inspection - Onsite inspection with FDOT and SF for Grant Project portion of work	Upon Grant Project completion, but no later than 90 days after contract end date
(k)	Final Summary Report & Package - Total Construction Cost Summary to date - Certificate of Substantial Completion - Photos approved for public release - Certification that the project was constructed in accordance with the plans and specifications as accepted by Space Florida	Upon Grant Project completion, but no later than thirty (30) days after contract end date

9. SPACE FLORIDA OVERSIGHT

Space Florida will perform the following oversight activities:

- a) Quarterly site visits by SF will be conducted during the Project construction period.

- b) Quarterly site visits by FDOT will be conducted during the Project construction period.
- c) SF will periodically audit Project execution to validate cost and technical execution per the design and construction plans.
- d) SF will attend construction kick off meetings
- e) SF will review the Company's applications for payment and accompanying data and schedules. SF shall determine the amount owed to the Company and authorize in writing, payments to the Company in such amounts; such recommendations of payment will constitute a representation to FDOT based on such observations and review, that the work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the agreement and the design and construction documents.
- f) For the Project, in addition to contractor-provided CEI services, SF will utilize a consultant for independent Limited Construction and Engineering Inspection (CEI) services to perform monthly site visits, review the records of the contractor's construction manager, and confirm that the work is progressing in accordance with the plans and specifications at no cost to the Company.

ATTACHMENT B

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number: 55.037
Award Amount: \$3,475,250.00

Specific project information for CSFA Number 55.037 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES
AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.037 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:
<https://apps.fldfs.com/fsaa/compliance.aspx>

ATTACHMENT C

**NON-DISCLOSURE AGREEMENT NO.: C21927
BETWEEN
SPACE FLORIDA
And
TITUSVILLE-COCOA AIRPORT AUTHORITY**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of [REDACTED] (the “Effective Date”) by **SPACE FLORIDA**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, the principal place of business for which is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and Titusville-Cocoa Airport Authority, (“Company”), a Florida corporation, the principal place of business for which is 51 Bristow Way, Titusville, FL 32780.

WHEREAS, the parties are discussing and negotiating a potential business relationship during which the Company may supply to Space Florida records with its proprietary business information and records related to the Space Coast Regional Spaceport Access Road project;

WHEREAS, under Section 331.326 of Florida Statutes, Space Florida is subject to Chapter 119 of Florida Statutes, the Florida public-records law, under which Space Florida must allow persons to inspect, and request copies of, all records of Space Florida unless the records are declared by statute to be either exempt or confidential and exempt from such disclosure to the public; and

WHEREAS, the Company owns, possesses, and develops or will develop certain proprietary documents, data, information, products, technology, and processes, as well as business, planning, and marketing information and strategies, including customer information, that are unique and valuable to the Company; and

WHEREAS, the parties intend to avoid, to the extent allowed by Florida law, disclosure of the Company’s proprietary information and technology; and

WHEREAS, the parties are entering into this Agreement to ensure, to the full extent allowed by the public records law, confidentiality and non-disclosure of the Company’s proprietary information.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINED TERMS.** In this Agreement the following terms have the following meanings:
 - a. *Proprietary confidential business information* means the information described in paragraph 288.075(1)(b) of Florida Statutes.

- b. *Public records law* means Chapter 119.07 of Florida Statutes, Section 331.326 of Florida Statutes, and other provisions of Florida law (if any) governing the public records of Space Florida.
 - c. *Trade secret* means information described in subsection 688.002(4) of Florida Statutes or in paragraph 812.081(1)(f) of Florida Statutes, or in both.
- 2. **Condition Precedent and Company’s Duty.** The Company acknowledges the requirement under sections 688.002 and 812.081 of Florida Statutes and related judicial opinions for the Company to identify and label the trade-secret portions of its documents and other information *before* delivery of such trade secrets to Space Florida. The Company acknowledges *Sevro Corporation v. Florida Department of Environmental Protection*, 839 So.2d 781 (Fla. 1DCA 2003) and *Cubic Transportation Systems v. Miami-Dade County*, 899 So.2d 453 (Fla. 3DCA 2005), holding that the identification and labeling of trade secrets are a condition precedent to trade secrets being treated as confidential and exempt from the public records law.
- 3. **Space Florida’s Duty.** If and to the extent the Company complies with the condition precedent in Paragraph 2 and delivers its documents and other information with accurate and unambiguous identification and labeling of the portions that are deemed by the Company to be trade secrets and proprietary confidential business information, then Space Florida will treat the identified trade secrets and proprietary confidential business information as confidential and exempt under the public records law from public disclosure, inspection, and copying.
- 4. **Confidential Plans, Intentions, and Interest.** If as contemplated by Section 288.075 of Florida Statutes the Company requests or has requested in writing that Space Florida maintain confidentiality of information concerning the Company’s plans, intentions, and interests, then pursuant to subsections 288.075(2), (3), and (4) of Florida Statutes Space Florida shall treat (i) the Company’s plans, intentions, and interests, (ii) the Company’s trade secrets, and (iii) the Company’s proprietary confidential business information all as confidential and exempt under the public records law from public disclosure, inspection, and copying.
- 5. **Litigation and Indemnification.**
 - a. The Company acknowledges that Space Florida is an “agency” under the public records law. Space Florida may be subject to statutory fines and penalties, including potentially an award to a plaintiff of its costs and attorney’s fees, if Space Florida is found to have withheld public records wrongfully. If litigation is initiated by a party which Space Florida has denied the Company’s trade secrets, proprietary confidential business information, or records of the Company’s plans, intentions and interests, Space Florida shall notify the Company immediately. If and to the extent the Company wants its records protected from disclosure, inspection, and copying under the public records law, the Company shall defend the litigation at no cost to Space Florida. The Company shall indemnify and hold harmless Space Florida and its officers, directors, and employees from and against all claims, damages, losses, and expenses, including attorneys’ fees (both incurred

by Space Florida or awarded against Space Florida for the plaintiff), court costs, the fees and charges of other professionals, and the costs of mediation, arbitration, or other dispute-resolution proceedings in connection with Space Florida denying a party the right to inspect and obtain copies of the Company's records.

- b. The Company shall be entitled to equitable remedies against Space Florida for breach of this Agreement, including injunction without the need to show irreparable harm, mandamus, and other equitable remedies. However, the Company waives hereby its right, if any, to monetary damages of any kind, whether direct, indirect, consequential, punitive, or loss of profit or revenue, for breach of this Agreement.
6. **Sovereign Immunity.** Space Florida's obligations to Company are subject to the limitations of liability as provided in Section 768.28 of the Florida Statutes, as amended from time to time, and nothing in this Agreement shall act as a waiver of Space Florida's entitlement to sovereign immunity as a matter of statutory and common laws.
7. **Governing Law; Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for a dispute between the parties under or relating to this Agreement shall be exclusively in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in Brevard County, Florida.
8. **Term.** The Term of this Agreement shall be consistent with Agreement C21927 between the parties.
9. **Notices.** Notices under this Agreement must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile or email is also permitted provided it is followed by delivery via one of methods (1)-(3) above. Delivery via facsimile or email shall not be deemed to have been received until such delivery pursuant to clauses (1)-(3) has occurred. Notices shall be addressed to the following:

For Space Florida:

Space Florida Contracts
Howard Haug, EVP, Chief Investment Officer
& Treasurer
Steven Bostel, Spaceport Development
Program Manager

contracts@spaceflorida.gov
hhaug@spaceflorida.gov
sbostel@spaceflorida.gov

Space Florida
505 Odyssey Way
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For the Company:

Kevin Daugherty
Director of Airports
kdaugherty@flyspacecost.org
Phone:
51 Bristow Way, Titusville, FL 32780

10. **Ownership of Proprietary Information.** Proprietary Information as defined in 1.(a), (b), and (c), shall remain the property of the originating party. Neither this Agreement, nor the disclosure of Proprietary Information, shall be construed as granting any right or license under any inventions, patents, copyrights, or the like, now or hereafter owned or controlled by either party. Any such disclosure shall not constitute the infringement of any patent or other rights of others. No warranty of accuracy or completeness of any Proprietary Information is provided herein.
11. **Compliance with Federal, State, and Local Laws.** The parties shall comply with all Federal, State and local laws, including all statutes and regulations governing the export of technical data.
12. **Independent Contractor.** Company is and shall remain an independent contractor and not an employee of Space Florida. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party.
13. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.
14. **Modification; Waiver.** No provisions of this Agreement may be modified, waived, or discharged unless that modification, waiver or discharge is agreed to in a writing signed by both parties. No waiver, by either party, or any breach of this Agreement, by the other party, will constitute a waiver of any other breach occurring at the same time, or before, or after.
15. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
16. **Electronic Signature.** The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement “electronic signature” includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements and understanding related thereto and may not be changed or modified orally, but only by an instrument in writing signed by both parties.

Authorized parties are signing this Agreement on the Execution Dates below.

Space Florida:

Titusville-Cocoa Airport Authority:

Denise Swanson, EVP, CFO &
Corporate Administration Officer

Execution Date

Execution Date

RESOLUTION NO. 00-24-01

A RESOLUTION APPROVING A SPACE FLORIDA GRANT AGREEMENT (GRANT AGREEMENT NO. C21927) FOR CHALLENGER AVENUE EXTENSION PHASE 1 CONSTRUCTION AT SPACE COAST REGIONAL AIRPORT.

WHEREAS, on November 16, 2023, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-01, which approved Space Florida Grant Agreement (Grant Agreement No. C21927) for construction of Challenger Avenue Extension Phase 1 at Space Coast Regional Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Space Florida Grant and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 16th day of November 2023.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

John Craig
Chairman

Kevin Daugherty, AAE
Director of Airports

Approved as to form and legality:

Adam Bird
Airport Attorney

Project Invoice Summary



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —



The following invoices are presented to the Board for approval at the Regular Board Meeting being held November 16, 2023:

Arthur Dunn Airport

X21 – AWOS Replacement Design, Bidding & Construction Services

AVCON – Pay App #11 – (1/1/23 – 8/31/23) – **\$2,158.60**

X21 – AWOS Replacement Design, Bidding & Construction Services

AVCON – Pay App #12 – (9/1/23 – 9/30/23) – **\$2,095.28**

X21 – AWOS Replacement Design, Bidding & Construction Services

Trinity Electrical Services, Inc. – (through 10/25/2023) - **\$112,173.66**

Merritt Island Airport

COI – Corporate Hangar (Grainger 50/50)

C & D Construction – Pay App #6 – (9/26/2023 – 10/25/2023) - **\$74,195.00**

COI – AWOS Replacement Design, Bidding & Construction Services

AVCON – Pay App #10 – (1/1/2023 – 8/31/2023) - **\$3,234.07**

AVCON – Pay App #11 – (9/1/2023 – 9/30/2023) - **\$9,922.25**

COI – AWOS Replacement Design, Bidding & Construction Services

Trinity Electrical Services, Inc. – (through 10/25/2023) - **\$103,137.40**

John Craig, Chairman

Roger Molitor, Secretary



RICONDO & ASSOCIATES AND JACOBS

**OVERVIEW OF PROPOSED MASTER PLAN FOR
EXPLORATION SPACEPORT**

Airport Project Updates



Legacy Projects

- COI Corporate Hangar

FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

PROJECT: CORPORATE HANGAR – MERRITT ISLAND AIRPORT

BUDGET: \$700K (\$0 LOCAL MATCH)

CURRENT STATUS: **Construction ongoing**

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



FLY SPACE COAST
AUTHORITY

Airport Project Updates

New Projects

- X21 AWOS
- COI AWOS
- Challenger Extension Design
- TIX 18/36 Rehab Design



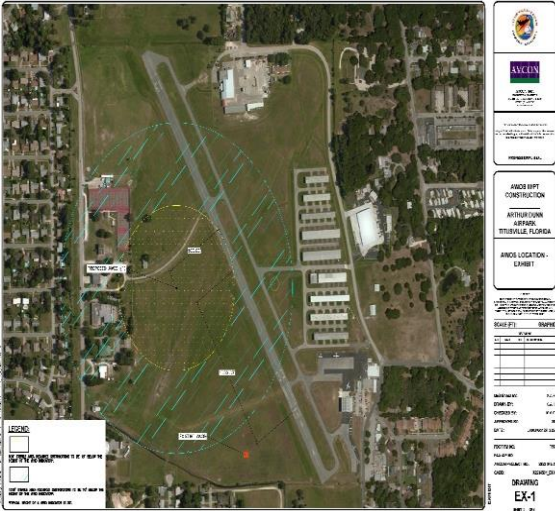
FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY

PROJECT: Automated Weather Observation System (AWOS) Replacement – Arthur Dunn Airpark

BUDGET: \$365,000 (80/20 FDOT Grant)

CURRENT STATUS: Materials being delivered

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Construction will commence upon award of bid. Equipment procurement is taking 6+ months from date of purchase.



PROJECT: Challenger Avenue Extension Design

BUDGET: \$460,000 (100% NBEDZ Grant)

CURRENT STATUS: Survey work continues; pre-application meeting scheduled with City of Titusville on November 14

SCHEDULE: Completion expected by December 2023

FLY SPACE COAST
AUTHORITY



PROJECT: TIX RWY 18/36 Rehabilitation (Design)

BUDGET: \$806,000 (90% FAA, 8% FDOT, 2% Local)

CURRENT STATUS: Geotech and drainage survey work ongoing

SCHEDULE: Completion expected by May 2024 with construction bids going out in March of 2024



Private Development Projects

River Fly-In Box Hangars – sitework continuing, expect project completion May 2024

321 Launch – going thru site plan approval with CoT

Space Coast Innovation Park- Phase I site plan approved by CoT, anticipating a Q1 2024 groundbreaking

VAC Event Center – major construction expected to start January 2024

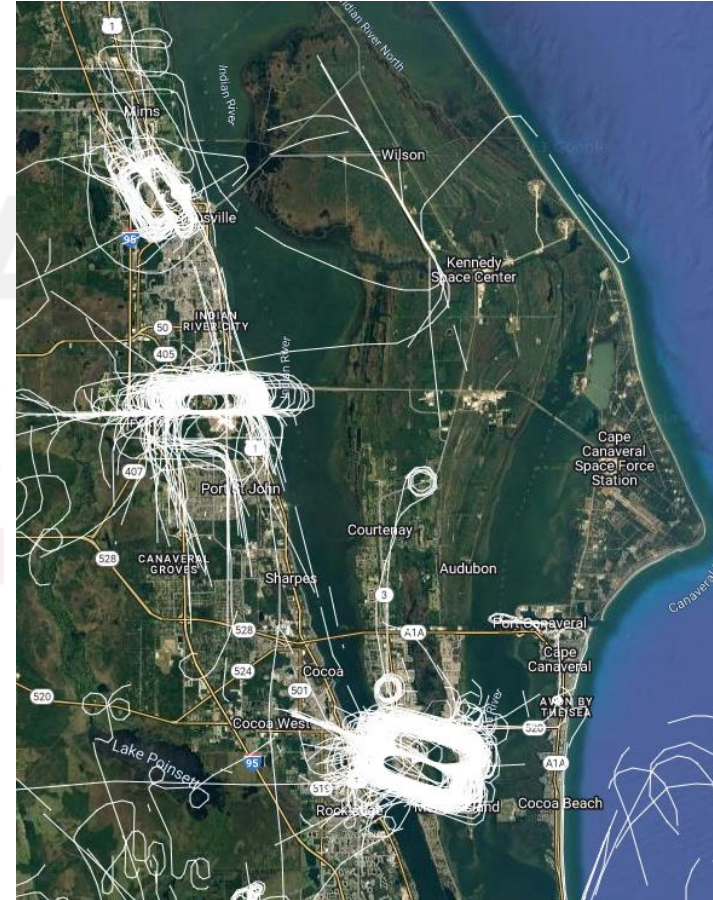


Airport Noise Complaints

X21 - 6

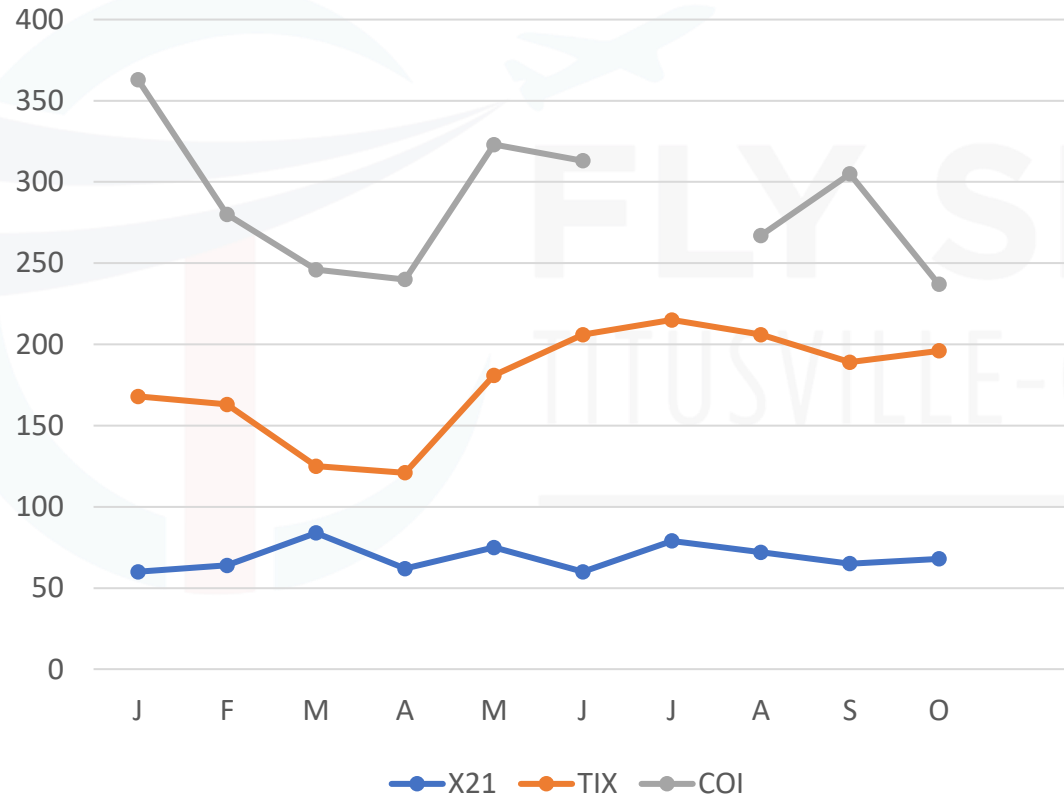
TIX – 5 (mosquito control)

COI – 4 (traffic volume)



October 2023 Average Daily Operations

2023 Operations



X21 - 68

TIX - 196

COI - 237

*Data collected by VirTower



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

OCTOBER 2023 CHECK REGISTER

TITUSVILLE COCOA AIRPORT AUTHORITY
Bill Payments for All Vendors

October 2023

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	5566	10/06/2023	2,599.13
AT&T	Bill Pmt -Check	5567	10/06/2023	451.51
AT&T Business	Bill Pmt -Check	5568	10/06/2023	1,648.74
AT&T Internet	Bill Pmt -Check	5569	10/06/2023	53.50
AVCON	Bill Pmt -Check	5570	10/06/2023	9,500.00
Brevard Uniform Co	Bill Pmt -Check	5571	10/06/2023	170.40
Brown & Brown Insurance	Bill Pmt -Check	5572	10/06/2023	284,760.80
C & D Construction, Inc	Bill Pmt -Check	5573	10/06/2023	52,060.00
City Of Titusville	Bill Pmt -Check	5574	10/06/2023	753.74
Department of Environmental Protection	Bill Pmt -Check	5575	10/06/2023	45.00
Dish	Bill Pmt -Check	5576	10/06/2023	75.09
Faster Than Sound, Inc	Bill Pmt -Check	5577	10/06/2023	1,780.00
Florida Alarm & Security Technologies	Bill Pmt -Check	5578	10/06/2023	18.00
FPL	Bill Pmt -Check	5579	10/06/2023	1,099.07
Lacy's Lock	Bill Pmt -Check	5580	10/06/2023	106.00
LOWE'S	Bill Pmt -Check	5581	10/06/2023	265.13
Nix Pest Management	Bill Pmt -Check	5582	10/06/2023	256.00
Parks CDJR of Titusville	Bill Pmt -Check	5583	10/06/2023	103.90
Preferred Governmental Insurance Trust	Bill Pmt -Check	5584	10/06/2023	3,777.50
RICONDO	Bill Pmt -Check	5585	10/06/2023	35,133.31
RICONDO	Bill Pmt -Check	5586	10/06/2023	101,818.17
RICONDO	Bill Pmt -Check	5587	10/06/2023	16,627.41
Robertson's Lawns Inc	Bill Pmt -Check	5588	10/06/2023	1,000.00
Safety-Kleen Systems, Inc	Bill Pmt -Check	5589	10/06/2023	457.00
Southeast Services of CFL Inc.	Bill Pmt -Check	5590	10/06/2023	95.00
Staples	Bill Pmt -Check	5591	10/06/2023	594.76
Spacecom - Global Spaceport Alliance	Bill Pmt -Check	5592	10/06/2023	1,750.00
T's Handyman Service	Bill Pmt -Check	5593	10/06/2023	950.00
Watkins Oil	Bill Pmt -Check	5594	10/06/2023	2,641.00
David Webb	Bill Pmt -Check	5595	10/06/2023	92.84
William Carroll	Bill Pmt -Check	5596	10/06/2023	25.00
Brad Reinhart	Bill Pmt -Check	5597	10/06/2023	25.00
Mission Square - 303301	Bill Pmt -Check	5598	10/20/2023	300.00
Standard Insurance Company	Bill Pmt -Check	5599	10/20/2023	739.88
Davis Vision	Bill Pmt -Check	5600	10/20/2023	89.37
Board of County Commissioners	Bill Pmt -Check	5601	10/20/2023	16,952.37
Amazon Capital services	Bill Pmt -Check	5602	10/20/2023	564.66
AVCON	Bill Pmt -Check	5603	10/20/2023	3,193.80
AVCON	Bill Pmt -Check	5604	10/20/2023	157,728.10
AVCON	Bill Pmt -Check	5605	10/20/2023	4,253.88
AVCON	Bill Pmt -Check	5606	10/20/2023	19,750.00
AVCON	Bill Pmt -Check	5607	10/20/2023	9,431.25
Brevard Uniform Co	Bill Pmt -Check	5608	10/20/2023	85.20
CARR, RIGGS & INGRAM	Bill Pmt -Check	5609	10/20/2023	3,750.00
City of Cocoa	Bill Pmt -Check	5610	10/20/2023	214.61

TITUSVILLE COCOA AIRPORT AUTHORITY
Bill Payments for All Vendors

October 2023

Culligan	Bill Pmt -Check	5611	10/20/2023	62.50
FedEx	Bill Pmt -Check	5612	10/20/2023	42.51
Florida Coast Equipment	Bill Pmt -Check	5613	10/20/2023	388.42
Florida Dept of Economic Opportunity	Bill Pmt -Check	5614	10/20/2023	175.00
FPL	Bill Pmt -Check	5615	10/20/2023	505.59
FPL	Bill Pmt -Check	5616	10/20/2023	1,902.72
FPL	Bill Pmt -Check	5617	10/20/2023	3,598.47
FPL	Bill Pmt -Check	5618	10/20/2023	589.35
FPL	Bill Pmt -Check	5619	10/20/2023	485.35
FPL	Bill Pmt -Check	5620	10/20/2023	772.26
FPL	Bill Pmt -Check	5621	10/20/2023	1,802.19
Hangar Door Specialists, Inc	Bill Pmt -Check	5622	10/20/2023	8,586.00
Home Depot Credit Services	Bill Pmt -Check	5623	10/20/2023	567.65
Lacy's Lock	Bill Pmt -Check	5624	10/20/2023	80.00
State of South Carolina	Bill Pmt -Check	5625	10/20/2023	788.00
Southeast Services of CFL Inc.	Bill Pmt -Check	5626	10/20/2023	2,203.76
Southern Janitor Supply	Bill Pmt -Check	5627	10/20/2023	805.61
T's Handyman Service	Bill Pmt -Check	5628	10/20/2023	2,250.00
TCAA Petty Cash	Bill Pmt -Check	5629	10/20/2023	149.45
Voyager Aviation International	Bill Pmt -Check	5630	10/20/2023	170.00
Watkins Oil	Bill Pmt -Check	5631	10/20/2023	3,191.81
Whitebird Attorneys at Law	Bill Pmt -Check	5632	10/20/2023	2,279.00
Windstream	Bill Pmt -Check	5633	10/20/2023	1,259.86
Valiant Air Command	Bill Pmt -Check	5634	10/20/2023	42,067.74
Maria Byrd	Bill Pmt -Check	5635	10/20/2023	251.28
	Total			812,760.64



OCTOBER 2023 PRELIMINARY FINANCIAL STATEMENTS

Titusville-Cocoa Airport Authority, Florida
PRELIMINARY FINANCIAL STATEMENTS
10/31/2023

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	10/31/2023	Unaudited 9/30/2023
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,400,833	\$ 1,609,698
Restricted cash and cash equivalents	257,517	255,953
Accounts receivable	213,870	233,499
Reserve for Bad Debt	(45,994)	(45,994)
Leases receivable	240,319	240,319
Due from other governments	1,072,726	1,083,928
Prepaid expenses	265,245	32,961
Total current assets	3,404,516	3,410,364
Noncurrent capital assets		
Land	10,341,428	10,341,428
Buildings and improvements	36,314,927	36,314,927
Runways and lighting	48,358,945	48,358,945
Furniture, fixtures, and equipment	3,357,662	3,357,662
Vehicles	1,261,416	1,261,416
Construction in process	4,435,839	4,099,464
Accumulated depreciation	(37,587,173)	(37,371,245)
Lease receivables	4,487,433	4,487,433
Total noncurrent capital assets	70,970,477	70,850,030
Total assets	\$ 74,374,993	\$ 74,260,394
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions	\$ 272,270	\$ 272,270
Deferred outflow related to other post-employment benefits	5,567	5,567
Total deferred outflows of resources	\$ 277,837	\$ 277,837

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	<u>10/31/2023</u>	<u>Unaudited 9/30/2023</u>
LIABILITIES		
Current liabilities		
Accounts payable	\$ 567,450	\$ 326,901
Retainage payable	128,872	99,139
Accrued expenses and other liabilities	160,123	490,041
Truist - Line of Credit	299,094	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	257,517	255,953
Unearned revenue	75,227	102,110
Compensated absences	77,767	77,767
Total current liabilities	<u>1,806,050</u>	<u>1,901,006</u>
Noncurrent liabilities		
Note payable - USATS Bldg 1	480,000	480,000
Net pension liabilities	1,069,387	1,069,387
Other post-employment benefits liability	16,954	16,951
Total noncurrent liabilities	<u>1,566,341</u>	<u>1,566,338</u>
Total liabilities	<u>\$ 3,372,391</u>	<u>\$ 3,467,344</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	198,131	198,131
Deferred inflows of leases	\$ 4,540,120	\$ 4,540,120
Total deferred inflows of resources	<u>\$ 4,738,251</u>	<u>\$ 4,738,251</u>
NET POSITION		
Net investment in capital assets	\$ 65,096,689	\$ 64,900,355
Restricted for airport improvements	995,081	995,081
Unrestricted	450,417	437,198
Total net position	<u>\$ 66,542,188</u>	<u>\$ 66,332,633</u>

Titusville-Cocoa Airport Authority
Preliminary Statement of Revenues, Expenses and Changes in Net Position
For the One Month Ending October 31, 2023

	Arthur Dunn	Space Coast		TCAA Airport Authority G&A	Consolidated
		Merritt Island	Regional		
Operating revenues					
T-hangars	\$ 17,637	\$ 62,664	\$ 33,530	\$ -	\$ 113,831
Fixed base operations	7,034	16,171	11,255	-	34,460
Building, land, and other leases	8,998	27,662	63,648	56,861	157,169
Miscellaneous revenue	2,605	217	61,349	44	64,245
Total Operating Revenue	36,274	106,714	169,781	56,905	369,705
Operating expenses					
Operating and maintenance expenses					
Wages and personnel expenses	8,679	22,780	49,790	9,645	116,360
Professional services	139	139	139	-	7,440
Communications and utilities	1,568	5,398	6,919	43	16,606
Insurance	6,717	14,177	24,194	2,329	48,059
Marketing & website	-	-	-	750	1,163
Repairs and maintenance	1,218	15,366	14,152	-	32,023
Materials and supplies	536	1,014	2,702	862	6,204
Bad debt expense	-	-	-	-	-
Total operating and maintenance expenses	18,857	58,874	97,896	13,629	227,856
Non-cash operating expenses					
Depreciation	18,033	77,883	120,012	-	215,928
Total operating expenses	36,890	136,757	217,908	13,629	443,784
Operating gain (loss)	(616)	(30,043)	(48,127)	43,276	(74,080)
Non-operating revenues (expenses)					
Interest income				778	778
Interest expense				(1,863)	(1,863)
Fraudulent expense				-	-
Total non-operating revenues (expenses)	-	-	-	(1,085)	(1,085)
Gain (loss) before contributions	(616)	(30,043)	(48,127)	43,276	(75,165)
Capital contributions	99,710	185,010	-	-	284,720
Change in net position	\$ 99,094	\$ 154,967	\$ (48,127)	\$ 43,276	\$ 209,555
Net position, beginning of year					66,332,633
Net position, October 31, 2023					\$ 66,542,188

TITUSVILLE COCOA AIRPORT AUTHORITY
Preliminary Profit Loss Budget Overview
October 2023

	Actual Oct '23	Budget Oct '23 - 'Sep 24	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	\$ 284,720	\$ -	
Aeronautical Revenue			
T-Hanger Leases	113,831	1,322,741	8.61%
Bldg Leases & Land Leases	125,358	1,578,000	7.94%
FBO Bldg, Land & Fuel Flowage	34,460	425,793	8.09%
Investment Fee	2,520	30,240	8.33%
Total Aeronautical Revenue	276,169	3,356,774	8.23%
Non-Aeronautical Revenue			
Bldg Leases	5,720	37,743	15.16%
Land Leases	6,318	118,455	5.33%
Storage Unit Leases	19,774	232,020	8.52%
Total Non-Aeronautical Revenue	31,812	388,218	8.19%
Misc. Income	61,723	2,859	2158.91%
Total Income	654,423	3,747,851	17.46%
Expense			
Fringe Benefits	38,016	486,327	7.82%
Operating Expenses			
Salaries & Wages	77,012	1,068,059	7.21%
Hiring Expenses	-	500	0.00%
Education & Training	1,331	17,000	7.83%
Professional Services	6,029	128,800	4.68%
Consulting Services	1,410	85,000	1.66%
Information Technology	-	6,600	0.00%
Contracted Services	5,560	36,420	15.27%
Insurance	48,058	608,403	7.90%
Office Equipment	77	9,800	0.78%
Office Services	1,057	9,600	11.01%
Memberships & Subscriptions	1,839	36,000	5.11%
Marketing	1,049	22,000	4.77%
Taxes, Permits & Fees	175	-	
Fuel Systems	3,237	38,000	8.52%
Repairs & Maintenance	26,549	344,500	7.71%
Travel	115	10,000	1.15%
Utilities	16,340	199,000	8.21%
Capital Outlay	-	321,912	0.00%
Depreciation	215,928		
Bad Debt	-	-	
Total Expense	443,784	3,427,921	12.95%
Net Ordinary Income	210,640	319,930	65.84%

TITUSVILLE COCOA AIRPORT AUTHORITY
Preliminary Profit Loss Budget Overview
October 2023

Other Income/Expense			
Other Income			
Interest Income	778	-	
Total Other Income	<u>778</u>	<u>-</u>	
Other Expense			
Development	51,655	260,000	19.87%
Contingency	-	59,930	0.00%
Interest Expense	1,863	-	
Fraudulent Expense	-	-	
Total Other Expense	<u>53,518</u>	<u>319,930</u>	<u>16.73%</u>
Net Other Income	<u>(52,741)</u>	<u>(319,930)</u>	<u>16.49%</u>
Net Income	<u>\$ 157,900</u>	<u>\$ -</u>	



**VAC TAXI-LANE & APRON GRANTS BALANCE
(BAD DEBT)**

Apron East Side VAC 50/50 grant and Taxilane/Apron East Side 80/20 grant

	Apron East Side VAC 50/50	Taxilane/Apron East Side 80/20
Expense	\$420,244.15	\$294,236.12

Total VAC 50/50 & VAC 80/20 expense:	\$714,480.27
Paid 3/24/21 - VAC 50/50	(38,922.08)
VAC Prepaid 12/1/2021	(550,000.00)
Paid 2/21/23 - VAC 50/50	(79,660.55)
Paid 2/21/23 - VAC 80/20	(5,349.98)
VAC 50/50 Grant Funding Overage	5,446.06
Balance Due from VAC	<u><u>\$45,993.72</u></u>