

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Correspondence of Note
- F. Approval of Minutes
 - a. November 16, 2023, Regular Meeting Minutes
- G. Action Items
 - a. Approval – Proposed 2024 Board Meeting Schedule
 - b. Election – Airport Authority Board of Directors Officers
 - c. Approval - Acceptance of Grant Funding from FDOT for the Design of the Northeast Hangar Complex at Space Coast Regional Airport and Associated Resolution No. 00-24-02
 - d. Approval - Acceptance of Grant Funding from Space Florida for Construction of Challenger Avenue Extension Phase I at Space Coast Regional Airport and Associated Resolution No. 1-24-03
 - e. Approval – License Agreement between the Titusville-Cocoa Airport Authority and Indian River Honey Company, LLC
 - f. Approval – Invoices
 - i. November 2023
 - ii. December 2023
- H. Report: Deputy Director of Operations and Maintenance
 - a. Capital Improvement Projects Update
- I. Report: Deputy Director of Finance & Administration
 - a. Check Register
 - i. November 2023
 - ii. December 2023
 - b. Preliminary Financial Statements
 - i. November 2023
 - ii. December 2023
- J. Report: Authority Attorney
- K. Reports: Authority Members
- L. Public Comment
- M. Adjourn



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

Correspondence of Note

- a) **Women in Aviation Space Coast Chapter**
- b) **Space Coast Innovation Park (SCIP)
Quarterly Report**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

Correspondence of Note



Dear Kevin,

December 2023

The Central Florida Chapter of Women in Aviation International would like to thank you for all your help with finding us spaces to host our meetings and events/activities! No matter our need, you are always so kind and supportive, and we are so grateful.

It's because of you that we'll be able to achieve our goal of providing more support to women and girls interested in aviation and aerospace on the Space Coast! Your support makes a huge impact on our Chapter and our community.

Sincerely,

Courtney F. Compton, MSW, President



January 12, 2024

Kevin Daugherty, AAE
Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, FL 32780

Sent via email via kdaugherty@flyspacecoast.org

RE: Quarterly update on development activities through December 31, 2023

Dear Kevin,

We had an exciting 4th quarter and are extremely happy to report moving into marketing the project.

Joint Venture Partnership

KEY Group has entered into a joint venture partnership with Hines for the development of all three phases of the project. As one of the largest real estate investors and managers in the world, Hines has more than 65 years of experience in the global industrial and logistics sector. The firm's industrial investment strategy delivers innovative and sustainably sound projects, both key factors that are critical to meeting the rapidly changing needs of companies in the aerospace and defense industry. Hines is a global real estate investment, development, and property manager. The firm was founded by Gerald D. Hines in 1957 and now operates in 30 countries. Their teams serve 790 properties totaling nearly 269 million square feet globally.

Development Activities completed and ongoing in Q4 2023:

The site plan / development permit for Phase I was approved by the City of Titusville on August 29, 2023.

Coordination with TCAA for Authority Improvements:

- Spaceport Connector Roadway between SR 407 and Airport Perimeter Roadway; TCAA has commenced coordination with Space Florida, FDOT District 5 and the North Brevard Economic Development Zone in the planning and design and was officially approved for a grant from NBEDZ and Space Florida for design and matching funds of Phase I of the roadway improvements.
- TCAA has engaged the civil engineer to design the first phase of the roadway and both SCIP and TCAA have been finalizing designs to produce the most usable and cost-efficient configuration. The design plans are currently at 60%.
- TCAA and SCIP continue to coordinate exploring additional grant options and efficient and timely paths to procurement and funding.

Marketing and Leasing Activities:

The project and Joint Venture were publicly announced at the beginning of the December and received significant coverage in multiple local, state, and national publications. The following proposals not previously reported have been under discussions under NDA:

- 1-3 building single user/private (Phase I)
- Multi building user / private (campus) (Phase II and III) 1,400,000 SF user.



Design and Approvals for PHASE II:

The concept site plans for Phase II is currently reflective of the maximization of the site and fits with feedback from Tenant interest. Alternate maximization plans and tenant-specific plans continue to be developed.

- The contract proposals for the architect, landscape architect, geotechnical and civil engineers for site plan and building design for Phase II have been procured.
- Coordination with TCAA responsive to the roadway design coordination and criteria will continue.
- Any further revisions to the current concept plan will be made pending the final design of the roadway improvements, and/or Tenant specific requirements from ongoing conversations.
- In consideration of meeting commitments from current Subtenant interest, Tenant anticipates commencing design and entitlement processes for Phase II simultaneous to groundbreaking of Phase I.

Design and Approvals for PHASE III:

The concept site plans for Phase III is currently a "test fit" for each developable portion of the site, attempting to avoid mitigation of wetlands where/when possible.

- Further site analysis regarding fill requirements for the conceptual site plans and roadway are required for commencement of design.
- Wetlands mitigation will require longer entitlement periods for most parcels in Phase III to be developed.
- Coordination with TCAA responsive to the CAE roadway design coordination and criteria will continue.
- In consideration of meeting commitments from current Subtenant interest, Tenant anticipates commencing design and entitlement processes for Phase III simultaneous to groundbreaking of Phase I.

Lease Amendment #1 and #2:

Finalized with TCAA and fully executed.

Summary:

Our ongoing efforts mirror the goals of a public private partnership with the Authority, as we continue to identify approaches in proceeding which will benefit our team, the identified end users, and the local corporate users that provide jobs and income into the local economy, as well as enhance the end goals of the Authority.

Collectively, we are excited about the future of this development and positive impact it will have on the Authority operations and the community. We thank you for your continued partnership and support.

Sincerely,

Kathleen Yonce
Managing Member
Space Coast Innovation Park



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TITUSVILLE-COCOA AIRPORT AUTHORITY

———— TIX, COI, X21 ————

Approval of Minutes

November 16, 2023, Regular Meeting

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on November 16, 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. John Craig, Chairman; Mr. Donn Mount, Vice Chairman / Treasurer; 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. Mark Grainger was absent.

Call to Order

Mr. Mount 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. Mount called for approval of the agenda. Mr. Daugherty requested the Space Florida construction grant for the Challenger Avenue Extension be removed due to last minute verbiage change within the agreement (Action Item #F b). Mr. Daugherty indicated that it will be brought back for consideration at a future meeting. Mr. Molitor made a motion to approve. Mr. Voss seconded the motion. Motion passed.

Approval of Meeting Minutes:**1. October 19, 2023 – Regular Meeting**

Mr. Mount called for motion to approve the October 19, 2023; meeting minutes as presented. Mr. Molitor made the motion. Mr. Whitmore seconded the motion. Motion passed.

Action Items**1. 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**

Attorney Bird provided an overview of the Settlement Agreement and General Release between the Airport Authority and Wells Fargo Bank.

Wells Fargo will reimburse the Authority \$180,000 of the unlawfully removed funds within thirty days of the executed document.

Mr. Mount called for a motion to approve the Settlement Agreement and General Release as presented by Attorney Bird. Mr. Molitor made a motion to approve. Mr. Voss seconded the motion. Motion passed.

2. Invoices

a. Approval of Invoices

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

Presentation

Mr. Daugherty introduced Ms. Tricia Quinn and Mr. Kevin Kuehn from Jacobs to the Board. Ms. Quinn and Mr. Kuehn provided detailed overview of the Proposed Master Plan for Exploration Spaceport.

Deputy Director of Operations and Maintenance Report

1. Capital Improvement Projects Update

Mr. Hopman stated the North Corporate Hangar project at Merritt Island Airport is moving forward.

Mr. Hopman stated the AWOS project for Merritt Island Airport (COI) is moving forward with site work.

The Challenger Avenue Extension Phase 1 design is currently at 60%. A pre-application meeting with the City of Titusville was held on November 14, 2023, to review the project and discuss any potential permitting issues.

Mr. Hopman stated that the TIX RWY 18/36 Rehabilitation (Design) project is well underway with the survey and geo-technical work ongoing. The consultant has completed a 15% conceptual design cost estimate for the project.

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

The 321 Launch site plan is working with the City of Titusville on site plan approval, stated Mr. Hopman.

Mr. Hopman stated the Valiant Air Command Center (VAC) phased drainage improvements have begun.

Mr. Hopman explained the noise complaints are typically from the amount of touch and go flights during flight training from the Merritt Island flight training students. The complaints from the Space Coast Regional Airport are due to the County's Mosquito Control operations.

Mr. Hopman also provided a report of the daily operations for each airport.

Deputy Director of Finance and Administration Report

1. Check Register

Ms. Kinard presented the check register and called for any questions. Mr. Mount asked for clarification on the recent Windstream invoice. Mr. Daugherty explained the purpose of Windstream is to provide the T-1 internet line, which supports the FAA's Mission Control equipment inside of the Air Traffic Control Tower.

2. October Financial Statements

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

3. VAC Taxilane and Apron Grants Balance

Ms. Kinard briefed the Board on the details of the Valiant Air Command (VAC) balance on the ramp project. The Board was in agreement the overage on the amount agreed by the VAC and the balance due was a result from increased costs from the beginning of the grant and completion. The Board was in agreement with the obligation of the lease improvements stated in the lease as being fulfilled and no further collection was due.

Authority Attorney Report

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

Authority Member's Report

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

Public Comments

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

Adjournment

Mr. Mount adjourned the meeting at 6:18 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN/TREASURER



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TITUSVILLE-COCOA AIRPORT AUTHORITY

———— TIX, COI, X21 ————

Approval

Proposed 2024 Board Meeting Schedule



PROPOSED 2024 BOARD MEETING SCHEDULE

Schedule "A"

January 18, 2024 – Regular Meeting
February 15, 2024 – Regular Meeting
March 21, 2024 – Regular Meeting
April 18, 2024 – Regular Meeting
May 16, 2024 – Regular Meeting
June 20, 2024– Regular Meeting
July 18, 2024 – Regular Meeting
August 15, 2024 – Regular Meeting – 5:00 PM
August 15, 2024 – First Budget Hearing – 6:00 PM
September 19, 2024 – Regular Meeting – 5:00 PM
September 19, 2024 – Second Budget Hearing – 6:00 PM
October 17, 2024– Regular Meeting
November 21, 2024 – Regular Meeting
December 19, 2024 - Regular Meeting

All Regular & Special Board Meetings & Workshops will be held at 5:00 p.m. at the Airport Authority Office located at the Space Coast Regional Airport, 355 Golden Knights Blvd., Titusville, Florida unless an alternative time is set by the Board.



PROPOSED 2024 BOARD MEETING SCHEDULE

Schedule “B”

January 18, 2024 – Regular Meeting
February 15, 2024 – Regular Meeting
March 21, 2024 – Regular Meeting
April 18, 2024 – Regular Meeting
May 16, 2024 – Regular Meeting
June 20, 2024 – Regular Meeting
July 18, 2024 – Regular Meeting
August 15, 2024 – Regular Meeting – 5:00 PM
August 15, 2024 – First Budget Hearing – 6:00 PM
September 19, 2024 – Regular Meeting – 5:00 PM
September 19, 2024 – Second Budget Hearing – 6:00 PM
October 17, 2024 – Regular Meeting
December 05, 2024 – Regular Meeting

All Regular & Special Board Meetings & Workshops will be held at 5:00 p.m. at the Airport Authority Office located at the Space Coast Regional Airport, 355 Golden Knights Blvd., Titusville, Florida unless an alternative time is set by the Board.



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TITUSVILLE-COCOA AIRPORT AUTHORITY

———— TIX, COI, X21 ————

Election

Airport Authority Board of Directors Officers



Approval

**Acceptance of Grant Funding from FDOT for the Design of
the Northeast Hangar Complex at Space Coast Regional
Airport and Associated Resolution No. 00-24-02**

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 454287-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 751000 55052000531 VF591061002001
Contract Number:	Federal Award Date:	N/A		
CFDA Number:	Agency SAM/UEI Number:			
CFDA Title:				
CSFA Number:				
CSFA Title:				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Titusville-Cocoa Airport District, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 ___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

- a. The estimated total cost of the Project is \$775,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$620,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

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

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Titusville-Cocoa Airport District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project consists of the design, permitting and preparation of Bid Documents for construction of two (2) 10,000 SF pre-engineered metal building hangars with 2,000 SF of office support space and associated sitework south of and adjacent to the northeast public use ramp. Additionally, the project will include vehicular access, parking, security fencing, drainage and stormwater permitting and treatment. Utilities, including water, sewer, electric, fire protection (sprinklers only), and communications will be designed with the project.

B. Project Location (limits, city, county, map): Space Coast Regional Airport/Titusville, FL/Brevard

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and sub-consultant fees, bid and award services, survey and geotechnical costs, permitting, material testing costs, design of drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this design project.

Environmental services include:

- Gopher Tortoise Survey
- Gopher Tortoise Relocation Permitting
- Gopher Tortoise Excavation
- Offsite Mitigation

The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



AVCON, INC.
 ENGINEERING & PLANNING
 3814 S. WINDHURST ST., SUITE 200, TITUSVILLE, FL 32797
 OFFICE: (321) 264-1122 FAX: (321) 264-1122
 LICENSED PROFESSIONAL ENGINEER IN FLORIDA
 LICENSE NO. 12000

**SPACE COAST
 REGIONAL AIRPORT
 TITUSVILLE, FLORIDA**

HANGAR EXHIBIT

NOTES:
 1. THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA PROVIDED BY OTHERS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. AVCON, INC. AND ITS SUBSIDIARIES SHALL NOT BE RESPONSIBLE FOR ANY SUCH OMISSIONS OR ERRORS.

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: OCTOBER 2023

FOOT FM NO.
FAA AIP NO.
AVCON PROJECT NO.
CADD: HANGAR EXHIBIT

**DRAWING
 EX. 1**

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454287-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$620,000.00
454287-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$155,000.00
Total Financial Assistance							\$775,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$620,000.00	\$155,000.00	\$0.00	\$775,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$620,000.00	\$155,000.00	\$0.00	\$775,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luciana Taylor

Department Grant Manager Name

Signature

Date

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

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STRATEGIC
DEVELOPMENT
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

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

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

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

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

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

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$620,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

RESOLUTION NO. 00-24-02

A RESOLUTION APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT AGREEMENT (NO. 454287-1-94-01) FOR THE DESIGN OF THE NORTHEAST HANGAR COMPLEX AT SPACE COAST REGIONAL AIRPORT.

WHEREAS, on January 18, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-02, which approved Florida Department of Transportation (FDOT) Grant Agreement (No. 454287-1-94-01) for the design of the northeast hangar complex 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 Florida Department of Transportation (FDOT) Grant and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 18th day of January 2024.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

John Craig
Chairman

Kevin Daugherty, AAE
Director of Airports

Approved as to form and legality:

Adam Bird
Airport Attorney



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

Approval

**Acceptance of Grant Funding from Space Florida for the
Construction of Challenger Avenue Extension Phase II
(Space Coast Regional Spaceport Access Road) at Space
Coast Regional Airport and Associated
Resolution No. 00-24-03**

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 construction and construction administration service of the Challenger Avenue Extension (Phase 1) 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 Bonjawa, Manager of Reimbursement & Government Reporting, Jbonjawa@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, AAE
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:

Titusville-Cocoa Airport Authority:

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

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

ATTACHMENT A

STATEMENT OF WORK

TITUSVILLE-COCOA AIRPORT AUTHORITY

SPACE COAST SPACEPORT ACCESS ROADWAY

1. 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 constructing new roadway infrastructure, utility modifications, master stormwater facilities, and construction administration.

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.

2. SCOPE OF WORK

The Project includes constructing the Challenger Avenue Extension (Phase 1) 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

3. 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.

3.2 The following construction services will be provided:

- a) Roadway construction and site improvements
- b) Site clearing, excavation, fill, and grading activities;
- c) Installation of utilities.
- d) Construction of stormwater management systems such as swales, ponds, and culverts.
- e) If required by Brevard County, installation of a new traffic signal.
- f) Roadway lighting, signage, and pavement marking.
- g) Construction Management
- h) Environmental Studies / Gopher Tortious Removal

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

4. 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 - 100% 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

5. 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 *Sepro 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. 00-24-03

A RESOLUTION APPROVING A SPACE FLORIDA GRANT AGREEMENT (NO. C21927) FOR THE CONSTRUCTION OF THE CHALLENGER AVENUE EXTENSION PHASE I (SPACE COAST REGIONAL SPACEPORT ACCESS ROADWAY) AT SPACE COAST REGIONAL AIRPORT.

WHEREAS, on January 18, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-03, which approved Space Florida Grant Agreement No. C21927 for the construction of the Challenger Avenue Extension Phase I (Space Coast Regional Spaceport Access Roadway) 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 Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 18th day of January 2024.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

John Craig
Chairman

Kevin Daugherty, AAE
Director of Airports

Approved as to form and legality:

Adam Bird
Airport Attorney



Approval

**License Agreement between the Titusville-Cocoa
Airport Authority and Indian River Honey Company LLC**



EXECUTIVE SUMMARY

LICENSE AGREEMENT BETWEEN THE TITUSVILLE-COCOA AIRPORT AUTHORITY AND INDIAN RIVER HONEY COMPANY, LLC SPACE COAST REGIONAL AIRPORT (TIX)

Introduction

Webb's Honey Inc., a tenant at Space Coast Regional Airport, was recently purchased by Nicole and Jayson Ward and is now operating as the Indian River Honey Company LLC. The Indian River Honey Company has assumed the leasehold for the property.

Term of License; Termination

This license agreement will become effective on January 18, 2024 (the "Commencement Date"), and will expire at 11:59 p.m. on the day before the first anniversary of the Commencement Date. The license agreement may be terminated by the Authority for any violation of the tenant with 30 days' written notice, and for any reason with 90 days' written notice. Furthermore, the agreement can be terminated at any time, provided that both parties agree in writing.

License Fee

The annual base license fee will be \$1,000.00. The former lease rate was \$364.79 per year. The lease rate is calculated based upon the information contained in Exhibit "A." The license fee is due and payable on the commencement date; otherwise, a penalty for late payment of 18% per annum will be applied.

Conditions

The Indian River Honey Company is solely responsible, in its own name and at its own expense, for all permits and licenses that are required to perform its operations by applicable state, local, and federal permitting and licensing agencies.

TCAA

The Authority bears no responsibility for the tenant or its operation upon execution of this license agreement.

TITUSVILLE-COCOA AIRPORT AUTHORITY REVOCABLE LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this ___ day of _____, 2024, by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, a special taxing district existing under the laws of the State of Florida, whose mailing address is 51 Bristow Way, Titusville, Florida 32780 (the "Authority") and INDIAN RIVER HONEY COMPANY, LLC, whose mailing address is 3645 Kelly Road, Mims, Florida 32754, (the "Licensee").

RECITALS

WHEREAS, the Authority is the owner and operator of the property known as Space Coast Regional Airport (TIX), which includes both aeronautical and non-aeronautical property (the "Airport"); and

WHEREAS, the Airport is subject to the requirements of various federal laws and regulations including, without limitation, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration, including specifically Order 5190.6B; and

WHEREAS, the Licensee desires to lease and temporarily utilize specified non-aeronautical portions of the Airport from the Authority for the purpose of temporary placement and maintenance of hives for a beekeeping operation (the "Temporary Permitted Use"); and

WHEREAS, the requested Temporary Permitted Use is consistent with the Authority's Comprehensive Plan, Zoning Ordinance, Airport Master Plan, and other applicable state and federal laws and, further, is in the best interest of the Authority and the Airport; and

WHEREAS, Licensee agrees to the terms and conditions of temporary use of the Airport property as specified in this Agreement, including, without limitation, the release, indemnity and hold harmless provisions, required Insurance provisions, fees, and other terms, conditions and requirements as detailed herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Authority hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Airport property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises"). This license shall include a limited right of ingress and egress to the Premises at such times as are specified herein using only the access roads specified in Section 8.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on _____, 2024 (the "Commencement Date") and shall terminate at 11:59 p.m. on the day before the first anniversary of the Commencement Date unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this Agreement, including acknowledged receipt and sufficiency of required insurance as set forth herein.

SECTION 4. NONEXCLUSIVE USE OF PREMISES.

The Authority and the Licensee agree that other Airport uses may take place concurrently with Licensee's Temporary Permitted Use of the Premises.

SECTION 5. PERMITTED USE OF PREMISES.

The Licensee may utilize the Premises SOLELY for the Temporary Permitted Use. The Licensee shall not use or permit the use of the Premises for any other purpose without a prior written amendment to this Agreement signed by the Authority.

SECTION 6. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with the Temporary Permitted Use and/or this Agreement. All such permits/licenses shall be obtained prior to Licensee's first use, and copies shall be provided to the Director of Airports. Failure to obtain said approvals and permits will render the license granted hereby null and void.

B. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting

requirements, conditions, terms or restrictions. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the Authority's approval of this Agreement. Licensee may not attempt to force or coerce the Authority to approve any temporary use of the Premises by asserting that the Authority has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory based on the Authority's approval of this Agreement and/or any agreement(s) with one or more third parties.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state and local authorities or other entities necessary to use the Premises for the Temporary Permitted Use. Further, it is expressly agreed and understood that the Authority has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any authorization granted by the Authority shall not in any way be interpreted as a waiver, modification, or grant of any state or federal agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Authority, its officers, employees and agents harmless for and from administrative, civil and criminal penalties for any violation of federal and state statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting the Authority from bringing an enforcement action to compel compliance herewith.

SECTION 7. LICENSE FEE; OTHER COSTS.

The Licensee agrees that the annual base fee for temporary use of the Premises shall be One Thousand dollars (\$1,000.00) per year. The fee is based on Exhibit "A" and is due / payable on or before the 10th of the month following execution of this Agreement. If the fee is not paid when due, payment is subject to a 18% per annum late payment fee and this Agreement shall be freely terminable at Authority's sole discretion and without recourse to Licensee. The Licensee is responsible for all taxes, fees or any other costs associated with each use.

SECTION 8. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the Director of Airports.

B. RETURN CONDITION / REPAIR OBLIGATION. The Licensee agrees to surrender / return the Premises to the Authority in the same condition as existed prior to Licensee's use. This obligation includes but is not limited to the obligation to return the Premises in a clean condition, free from garbage, trash, junk and debris. If the Premises is not returned in clean condition, the Authority shall clean the Premises and bill the Licensee. Any such bill shall be fully paid by Licensee to the Authority within ten (10) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests. Licensee acknowledges that said repair may only be

performed by Authority personnel or other authorized and qualified contractors of the Authority. In addition, Licensee acknowledges that said repair shall be in accordance with all federal, state and local public improvement standards, rules and regulations, including but not limited to public improvement standards, and when triggered, public bidding and contracting rules. If the Premises is returned with damages necessitating repair, unless otherwise agreed by the parties, the Authority shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid by Licensee within thirty (30) days of receipt. Failure to pay any bill under this section shall disqualify Licensee and its affiliates from any future use of the Premises. In addition, the Authority may pursue any legal action to recover the debt.

SECTION 10. INDEMNITY / HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants, and agrees that it will indemnify and hold harmless the Authority, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities and expenses, (as well as attorney's fees and costs, at both trial and appellate levels), including, but not limited to claims in connection with any loss of life, personal injury, (including death), or property damage, arising from, or out of, the occupancy or use of the Premises or use of any other part of the Authority's property, by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests. Notwithstanding anything to the contrary in this Agreement, the parties hereto shall retain for themselves all claims and defenses under Florida's sovereign immunity laws.

B. The parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages (including without limitation lost profits and opportunity costs).

SECTION 11. REQUIRED INSURANCES.

A. Licensee agrees to indemnify and hold the Authority harmless from all claims arising out of injury to person or property on or in relation to the Premises and/or this Agreement. Licensee agrees to and shall secure from date of occupancy, from a good and responsible insurance company doing business in Florida, adequate fire and extended insurance coverage on all of its fixtures, goods, wares, improvements in or on the Premises. The Authority shall not be liable to the Licensee and/or any individual or entity claiming through Licensee, if any, for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect) no matter how caused, it being understood that Licensee will look solely to its insurer for reimbursement. Licensee, at its sole cost and expense, shall also maintain in full force and effect during the term of this Agreement and any renewal thereof, public liability insurance in the following minimum amounts:

\$1,000,000 - single limit, per occurrence; and
\$1,000,000 - general aggregate.

Said public liability policy shall contain a stipulation that Licensee's insurer will provide thirty (30) days written notice of cancellation of such insurance to the Authority prior to cancellation. Such policy shall be carried by solvent and responsible insurance companies licensed to do business in the state where the Premises is located. At the commencement of the term of this Agreement, Licensee shall deliver to the Authority a certificate issued and executed by Licensee's insurer evidencing the insurance coverage required hereunder and naming the Authority as an additional insured. The Authority shall, at its sole cost and expense, maintain in full force and effect during the initial term of this Agreement and any renewal term: (i) fire insurance on the building of which the Premises forms a part and (ii) public liability insurance, to the extent allowed by law. Nothing in this section shall be interpreted as a waiver, expansion, modification and/or abridgement of the Authority's sovereign immunity under Florida law.

D. REJECTION / NOTICE. Authority reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Authority reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Licensee agrees to notify the Authority in writing via email within five (5) business days and to provide a copy of the non-renewal or cancellation notice or written specifics as to which coverage is no longer in compliance.

SECTION 12. TERMINATION.

This Agreement may be terminated by the Authority for any material violation hereof upon thirty (30) days' written notice to the Licensee. Separately, this Agreement may also be freely terminated by the Authority for any reason or no reason upon ninety (90) days' written notice to Licensee. This Agreement may also be terminated by mutual written agreement of the parties signed by both Licensee and Authority at any time. Regardless of how terminated, Licensee shall pay to Authority all fees to be paid pursuant to this Agreement during any time Licensee has the right to occupy the Premises regardless of whether Licensee actually does occupy the Premises during such time(s).

SECTION 13. NOTICES.

All notices required to be given hereunder shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be

sent to the parties at their respective addresses as identified below, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this section:

If to Licensee:

Indian River Honey Company, LLC
c/o Nicole A. Ward, Managing Member
3645 Kelly Road
Mims, FL 32754
Email: indianriverhoneycompany@gmail.com

INDIAN RIVER HONEY COMPANY, LLC, whose mailing address is 3645 Kelly Road, Mims, FL 32754

If to Authority:

Titusville-Cocoa Airport Authority
c/o Director of Airports
51 Bristow Way
Titusville, FL 32780
kdaugherty@flyspacecoast.org
ckinard@flyspacecoast.org

SECTION 14. NO ASSIGNMENT.

The Licensee shall not assign this Agreement and/or any part, portion or right hereof or hereunder to any person or entity without the express, written consent of Authority. Any attempt to assign this Agreement without Authority's express, written consent shall operate to automatically revoke the license granted herein, and the Agreement will be deemed terminated.

SECTION 15. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 16. AMENDMENT -MODIFICATION.

This Agreement may only be modified by a written document duly executed by the Authority and the Licensee and may not be otherwise modified. No oral modification of this Agreement shall be valid or enforceable under any circumstances.

SECTION 17. SEVERABILITY.

If any clause, section, sentence or any other portion or any part of this Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 18. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this Agreement shall be brought solely and irrevocably in any court of competent jurisdiction located in Brevard County, Florida, forsaking all other jurisdictions and venues. This Agreement shall be governed by Florida Law.

In any action arising from and/or related to this Agreement and/or the Premises, the prevailing party shall have and recover from the non-prevailing party all reasonable attorneys' fees and costs incurred including without limitation all fees and costs occurred in any appeal related thereto and/or incurred litigating entitlement to and/or amount of attorneys' fees and/or costs to be awarded.

SECTION 19. REQUIRED FEDERAL PROVISIONS.

A. ADDITIONAL CIVIL RIGHTS PROVISION. Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Licensee transfers its obligation to another, the transferee is obligated in the same manner as Licensee. This provision obligates Licensee for the period during which the Premises is used and/or possessed by Licensee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. REQUIRED CLAUSE FOR TRANSFER OF REAL PROPERTY. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

(i) Licensee for itself, its successors in interest and its assigns, as a part of the consideration for this Agreement, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said Premises and the facilities thereon and hold the same as if the Agreement had never been made or issued.

C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 — 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

WITNESS:

Licensee
Indian River Honey Company, LLC

Nicole Ward
(Print Name)

By: Nicole Ward
Nicole A. Ward, Managing Member
Date: 11/10/2024

Authority
Titusville-Cocoa Airport Authority

WITNESS:

(Print Name)

By: _____
Kevin Daugherty, AAE, Director of Airports
Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of January, 2024, by Kevin Daugherty, as Director of Airports of the Titusville-Cocoa Airport Authority, who is personally known to me OR has produced _____, as identification.

Sandra Williams
Notary Public (Signature of Notary)
Sandra Williams
Name legibly printed, typewritten or stamped

STATE OF FLORIDA
COUNTY OF _____



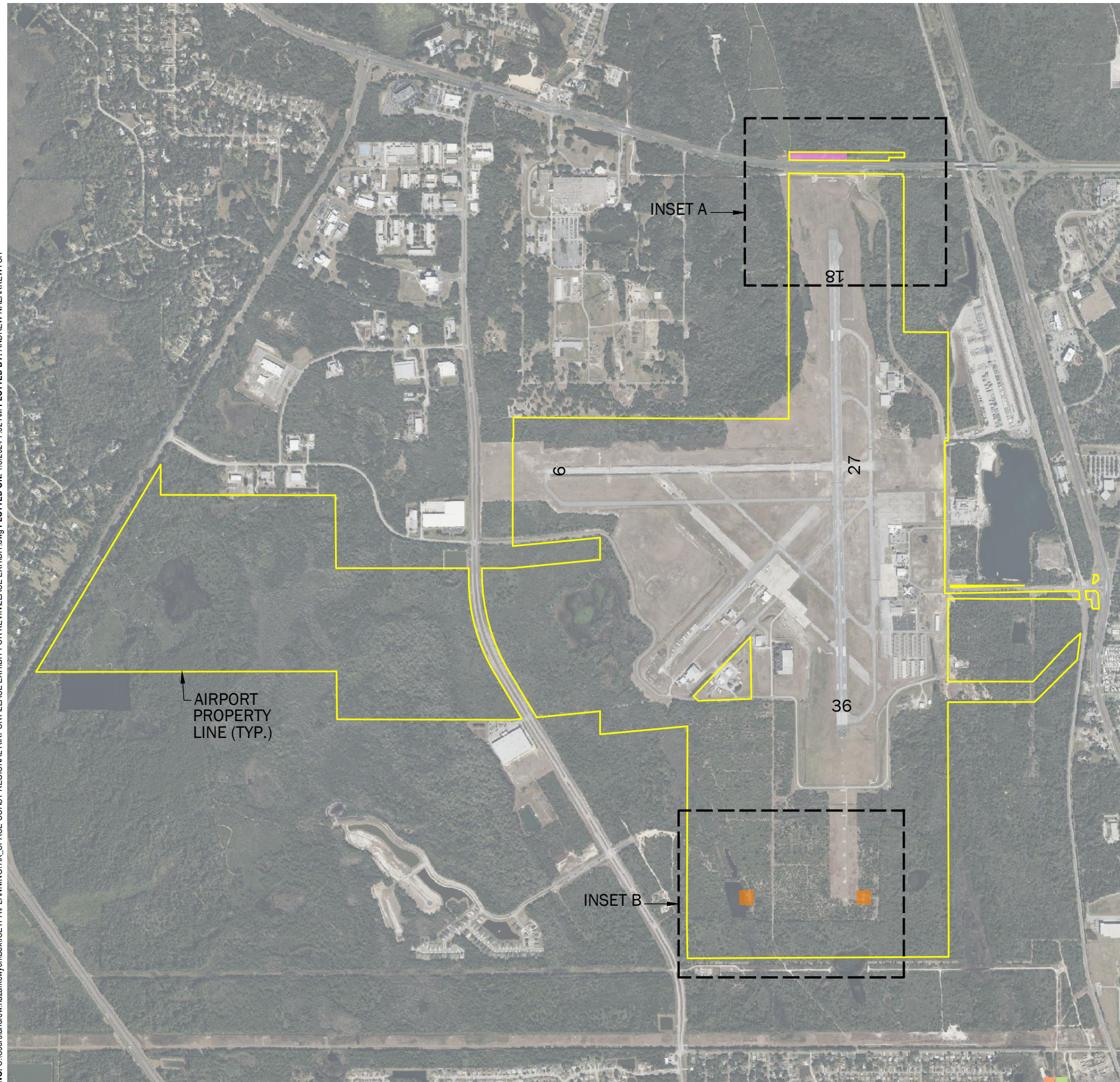
SANDRA WILLIAMS
Notary Public
State of Florida
Comm# HH237371
Expires 3/7/2026

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Nicole A. Ward as Managing Member of Indian River Honey Company, LLC who is personally known to me OR has produced _____, as identification.

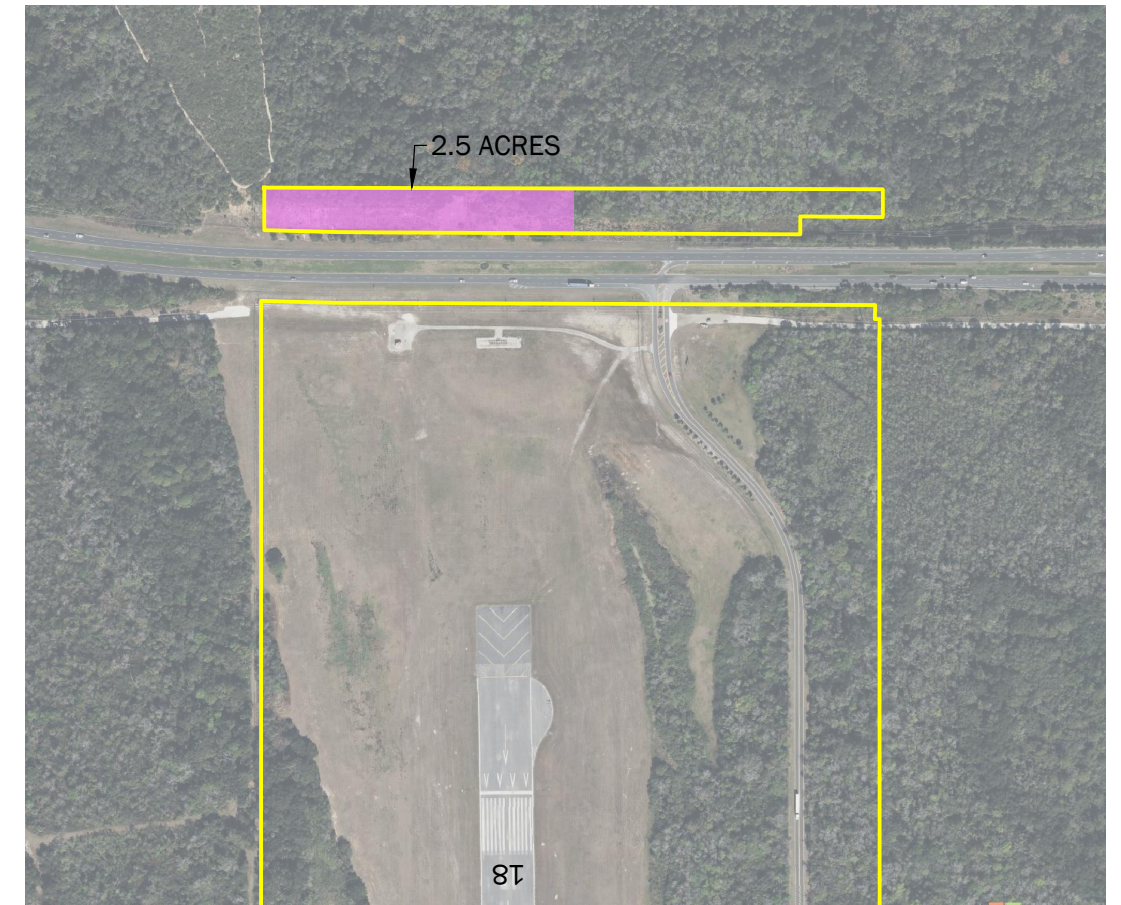
Notary Public (Signature of Notary)

Name legibly printed, typewritten or stamped

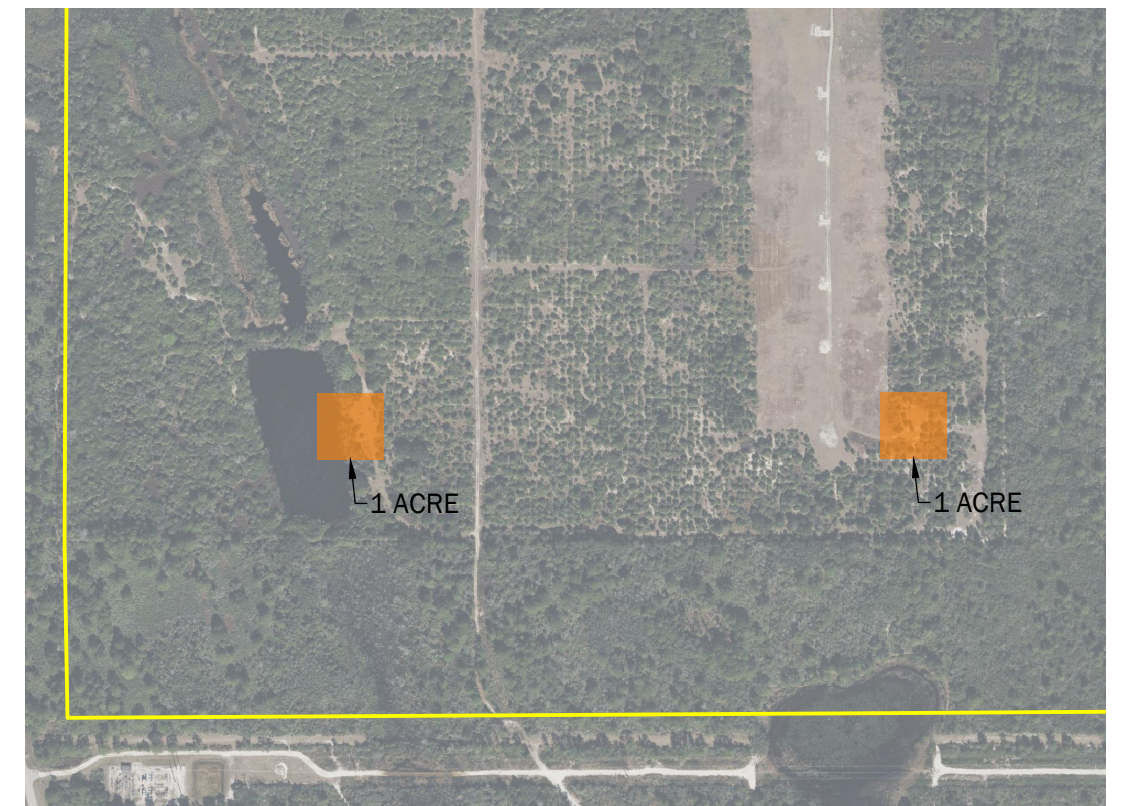
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OVERALL AIRPORT PROPERTY



INSET A



INSET B



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

Approval

Invoices

**November 2023
December 2023**



The following invoices are presented to the Board for approval at the Regular Board Meeting being held January 18, 2024:

Merritt Island Airport

COI – Corporate Hangar (Grainger 50/50)

C & D Construction – Pay App #7 – (10/26/2023 – 11/25/2023) - **\$121,913.15**

COI – AWOS Replacement Design, Bidding & Construction Services

Trinity Electrical Services, Inc. – Pay App #1 - (4/11/2023 - 10/25/2023) - **\$120,273.66 (invoice amount correction from \$103,137.40 reported last month)**

COI – North Area Security & Infrastructure

Karl Thorne Trucking & Land Clearing – Pay App #12 – (9/1/2023 – 11/29/2023) - **\$101,794.21**

Space Coast Regional

TIX – ATCT Design & Bidding

St Johns River Water Management - **\$122.50**

John Craig, Chairman

Roger Molitor, Secretary



The following invoices are presented to the Board for approval at the Regular Board Meeting being held January 18, 2024:

Merritt Island Airport

COI – Corporate Hangar (Grainger 50/50)

C & D Construction – Pay App #

COI – AWOS Replacement Design, Bidding & Construction Services

AVCON – Pay App #12 - (10/1/2023 - 10/31/2023) - **\$5,076.50**

Space Coast Regional

TIX – Runway 18-36 Design & Bidding

AVCON – Pay App #5 – (10/1/2023 – 10/31/2023) - **\$66,617.50**

Trinity Electrical Services, Inc. – Pay App #2 – (10/26/2023 – 1/09/2024) - **\$72,134.19**

Arthur Dunn

X21 – AWOS Replacement Design, Bidding & Construction Services

AVCON – Pay App #13 – (10/1/2023 – 10/31/2023) - **\$4,190.55**

John Craig, Chairman

Roger Molitor, Secretary



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

————— TIX, COI, X21 —————

Report

**Deputy Director of Operations &
Maintenance**

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: **FPL connection 5-6 weeks. Paving and fence work scheduled week of Jan 22nd**

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



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 – Merritt Island Airport

BUDGET: \$500,000 (80/20 FDOT Grant)

CURRENT STATUS: Construction starting February, waiting on power connection from FPL.

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Environmental permitting on the alternative site might take an additional 120 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% NBEZ Grant)

CURRENT STATUS: Reviewing 90% drawings

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: Working on phasing plans

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

FLY SPACE COAST

PORT AUTHORITY



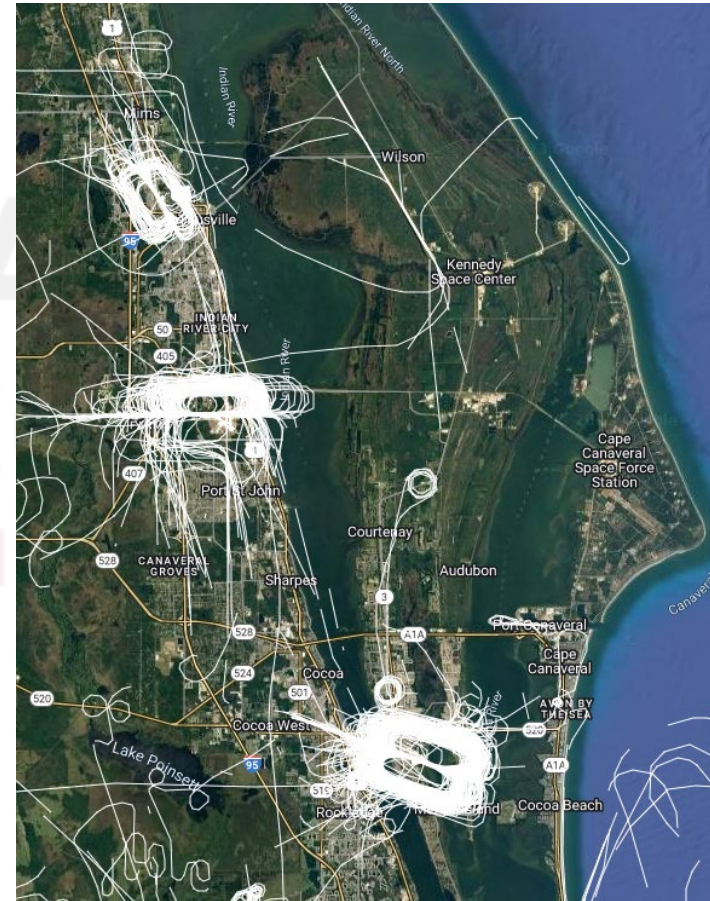
Airport Noise Complaints

November/December

X21 - 3

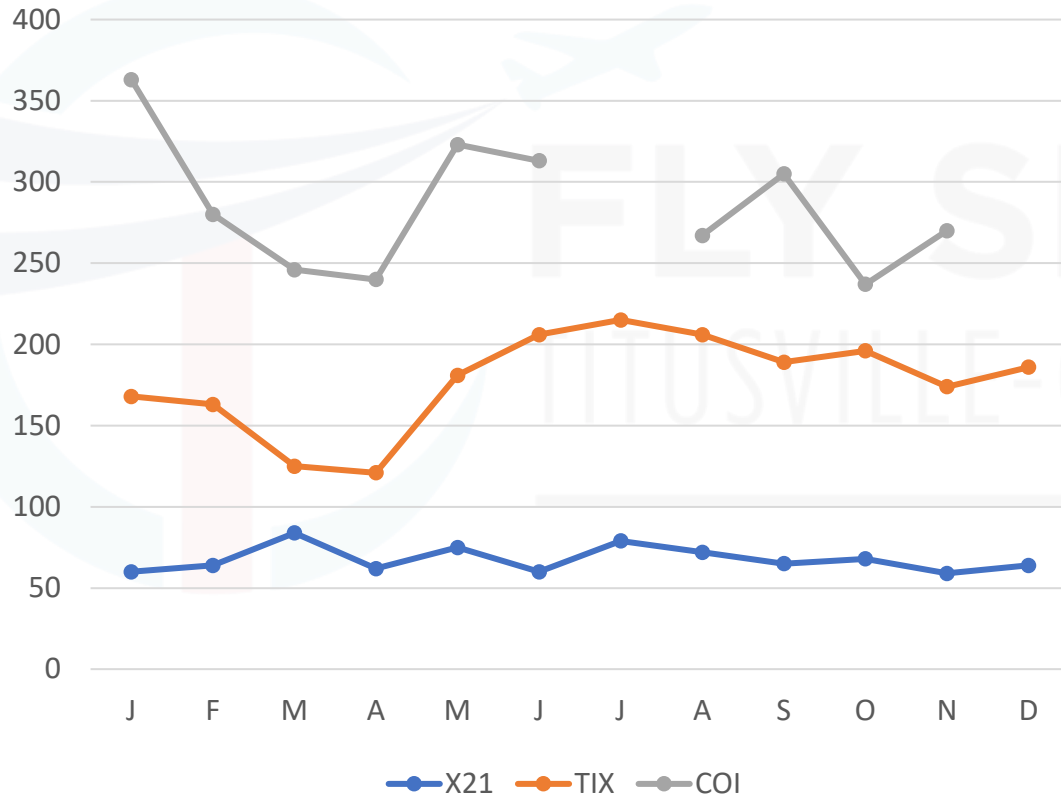
TIX - 1

COI - 8



Nov/Dec 2023 Average Daily Operations

2023 Operations



	Nov	Dec
X21	59	64
TIX	174	186
COI	270	*

Data collected by VirTower



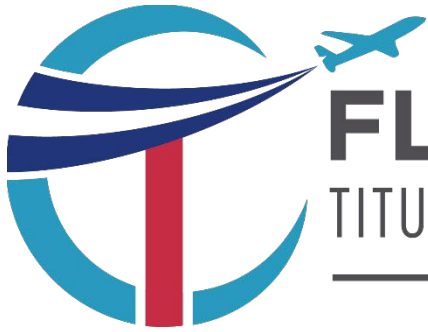
FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

———— TIX, COI, X21 ————

Report

**Deputy Director of Finance
& Administration**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

Check Register

November 2023

December 2023

TITUSVILLE COCOA AIRPORT AUTHORITY

Bill Payments for All Vendors

November 2023

Vendor	Type	Num	Date	Amount
CHLIC	Bill Pmt -Check	5636	11/03/2023	522.54
Mission Square - 303301	Bill Pmt -Check	5637	11/03/2023	50.00
ACF STANDBY SYSTEMS	Bill Pmt -Check	5638	11/03/2023	747.00
Allen Enterprises, Inc.	Bill Pmt -Check	5639	11/03/2023	221.70
Amazon Capital services	Bill Pmt -Check	5640	11/03/2023	560.31
AT&T	Bill Pmt -Check	5641	11/03/2023	1,099.56
AT&T Business	Bill Pmt -Check	5642	11/03/2023	824.37
AT&T Internet	Bill Pmt -Check	5643	11/03/2023	53.50
AT&T Mobility	Bill Pmt -Check	5644	11/03/2023	350.24
AVCON	Bill Pmt -Check	5645	11/03/2023	5,280.00
AVCON	Bill Pmt -Check	5646	11/03/2023	13,156.32
City of Cocoa	Bill Pmt -Check	5647	11/03/2023	18.32
City Of Titusville	Bill Pmt -Check	5648	11/03/2023	1,094.69
D & E Pump	Bill Pmt -Check	5649	11/03/2023	273.00
Dish	Bill Pmt -Check	5650	11/03/2023	75.10
Dynafire	Bill Pmt -Check	5651	11/03/2023	1,670.00
Faster Than Sound, Inc	Bill Pmt -Check	5652	11/03/2023	1,780.00
FPL	Bill Pmt -Check	5653	11/03/2023	1,099.07
InterFlight Global Corporation	Bill Pmt -Check	5654	11/03/2023	750.00
Metal Roof Factory, Inc	Bill Pmt -Check	5655	11/03/2023	171.75
RICONDO	Bill Pmt -Check	5656	11/03/2023	67,539.60
RICONDO	Bill Pmt -Check	5657	11/03/2023	36,309.00
RICONDO	Bill Pmt -Check	5658	11/03/2023	37,958.64
RICONDO	Bill Pmt -Check	5659	11/03/2023	88,074.94
Robertson's Lawns Inc	Bill Pmt -Check	5660	11/03/2023	1,000.00
T's Handyman Service	Bill Pmt -Check	5661	11/03/2023	4,150.00
Titusville Area Chamber of Commerce	Bill Pmt -Check	5662	11/03/2023	50.00
United States Treasury	Bill Pmt -Check	5663	11/03/2023	776.36
Lawrence Zajic	Bill Pmt -Check	5664	11/03/2023	25.00
Jerry Spurlock	Bill Pmt -Check	5665	11/03/2023	377.37
Valiant Air Command	Bill Pmt -Check	5666	11/03/2023	94,862.64
Metal Roof Factory, Inc	Bill Pmt -Check	5667	11/03/2023	20.00
Mission Square - 303301	Bill Pmt -Check	5668	11/17/2023	50.00
Board of County Commissioners	Bill Pmt -Check	5669	11/17/2023	15,824.91
CHLIC	Bill Pmt -Check	5670	11/17/2023	522.54
Davis Vision	Bill Pmt -Check	5671	11/17/2023	89.37
Standard Insurance Company	Bill Pmt -Check	5672	11/17/2023	739.88
3FDM	Bill Pmt -Check	5673	11/17/2023	932.50
Amazon Capital services	Bill Pmt -Check	5674	11/17/2023	51.47
AT&T	Bill Pmt -Check	5675	11/17/2023	143.12
Brevard Uniform Co	Bill Pmt -Check	5676	11/17/2023	170.40
Brevard County Tax Collector	Bill Pmt -Check	5677	11/17/2023	30,662.36
C & D Construction, Inc	Bill Pmt -Check	5678	11/17/2023	74,195.00
City Electric Supply Co	Bill Pmt -Check	5679	11/17/2023	349.29
City of Cocoa	Bill Pmt -Check	5680	11/17/2023	228.69
City Of Titusville	Bill Pmt -Check	5681	11/17/2023	260.00
Culligan	Bill Pmt -Check	5682	11/17/2023	131.25
Florida Alarm & Security Technologies	Bill Pmt -Check	5683	11/17/2023	45.00
FPL	Bill Pmt -Check	5684	11/17/2023	964.95

TITUSVILLE COCOA AIRPORT AUTHORITY

Bill Payments for All Vendors

FPL	Bill Pmt -Check	5685	11/17/2023	2,316.29
FPL	Bill Pmt -Check	5686	11/17/2023	1,245.88
FPL	Bill Pmt -Check	5687	11/17/2023	1,570.43
Home Depot Credit Services	Bill Pmt -Check	5688	11/17/2023	557.58
Keepem Runnin, LLC	Bill Pmt -Check	5689	11/17/2023	67.92
Metal Roof Factory, Inc	Bill Pmt -Check	5690	11/17/2023	172.00
Metal Roof Factory, Inc	Bill Pmt -Check	5691	11/17/2023	115.00
Pitney Bowes Bank Inc Purchase Power	Bill Pmt -Check	5692	11/17/2023	201.00
SiteOne Landscape Supply, LLC	Bill Pmt -Check	5693	11/17/2023	940.10
Southeast Services of CFL Inc.	Bill Pmt -Check	5694	11/17/2023	2,117.50
T's Handyman Service	Bill Pmt -Check	5695	11/17/2023	300.00
Trinity Electrical Services, Inc	Bill Pmt -Check	5696	11/17/2023	120,273.66
Trinity Electrical Services, Inc	Bill Pmt -Check	5697	11/17/2023	112,173.66
Wall Automotive Group	Bill Pmt -Check	5698	11/17/2023	757.62
Waste Management	Bill Pmt -Check	5699	11/17/2023	929.50
Watkins Oil	Bill Pmt -Check	5700	11/17/2023	3,217.74
Whitebird Attorneys at Law	Bill Pmt -Check	5701	11/17/2023	3,544.50
Windstream	Bill Pmt -Check	5702	11/17/2023	1,259.86
Scott Landis	Bill Pmt -Check	5703	11/17/2023	600.00
St. Johns River Water Management District	Bill Pmt -Check	5704	11/17/2023	122.50
	TOTAL			<u><u>\$ 738,784.49</u></u>

TITUSVILLE COCOA AIRPORT AUTHORITY

Bill Payments for All Vendors

December 2023

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	5705	12/01/2023	50.00
Allen Enterprises, Inc.	Bill Pmt -Check	5706	12/01/2023	2,646.03
Amazon Capital services	Bill Pmt -Check	5707	12/01/2023	69.71
AT&T	Bill Pmt -Check	5708	12/01/2023	780.76
AT&T Business	Bill Pmt -Check	5709	12/01/2023	824.37
AT&T Internet	Bill Pmt -Check	5710	12/01/2023	53.50
AT&T Mobility	Bill Pmt -Check	5711	12/01/2023	643.42
Brevard Uniform Co	Bill Pmt -Check	5712	12/01/2023	81.90
Brown & Brown Insurance	Bill Pmt -Check	5713	12/01/2023	138,530.75
City of Cocoa	Bill Pmt -Check	5714	12/01/2023	42.40
City Of Titusville	Bill Pmt -Check	5715	12/01/2023	1,142.03
Dish	Bill Pmt -Check	5716	12/01/2023	80.10
FPL	Bill Pmt -Check	5717	12/01/2023	1,694.48
FPL	Bill Pmt -Check	5718	12/01/2023	555.35
FPL	Bill Pmt -Check	5719	12/01/2023	653.82
FPL	Bill Pmt -Check	5720	12/01/2023	1,172.04
Globenet Global Computer Solutions	Bill Pmt -Check	5721	12/01/2023	5,130.00
Infrastructure Consulting & Engineering	Bill Pmt -Check	5722	12/01/2023	1,326.87
NAPA Auto Parts	Bill Pmt -Check	5723	12/01/2023	36.48
Pitney Bowes Inc	Bill Pmt -Check	5724	12/01/2023	192.54
Ron Norris Buick GMC	Bill Pmt -Check	5725	12/01/2023	95.71
SEC-AAAE	Bill Pmt -Check	5726	12/01/2023	495.00
Shirt Shack	Bill Pmt -Check	5727	12/01/2023	508.80
Staples	Bill Pmt -Check	5728	12/01/2023	51.69
T's Handyman Service	Bill Pmt -Check	5729	12/01/2023	7,775.00
Watkins Oil	Bill Pmt -Check	5730	12/01/2023	1,107.84
Robert Price	Bill Pmt -Check	5731	12/01/2023	25.00
John H. Stanz	Bill Pmt -Check	5732	12/01/2023	400.00
Nix Pest Management	Bill Pmt -Check	5733	12/01/2023	256.00
Mission Square - 303301	Bill Pmt -Check	5734	12/15/2023	50.00
Ag-Pro Companies	Bill Pmt -Check	5735	12/15/2023	5,208.41
Allen Enterprises, Inc.	Bill Pmt -Check	5736	12/15/2023	396.60
Amazon Capital services	Bill Pmt -Check	5737	12/15/2023	35.99
Amos Electrical Services, Inc	Bill Pmt -Check	5738	12/15/2023	450.00
AT&T	Bill Pmt -Check	5739	12/15/2023	458.22
Black's Spray Service, Inc	Bill Pmt -Check	5740	12/15/2023	244.00
Boulevard Tire Center	Bill Pmt -Check	5741	12/15/2023	732.72
Brevard Uniform Co	Bill Pmt -Check	5742	12/15/2023	116.00
C & D Construction, Inc	Bill Pmt -Check	5743	12/15/2023	121,913.15
Culligan	Bill Pmt -Check	5744	12/15/2023	62.50
Faster Than Sound, Inc	Bill Pmt -Check	5745	12/15/2023	1,780.00
FedEx	Bill Pmt -Check	5746	12/15/2023	32.63
Florida Alarm & Security Technologies	Bill Pmt -Check	5747	12/15/2023	147.00
FPL	Bill Pmt -Check	5748	12/15/2023	424.32
FPL	Bill Pmt -Check	5749	12/15/2023	1,867.15

TITUSVILLE COCOA AIRPORT AUTHORITY
Bill Payments for All Vendors

December 2023

FPL	Bill Pmt -Check	5750	12/15/2023	2,095.27
FPL	Bill Pmt -Check	5751	12/15/2023	1,557.00
Home Depot Credit Services	Bill Pmt -Check	5752	12/15/2023	87.51
Karl Thorne Trucking & Land Clearing	Bill Pmt -Check	5753	12/15/2023	101,794.21
Konica Minolta Business Solutions	Bill Pmt -Check	5754	12/15/2023	431.78
Lacy's Lock	Bill Pmt -Check	5755	12/15/2023	103.00
Preferred Governmental Insurance Trust	Bill Pmt -Check	5756	12/15/2023	3,617.50
Robertson's Lawns Inc	Bill Pmt -Check	5757	12/15/2023	1,000.00
T's Handyman Service	Bill Pmt -Check	5758	12/15/2023	4,425.00
Waste Management	Bill Pmt -Check	5759	12/15/2023	490.06
Waterbird Window Cleaning	Bill Pmt -Check	5760	12/15/2023	870.00
Whitebird Attorneys at Law	Bill Pmt -Check	5761	12/15/2023	1,457.50
Armando Rodriguez	Bill Pmt -Check	5762	12/15/2023	200.00
Betty Scoville & Amanda Lally	Bill Pmt -Check	5763	12/15/2023	25.00
Robert Sullivan	Bill Pmt -Check	5764	12/15/2023	50.00
City of Cocoa	Bill Pmt -Check	5765	12/15/2023	308.83
Windstream	Bill Pmt -Check	5766	12/15/2023	1,268.23
Mission Square - 303301	Bill Pmt -Check	5767	12/29/2023	50.00
CHLIC	Bill Pmt -Check	5768	12/29/2023	559.56
Davis Vision	Bill Pmt -Check	5769	12/29/2023	89.37
Standard Insurance Company	Bill Pmt -Check	5770	12/29/2023	486.72
Amazon Capital services	Bill Pmt -Check	5771	12/29/2023	1,741.98
AT&T	Bill Pmt -Check	5772	12/29/2023	780.76
AT&T Business	Bill Pmt -Check	5773	12/29/2023	824.37
AT&T Internet	Bill Pmt -Check	5774	12/29/2023	53.50
AT&T Mobility	Bill Pmt -Check	5775	12/29/2023	393.48
Brevard Uniform Co	Bill Pmt -Check	5776	12/29/2023	107.85
City Of Titusville	Bill Pmt -Check	5777	12/29/2023	1,139.30
FPL	Bill Pmt -Check	5778	12/29/2023	624.64
FPL	Bill Pmt -Check	5779	12/29/2023	554.82
FPL	Bill Pmt -Check	5780	12/29/2023	506.34
FPL	Bill Pmt -Check	5781	12/29/2023	1,930.75
Gatto's Tires & Auto Service	Bill Pmt -Check	5782	12/29/2023	274.52
Graphic Press	Bill Pmt -Check	5783	12/29/2023	35.00
InterFlight Global Corporation	Bill Pmt -Check	5784	12/29/2023	12,000.00
Michael Baker International	Bill Pmt -Check	5785	12/29/2023	56,275.21
Pitney Bowes Inc	Bill Pmt -Check	5786	12/29/2023	19.63
SiteOne Landscape Supply	Bill Pmt -Check	5787	12/29/2023	992.50
Suncoast Pressure And Soft LLC	Bill Pmt -Check	5788	12/29/2023	2,750.00
T's Handyman Service	Bill Pmt -Check	5789	12/29/2023	5,070.00
Waste Management	Bill Pmt -Check	5790	12/29/2023	464.75
Board of County Commissioners	Bill Pmt -Check	5791	12/29/2023	15,980.03
Stine Fredheim	Bill Pmt -Check	5792	12/29/2023	1,306.00
Yvette Witherell	Bill Pmt -Check	5793	12/29/2023	75.00
Greg Roberts	Bill Pmt -Check	5794	12/29/2023	51.37
Dennis D. Poulos	Bill Pmt -Check	5795	12/29/2023	600.00

TITUSVILLE COCOA AIRPORT AUTHORITY
Bill Payments for All Vendors

December 2023

525,858.62



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

Preliminary Financial Statements

November 2023

December 2023

Titusville-Cocoa Airport Authority, Florida
PRELIMINARY FINANCIAL STATEMENTS
11/30/2023

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	<u>11/30/2023</u>	<u>Unaudited 9/30/2023</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,078,488	\$ 1,609,698
Restricted cash and cash equivalents	258,480	255,953
Accounts receivable	220,274	234,254
Reserve for Bad Debt	(49,110)	(49,110)
Leases receivable	240,319	240,319
Due from other governments	951,424	1,086,928
Prepaid expenses	351,299	32,961
Total current assets	<u>3,051,174</u>	<u>3,411,003</u>
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	4,584,869	4,099,464
Accumulated depreciation	(37,803,100)	(37,371,245)
Lease receivables	4,487,433	4,487,433
Total noncurrent capital assets	<u>70,903,580</u>	<u>70,850,030</u>
Total assets	<u><u>\$ 73,954,754</u></u>	<u><u>\$ 74,261,033</u></u>
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	<u><u>\$ 277,837</u></u>	<u><u>\$ 277,837</u></u>

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	11/30/2023	Unaudited 9/30/2023
LIABILITIES		
Current liabilities		
Accounts payable	\$ 392,098	\$ 326,901
Retainage payable	54,072	99,139
Accrued expenses and other liabilities	52,769	488,819
Truist - Line of Credit	289,094	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	258,480	255,953
Unearned revenue	43,651	102,110
Compensated absences	77,767	77,767
Total current liabilities	1,407,931	1,899,784
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	16,954
Total noncurrent liabilities	1,566,341	1,566,341
Total liabilities	\$ 2,974,272	\$ 3,466,125
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	\$ 4,738,251	\$ 4,738,251
NET POSITION		
Net investment in capital assets	\$ 65,418,367	\$ 64,900,355
Restricted for airport improvements	995,081	995,081
Unrestricted	106,620	439,059
Total net position	\$ 66,520,068	\$ 66,334,495

Titusville-Cocoa Airport Authority
Preliminary Statement of Revenues, Expenses and Changes in Net Position
For the Two Months Ending November 30, 2023

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	\$ 35,307	\$ 125,513	\$ 66,875	\$ -	\$ -	\$ 227,695
Fixed base operations	13,669	31,926	22,411	-	-	68,006
Building, land, and other leases	17,995	55,404	127,611	113,723	-	314,732
Miscellaneous revenue	5,160	467	61,414	270	60	67,372
Total Operating Revenue	72,131	213,310	278,311	113,993	60	677,805
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	19,422	46,342	103,429	20,555	60,616	250,364
Professional services	278	278	278	-	17,769	18,603
Communications and utilities	3,819	13,523	26,964	43	4,725	49,074
Insurance	13,434	28,354	48,387	4,658	1,283	96,118
Marketing & website	-	-	-	750	2,766	3,515
Repairs and maintenance	2,586	21,012	26,521	-	1,415	51,533
Materials and supplies	1,948	1,705	5,916	1,745	7,268	18,582
Bad debt expense	-	-	-	-	-	-
Total operating and maintenance expenses	41,487	111,214	211,495	27,751	95,842	487,789
Non-cash operating expenses						
Depreciation	36,066	155,766	240,024	-	-	431,856
Total operating expenses	77,553	266,980	451,519	27,751	95,842	919,645
Operating gain (loss)	(5,422)	(53,670)	(173,208)	86,242	(95,782)	(241,840)
Non-operating revenues (expenses)						
Interest income					1,409	1,409
Interest expense					(3,606)	(3,606)
Fraudulent expense					-	-
Total non-operating revenues (expenses)	-	-	-	-	(2,197)	(2,197)
Gain (Loss) before contributions	(5,422)	(53,670)	(173,208)	86,242	(97,979)	(244,037)
Capital contributions	99,710	329,802	98	-	-	429,610
Change in net position	\$ 94,288	\$ 276,132	\$ (173,110)	\$ 86,242	\$ (97,979)	185,573
Net position, beginning of year						66,334,495
Net position, November 30, 2023						\$ 66,520,068

TITUSVILLE COCOA AIRPORT AUTHORITY
Preliminary Profit Loss Budget Overview
November 2023

	Actual Nov '23	Budget Oct '23 - 'Sep 24	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	\$ 429,610	\$ -	
Aeronautical Revenue			
T-Hanger Leases	227,695	1,322,741	17.21%
Bldg Leases & Land Leases	250,791	1,578,000	15.89%
FBO Bldg, Land & Fuel Flowage	68,006	425,793	15.97%
Investment Fee	-	30,240	0.00%
Total Aeronautical Revenue	546,492	3,356,774	16.28%
Non-Aeronautical Revenue			
Bldg Leases	11,681	37,743	30.95%
Land Leases	12,636	118,455	10.67%
Storage Unit Leases	39,626	232,020	17.08%
Total Non-Aeronautical Revenue	63,943	388,218	16.47%
Misc. Income	6,450	2,589	249.13%
Property Ins. Refund (VAC)	60,920		
Total Income	1,107,415	3,744,992	29.57%
Expense			
Fringe Benefits	82,458	486,327	16.96%
Operating Expenses			
Salaries & Wages	166,574	1,068,059	15.60%
Hiring Expenses	-	500	0.00%
Education & Training	1,331	17,000	7.83%
Professional Services	9,574	128,800	7.43%
Consulting Services	8,434	85,000	9.92%
Information Technology	595	6,600	9.02%
Contracted Services	5,816	36,420	15.97%
Insurance	96,117	608,403	15.80%
Office Equipment	548	9,800	5.59%
Office Services	2,170	9,600	22.61%
Memberships & Subscriptions	3,441	36,000	9.56%
Marketing	1,309	22,000	5.95%
Taxes, Permits & Fees	15,964	-	
Fuel Systems	7,562	38,000	19.90%
Repairs & Maintenance	46,680	344,500	13.55%
Travel	2,206	10,000	22.06%
Utilities	32,474	199,000	16.32%
Capital Outlay	4,535	321,912	1.41%
Depreciation	431,856		
Bad Debt		-	
Total Expense	919,645	3,427,921	26.83%
Net Ordinary Income	187,770	317,071	59.22%

For Management Use Only

TITUSVILLE COCOA AIRPORT AUTHORITY
Preliminary Profit Loss Budget Overview
November 2023

Other Income/Expense			
Other Income			
Interest Income	1,409	-	
Total Other Income	<u>1,409</u>	<u>-</u>	
Other Expense			
Development	55,795	260,000	21.46%
Contingency	-	59,930	0.00%
Interest Expense	3,606	-	
Fraudulent Expense	<u>-</u>	<u>-</u>	
Total Other Expense	<u>59,402</u>	<u>319,930</u>	<u>18.57%</u>
Net Other Income	<u>(57,993)</u>	<u>(319,930)</u>	<u>18.13%</u>
Net Income	<u>\$ 129,778</u>	<u>\$ (2,859)</u>	

Titusville-Cocoa Airport Authority, Florida
PRELIMINARY FINANCIAL STATEMENTS
12/31/2023

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	<u>12/31/2023</u>	<u>Unaudited 9/30/2023</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,122,393	\$ 1,609,698
Restricted cash and cash equivalents	258,153	255,953
Accounts receivable	59,844	235,500
Reserve for Bad Debt	(49,110)	(49,110)
Leases receivable	240,319	240,319
Due from other governments	823,964	1,086,928
Prepaid expenses	303,027	32,961
Total current assets	<u>2,758,589</u>	<u>3,412,249</u>
Noncurrent capital assets		
Land	13,621,899	13,621,899
Buildings and improvements	34,044,942	34,044,942
Runways and lighting	45,619,490	45,619,490
Furniture, fixtures, and equipment	608,286	608,286
Vehicles	1,261,417	1,261,417
Construction in process	4,734,298	4,099,464
Accumulated depreciation	(33,493,726)	(32,897,913)
Lease receivables	4,487,433	4,487,433
Total noncurrent capital assets	<u>70,884,039</u>	<u>70,845,018</u>
Total assets	<u><u>\$ 73,642,628</u></u>	<u><u>\$ 74,257,267</u></u>
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	<u><u>\$ 277,837</u></u>	<u><u>\$ 277,837</u></u>

Titusville-Cocoa Airport Authority
Preliminary Statements of Net Position

	12/31/2023	Unaudited 9/30/2023
LIABILITIES		
Current liabilities		
Accounts payable	\$ 118,595	\$ 326,901
Retainage payable	54,072	99,139
Accrued expenses and other liabilities	54,259	487,573
Truist - Line of Credit	199,094	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	258,153	255,953
Unearned revenue	88,893	122,527
Compensated absences	77,767	77,767
Total current liabilities	1,090,833	1,918,954
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	16,954
Total noncurrent liabilities	1,566,341	1,566,341
Total liabilities	\$ 2,657,174	\$ 3,485,295
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	\$ 4,738,251	\$ 4,738,251
NET POSITION		
Net investment in capital assets	\$ 65,529,380	\$ 64,895,343
Restricted for airport improvements	995,081	995,081
Unrestricted	579	421,134
Total net position	\$ 66,525,040	\$ 66,311,558

Titusville-Cocoa Airport Authority
Preliminary Statement of Revenues, Expenses and Changes in Net Position
For the Three Months Ending December 31, 2023

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	\$ 52,977	\$ 188,653	\$ 100,199	\$ -	\$ -	\$ 341,829
Fixed base operations	20,303	47,641	34,253	-	-	102,197
Building, land, and other leases	27,055	82,984	194,983	170,585	-	475,608
Land Lease Abatement	-	(2,202)	-	-	-	(2,202)
Miscellaneous revenue	7,680	1,152	61,463	300	90	70,685
Total Operating Revenue	108,015	318,228	390,898	170,885	90	988,116
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	29,674	68,365	151,251	30,810	105,705	385,806
Professional services	416	417	417	-	32,853	34,104
Communications and utilities	5,331	17,977	26,107	43	8,077	57,534
Insurance	20,158	42,547	72,610	6,987	1,925	144,227
Marketing & website	-	-	-	12,750	4,515	17,264
Repairs and maintenance	19,314	28,555	37,851	73	2,109	87,901
Materials and supplies	2,043	1,832	7,267	2,522	10,517	24,181
Bad debt expense	-	-	-	-	-	-
Total operating and maintenance expenses	76,936	159,693	295,503	53,185	165,701	751,018
Non-cash operating expenses						
Depreciation	54,752	184,155	345,753	11,154	-	595,814
Total operating expenses	131,688	343,848	641,256	64,339	165,701	1,346,832
Operating gain (loss)	(23,673)	(25,620)	(250,358)	106,546	(165,611)	(358,716)
Non-operating revenues (expenses)						
Interest income					1,713	1,713
Interest expense					(5,368)	(5,368)
Fraudulent expense					-	-
Total non-operating revenues (expenses)	-	-	-	-	(3,655)	(3,655)
Gain (Loss) before contributions	(23,673)	(25,620)	(250,358)	106,546	(169,266)	(362,371)
Capital contributions	103,062	390,138	82,653	-	-	575,853
Change in net position	\$ 79,389	\$ 364,518	\$ (167,705)	\$ 106,546	\$ (169,266)	213,482
Net position, beginning of year						66,311,558
Net position, December 31, 2023						\$ 66,525,040



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

———— TIX, COI, X21 ————

Report

Authority Attorney



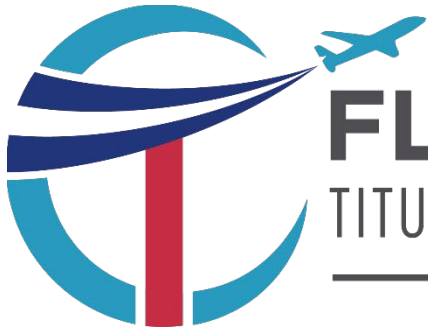
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TITUSVILLE-COCOA AIRPORT AUTHORITY

————— **TIX, COI, X21** —————

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TIX, COI, X21

Public Comment

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Adjourn