

## AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Correspondence to Note
  - a. Letter from FDOT District 5 Secretary John E. Tyler, P.E. regarding Florida Job Growth Grant Award
- E. Approval of Agenda
- F. Approval of Minutes
  - a. July 18, 2024, Regular Meeting Minutes
  - b. August 15, 2024, Regular Meeting Minutes
- G. Ratification of Action Items from the August 15, 2024, Regular Meeting

### Grants

- a. Approval: Authority to Execute FAA Grant Agreement No. 3-12-0080-038-2024 and Associated Resolution in the Amount of \$2,000,000.00 for Construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport.
- b. Approval: Authority to Execute FAA Grant Agreement No. 3-12-0080-040-2024 and Associated Resolution in the Amount of \$8,572,874 for the Runway 18-36 Rehabilitation Project at Space Coast Regional Airport.
- c. Approval: Authority to Execute FAA Grant Agreement No. 3-12-0080-039-2024 and Associated Resolution in the Amount of \$154,765 for the Airfield Markings Project at Space Coast Regional Airport.
- d. Approval: Authority to Execute FDOT Public Transportation Agreement 453054-1-94-01 Amendment # 1 and Associated Resolution in the Amount of \$762,033 for the Runway 18-36 Rehabilitation Project at Space Coast Regional Airport.
- e. Approval: Authority to Execute FDOT Public Transportation Agreement 450522-1-94-01 Amendment # 3 and Associated Resolution in the Amount of \$30,114 for the Automated Weather Observation System at Merritt Island Airport.

### Construction Contract

- a. Approval: Award of Contract to W&J Construction Corporation in the amount of \$7,987,334 for the Construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport.

- H. Action Items - New Business for the September 19, 2024, Regular Meeting
  - a. Approval: Authority to Execute FDOT Public Transportation Agreement 438461-1-94-01 Amendment # 4 and Associated Resolution (time extension) for the North Corporate Hangar Project at Merritt Island Airport.
  - b. Approval: Purchase of Comprehensive Airport Liability Insurance for Fiscal Year 2024 / 2025 from Arthur J. Gallagher Risk Management Services LLC in the amount of \$440,267 and Associated Documents.
  - c. Approval: License Agreement with C-Speed, LLC for the Temporary Use of Property at Space Coast Regional Airport.
  - d. Director of Airports Annual Evaluation
- I. Report: Deputy Director of Operations and Maintenance
  - a. Capital Improvement Projects Update
- J. Report: Deputy Director of Finance & Administration
  - a. August 2024 Check Register
  - b. August 2024 Preliminary Financial Statements
- K. Report: Authority Attorney
- L. Reports: Authority Members
- M. Public Comments
- N. Adjourn



CALL TO ORDER



## PLEDGE OF ALLEGIANCE



ROLL CALL



## APPROVAL OF AGENDA



## APPROVAL OF MINUTES

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on July 18, 2024, 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. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Ms. Jessica Curry, Secretary; Mr. Roger Molitor; Mr. Brad Whitmore; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. John Craig, Chairman, attended via video conference.

**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 any changes or corrections to the agenda. Mr. Daugherty stated there were none. Mr. Mount called for a motion to approve the agenda as presented. Mr. Molitor made a motion to approve the agenda as presented. Mr. Voss seconded the motion. All voted aye. Motion passed.

**Approval of Meeting Minutes:****1. June 20, 2024 – Regular Meeting**

Mr. Mount called for a motion to approve the June 20, 2024; meeting minutes as presented. Mr. Molitor made the motion. Mr. Whitmore seconded the motion. All voted aye. Motion passed.

**Correspondence of Note**

Mr. Daugherty described the notes of gratitude received by an Arthur Dunn Airpark tenant and a Space Coast Regional Airport tenant, thanking the Titusville-Cocoa Airport Authority Staff for their help and assistance when needed.



**Action Items****1. Approval of FDOT Public Transportation Grant Agreement No. 438494-2-94-01, Amendment No. 1, and Associated Resolution in the Amount of \$1,500,000.00 for Construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport**

Mr. Daugherty discussed the details regarding the FDOT Public Transportation Grant Agreement, Amendment No. 1, and Associated Resolution for construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport and recommended approval.

Mr. Mount called for a motion to approve as presented by Mr. Daugherty. Mr. Molitor made a motion to approve the resolution as presented. Ms. Curry seconded the motion. All voted aye. Motion passed.

**2. Approval of FDOT Public Transportation Grant Agreement No. 438494-3-94-01 and Associated Resolution in the amount of \$177,777.00 for Construction of the Air Traffic Control Tower at Space Coast Regional Airport**

Mr. Daugherty discussed the details regarding the FDOT Public Transportation Grant Agreement and Associated Resolution for construction of the Air Traffic Control Tower at Space Coast Regional Airport and recommended approval.

Mr. Mount called for a motion to approve as presented by Mr. Daugherty. Mr. Molitor made a motion to approve the resolution as presented. Mr. Voss seconded the motion. All voted aye. Motion passed.

**3. Approval of Selection Committee Rankings for Request for Qualifications (RFQ) 2024-001 (Insurance Brokerage Services); Authorize Staff to Enter into Contract Negotiations with Top-Ranked Firm**

Mr. Daugherty introduced Dr. Dave Byers from Quadrex Aviation. Dr. Byers was assigned to assemble & distribute the RFQ and act as the Selection Committee Facilitator. Dr. Byers provided an over of the document and Selection Committee results with the Board members and requested approval to enter into contract negotiations with the top-ranked firm, Gallagher. Mr. Molitor made a motion to approve as presented. Mr. Whitmore seconded the motion. All voted aye. Motion passed.

#### **4. Annual Performance Review – Director of Airports**

Mr. Craig suggested each Board Member give a short summary of Mr. Daugherty's past performance as Director of Airports and any recommendations for enhancement going forward.

Mr. Voss stated Mr. Daugherty is doing a great job at present but would like to see more quantitative measures in place.

Ms. Curry complimented Mr. Daugherty on an amazing job with the progress that has been made.

Mr. Molitor stated that Mr. Daugherty has done a really nice job at cleaning up past issues. Going forward, Mr. Molitor would like to see more allocation of the airport's limited cash funds go towards improvements to tenant hangars.

Mr. Whitmore also stated that Mr. Daugherty has done a good job with the turnaround of past issues.

Mr. Grainger stated that Mr. Daugherty has done well in cleaning up issues before him and is excited to see what new endeavors Mr. Daugherty has for the future.

Mr. Craig would like to see the next level of goals from Mr. Daugherty for the progress of the Airport to exceed even further.

#### **Deputy Director of Operations and Maintenance Report**

##### **1. Capital Improvement Projects Update**

Mr. Hopman stated the Challenger Avenue Extension Design plan is in a pause phase regarding future funding.

Mr. Hopman stated the Runway 18/36 Rehab project at the Space Coast Regional Airport is currently waiting construction funding from the FAA and FDOT.

Mr. Hopman stated the construction of the new Airport Traffic Control Tower at the Space Coast Regional Airport is currently waiting construction funding from the FAA and FDOT.

Mr. Hopman stated the Corporate Hangar at Merritt Island Airport is currently under review by the Brevard County Site Plan Review Committee.

Mr. Hopman stated that noise complaints for the month of June have been very few with the same people calling.

Mr. Hopman reviewed the daily operations at each airport. Arthur Dunn Airpark operations were less than typical in the month of June.

### **Deputy Director of Finance and Administration Report**

#### **1. Check Register**

##### **a. June 2024**

Ms. Kinard presented the check register for June 2024 and called for any questions. There were none.

#### **2. June Financial Statements**

Ms. Kinard gave an overview of the financial statements for the month of June 2024 and called for any questions. Ms. Kinard stated that the June financials should probably be stated as preliminary June financial statements due to the unresolved correction to the lease valuations and documentation as stated in the auditor's corrective action plan.

Mr. Mount questioned the Airport Authority's Truist line of credit. Ms. Kinard stated the Truist line of credit has been paid in full.

Mr. Grainger questioned the reason for an excess number of Airport Storage Units vacancies. Ms. Kinard stated most vacancies were due to those having no air conditioning and being in a hard to access location.

### **Authority Attorney Report**

Mr. Bird stated there were no updates.

### **Authority Member's Report**

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

### **Public Comments**

Mr. Mount called for public comments.

Mr. Bill Weiler, from the Civil Air Patrol, spoke about the attention given to Merritt Island Airport by the EOC (Emergency Operations Center) and the Secretary of Agriculture regarding a request for damage assessment pertaining to future storms.

Ms. Elizabeth Schneider addressed the Board regarding her personal opinions regarding the eviction issue concerning 2-Fly at Merritt Island Airport.

Mr. Patrick Pacifico addressed the Board regarding his concerns about the eviction of 2-Fly at Merritt Island due to his son being a student pilot.

Mr. Rivera voiced his personal opinions regarding the eviction of 2-Fly.

Mr. Tom Consbruck, from the EAA Chapter at Merritt Island, spoke on behalf of pilots that believe flying in and out of the Merritt Island Airport is unsafe due to the amount air traffic coming from 2-Fly academy.

Mr. Jerome Duque addressed the Board as the Director of Operations at 2-Fly regarding the possibility of eviction.

### **Adjournment**

Mr. Mount adjourned the meeting at 7:03 p.m.

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JOHN CRAIG, CHAIRMAN

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DONN MOUNT, VICE CHAIRMAN

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on August 15, 2024, 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. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Ms. Jessica Curry, Secretary; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. Roger Molitor and Mr. Brad Whitmore attended via video conference. Mr. John Craig, Chairman; and Mr. Mark Grainger were absent.

**Call to Order**

Mr. Voss called the meeting to order and determined a quorum was not present.

**Pledge of Allegiance**

Members and attendees recited the Pledge of Allegiance.

**Approval of the Agenda**

Approval of the Agenda was postponed due to a lack of quorum.

Mr. Daugherty presented the agenda as discussion items only.

**Approval of Meeting Minutes:****1. July 18, 2024 – Regular Meeting**

Approval of July 18, 2024, Regular Meeting Minutes will be postponed until next month's meeting due to lack of a quorum.

**Action Items****1. Approval of Authority to Execute FAA Grant Agreement No. 3-12-0080-038-2024 and Associated Resolution in the Amount of \$2,000,000.00 for Construction of Replacement Air Traffic Control Tower at Space Coast Regional Airport**

This action item is a discussion only due to lack of a quorum.

Mr. Daugherty introduced Mr. Rob Hambrecht, from AVCON, to the Board to give an overview of the phasing of the project for the construction of Replacement Air Traffic Control Tower at Space Coast Regional Airport.

**2. Approval of Amendment No. 1 to FDOT Public Transportation Grant Agreement No. 453054-1-94-01 and Associated Resolution for the Rehabilitation of Runway 18/36 at Space Coast Regional Airport**

This action item is a discussion only due to lack of a quorum.

Mr. Rob Hambrecht spoke on behalf of AVCON, to give an overview of the current phase of the Rehabilitation of Runway 18/36 at Space Coast Regional Airport.

**3. Approval of Amendment No. 3 to FDOT Public Transportation Grant Agreement No. 450522-1-94-01 and Associated Resolution for the Replacement of the Automated Weather Observation System (AWOS) at Merritt Island Airport**

This action item is a discussion only due to lack of a quorum.

Mr. Daugherty gave a brief overview of the Automated Weather Observation System (AWOS) at Merritt Island Airport.

**4. Approval of Recommendation to Award the Construction Contract for the Replacement Air Traffic Control Tower at Space Coast Regional Airport to W + J Construction in the Amount of \$7,987,334.00**

This action item is a discussion only due lack of a quorum.

Mr. Daugherty briefly discussed the construction contract with W+J Construction for the Replacement Air Traffic Control Tower at Space Coast Regional Airport.

**5. Approval of Director of Airports Annual Performance Review**

Action is postponed until next month's meeting due to lack of a quorum.

**Deputy Director of Operations and Maintenance Report**

**1. Capital Improvement Projects Update**

Mr. Hopman stated the Merritt Island Runway design work has begun.

Mr. Hopman stated the Merritt Island Corporate Hangar project is substantially completed but awaiting the final Certificate of Occupancy documentation from Brevard County.

Mr. Hopman stated that noise complaints for the month of July have been quiet.

Mr. Hopman reviewed the daily operations at each airport. Space Coast Regional Airport has had more activity due to Merritt Island tenant, 2-Fly, conducting more of their flights in the month of July at Space Coast Regional Airport.

### **Deputy Director of Finance and Administration Report**

#### **1. Check Register**

##### **a. July 2024**

Ms. Kinard presented the check register for July 2024 and called for any questions. There were none.

#### **2. July Financial Statements**

Ms. Kinard provided an overview of the financial statements for the month of July 2024 and stated they were considered preliminary financial statement due to outstanding items that will alter the balance sheet totals. Ms. Kinard stated the unresolved correction to the lease valuations and documentation are still outstanding as noted in the FY 2022-2023 audit and auditor's corrective action plan. Ms. Kinard provided details on the outstanding receivables and documentation required for proper classification of receivables and bad debt. Questions were called. There were none.

### **Authority Attorney Report**

Mr. Bird stated the current status on the eviction of Merritt Island 2-Fly has October 31, 2024, as the deadline to be vacated.

### **Authority Member's Report**

Mr. Voss called for any comments or questions from the Board. There were none.

### **Public Comments**

Mr. Voss called for public comments. There were no comments.

**Adjournment**

Mr. Voss adjourned the meeting at 5:24 p.m.

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JOHN CRAIG, CHAIRMAN

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DONN MOUNT, VICE CHAIRMAN





RATIFICATION OF ACTION ITEMS FROM THE AUGUST  
15<sup>TH</sup>, 2024 REGULAR BOARD MEETING



APPROVAL: FAA GRANT AGREEMENT

NO. 3-12-0080-038-2024



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 South Park Circle, Suite 524  
Orlando, FL 32819

August 16, 2024

Kevin Daugherty, AAE  
Director of Airports  
Titusville – Cocoa Airport Authority  
51 Bristow Way  
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0080-040-2024 at Space Coast Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. **Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.**
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

*Rebecca R. Henry*  
[Rebecca R. Henry \(Aug 16, 2024 15:16 EDT\)](#)

Rebecca R. Henry  
Acting Manager



U.S. Department of Transportation  
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

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Federal Award Offer Date	August 16, 2024
Airport/Planning Area	Space Coast Regional Airport
Airport Infrastructure Grant Number	3-12-0080-040-2024
Unique Entity Identifier	NML8EAJ995H1

TO: Titusville-Cocoa Airport Authority  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 24, 2024, for a grant of Federal funds for a project at or associated with the Space Coast Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Space Coast Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 18/36 Paving and Lighting (Construction)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$8,572,874.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$8,572,874 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
 

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the **statutory limitations for grant amendments**. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.



16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the **Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>**. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; or
  - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
- 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
- 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 9, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

#### SPECIAL CONDITIONS

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
31. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Rebecca R. Henry  
Rebecca R. Henry (Aug 16, 2024 15:16 EDT)  
\_\_\_\_\_  
(Signature)

Rebecca R. Henry  
\_\_\_\_\_  
(Typed Name)

Acting Manager  
\_\_\_\_\_  
(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 20, 2024

Titusville-Cocoa Airport Authority

*(Name of Sponsor)*

*Kevin Daugherty*

*(Signature of Sponsor's Authorized Official)*

By: Kevin Daugherty

*(Typed Name of Sponsor's Authorized Official)*

Title: Director of Airports

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, Adam Bird, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 20, 2024

By:   
\_\_\_\_\_  
(Signature of Sponsor’s Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Titusville-Cocoa Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.



- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 24, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



APPROVAL: FAA GRANT AGREEMENT

NO. 3-12-0080-040-2024



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 South Park Circle, Suite 524  
Orlando, FL 32819

August 16, 2024

Kevin Daugherty, AAE  
Director of Airports  
Titusville – Cocoa Airport Authority  
51 Bristow Way  
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0080-040-2024 at Space Coast Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the **grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).**
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. **Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.**
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, **the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than September 11, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

*Rebecca R. Henry*  
Rebecca R. Henry (Aug 16, 2024 15:16 EDT)

Rebecca R. Henry  
Acting Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date      **August 16, 2024**

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Airport/Planning Area            **Space Coast Regional Airport**

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Airport Infrastructure Grant  
Number                                **3-12-0080-040-2024**

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Unique Entity Identifier            **NML8EAJ995H1**

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TO:    **Titusville-Cocoa Airport Authority**  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 24, 2024, for a grant of Federal funds for a project at or associated with the Space Coast Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Space Coast Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 18/36 Paving and Lighting (Construction)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$8,572,874.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$8,572,874 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.



2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
 

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the **statutory limitations for grant amendments**. **The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.**

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the **Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>**. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; or
  - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
- 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
- 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 9, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

#### SPECIAL CONDITIONS

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
31. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Rebecca R. Henry*

Rebecca R. Henry (Aug 16, 2024 15:16 EDT)

*(Signature)*

Rebecca R. Henry

*(Typed Name)*

Acting Manager

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 20, 2024

Titusville-Cocoa Airport Authority

*(Name of Sponsor)*

*Kevin Daugherty*

*(Signature of Sponsor's Authorized Official)*

By: Kevin Daugherty

*(Typed Name of Sponsor's Authorized Official)*

Title: Director of Airports

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, Adam Bird, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 20, 2024

By:   
\_\_\_\_\_  
(Signature of Sponsor’s Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the



Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities



which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Titusville-Cocoa Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 24, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



APPROVAL: FAA GRANT AGREEMENT

NO. 3-12-0080-039-2024



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 South Park Circle, Suite 524  
Orlando, FL 32819

August 5, 2024

Kevin Daugherty, AAE  
Director of Airports  
Titusville – Cocoa Airport Authority  
51 Bristow Way  
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0080-039-2024 at Space Coast Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
[Rebecca R. Henry \(Aug 5, 2024 1:07 EDT\)](#)

Rebecca R. Henry  
Acting Manager





U.S. Department of Transportation  
Federal Aviation Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date	August 5, 2024
Airport/Planning Area	Space Coast Regional Airport
Airport Infrastructure Grant Number	3-12-0080-039-2024
Unique Entity Identifier	NML8EAJ995H1

TO: Titusville-Cocoa Airport Authority  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 12, 2024, for a grant of Federal funds for a project at or associated with the Space Coast Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Space Coast Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Airfield Markings for Taxiways A, B, C, D, E, and F  
which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$154,765.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$154,765 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 5, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the **Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>**. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

- b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 9, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. Prohibition of Reprisals.
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
    - b. Investigation of Complaints.
      1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.



2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

### SPECIAL CONDITIONS


28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
29. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Rebecca R. Henry (Aug 5, 2024 14:27 EDT)  
\_\_\_\_\_  
(Signature)

Rebecca R. Henry  
\_\_\_\_\_  
(Typed Name)

Acting Manager  
\_\_\_\_\_  
(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 15, 2024

Titusville-Cocoa Airport Authority

*(Name of Sponsor)*

*Kevin Daugherty*

*(Signature of Sponsor's Authorized Official)*

By: Kevin Daugherty

*(Typed Name of Sponsor's Authorized Official)*

Title: Director of Airports

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Adam Bird, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 15, 2024

%}

By:



(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>



- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Titusville-Cocoa Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of June 12, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



APPROVAL: FDOT PUBLIC TRANSPORTATION  
AGREEMENT 453054-1-94-01 AMENDMENT #1



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 453054-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 740100
	Identification Number (FAIN) – Transit only:		Org. Code: 55052000531
Contract Number: G2L21	Federal Award Date:		Vendor Number: VF591061002001
CFDA Number: N/A	SAM/UEI Number:		Amendment No.: 1
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and Titusville-Cocoa Airport District, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 5/24/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended To add scope and funds for construction of Runway 18-36 at Space Coast Regional Airport

2. **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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
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OGC 07/22

- \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
 \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is  increased/  decreased by \$9,525,416 bringing the revised total cost of the project to \$10,332,122.

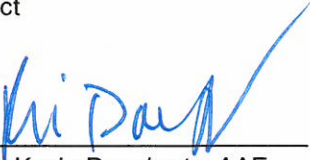
The Department's participation is  increased/  decreased by \$762,033. The Department agrees to participate in the Project cost up to the maximum amount of \$826,570, and, additionally the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Titusville-Cocoa Airport  
District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:   
Name: Kevin Daugherty, AAE  
Title: Director of Airports

By: \_\_\_\_\_  
Name: C. Jack Adkins  
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)): Design and construction for the rehabilitation of Runway 18-36, including mill and overlay the runway, make corrections to the geometry and location of the existing taxiway connectors, add paved shoulders, adjust edge lighting, and RSA and ROFA improvements.

**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 design fees, bid and award services, construction fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement.

The project is amended to add construction scope of services and funding for construction that is based on the Agency's winning bid amount. The specifics of the Project Scope for construction are described in and limited by the 100% Project Construction Plans. Together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. 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.**  
 AIRFIELD & AIRPORTS  
 CONSULTING & ENGINEERING  
 10000 W. CENTRAL EXPRESSWAY, SUITE 200  
 FORT WORTH, TEXAS 76150  
 (817) 441-1111  
 WWW.AVCON.COM



**SPACE COAST  
 REGIONAL AIRPORT**  
**RUNWAY 18-36  
 REHABILITATION**  
**SCOPE OF WORK  
 EXHIBIT**

SCALE: GRAPHIC

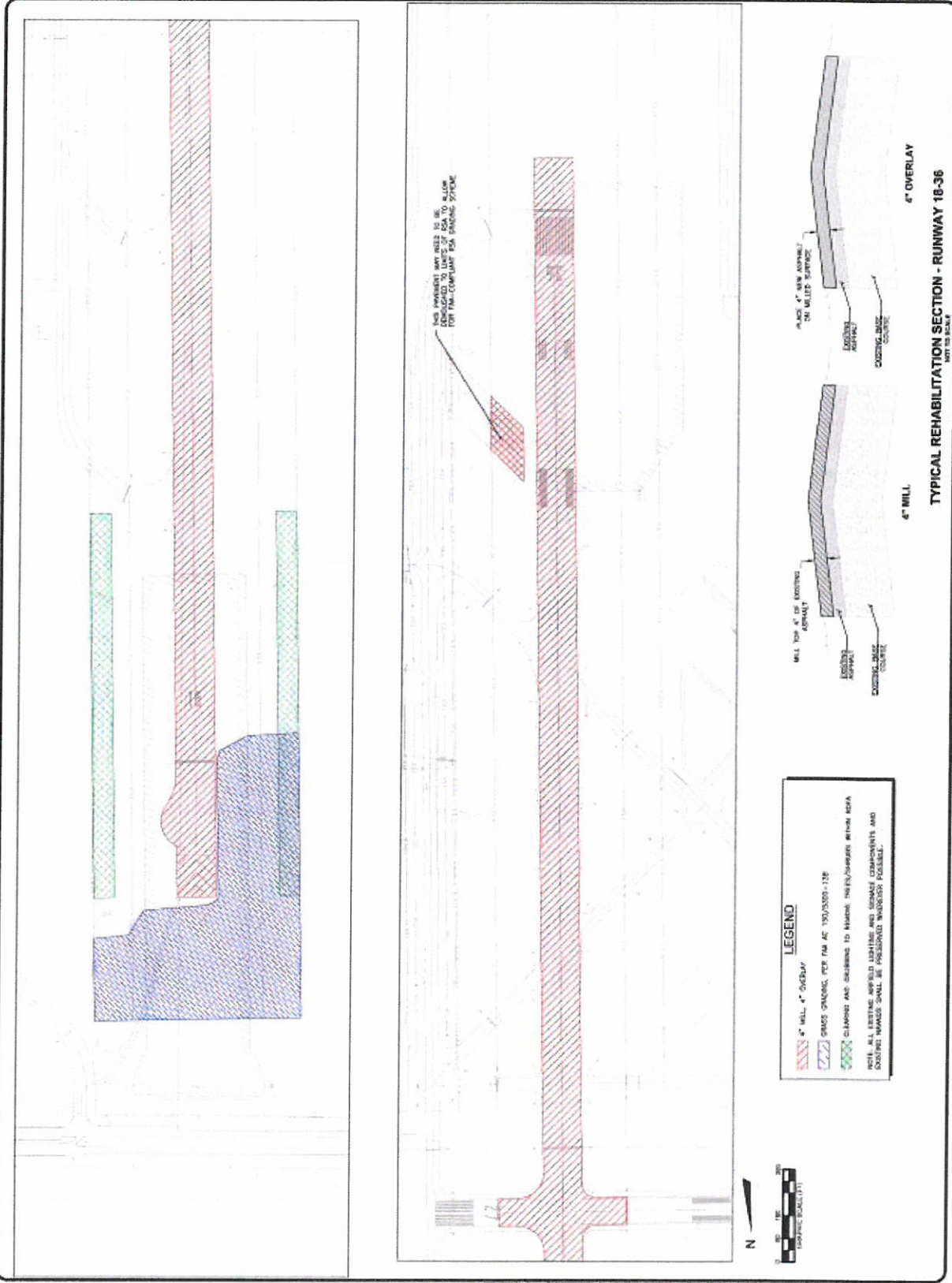
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RHP  
 DRAWN BY: BMM  
 CHECKED BY: RHP  
 DATE: OCTOBER 2022

FOOT FW NO. \_\_\_\_\_  
 FAA AP NO. \_\_\_\_\_  
 AVCON PROJECT NO. TSD  
 CADD FILE NUMBER: W18-36\_OCT2022

**DRAWING  
 EXH-1**

REFERENCE EXHIBIT



THE CONTRACTOR SHALL PLACE 6" OF NEW ASPHALT OVER THE EXISTING ASPHALT TO THE FULL WIDTH OF THE RUNWAY FOR THE ENTIRE LENGTH OF THE RUNWAY.

**LEGEND**

- 6" MILL, 6" OVERLAY
- GRASS CHANGING PER FM AC 1303.3009-12B
- CLAMPED AND CHAINS TO HUBS, NUTS/SPACERS WITH BOLA

NOTE: ALL EXISTING AIRFIELD LIGHTING AND SIGNS COMPONENTS AND EXISTING MARKS SHALL BE PRESERVED UNLESS OTHERWISE NOTED.

**TYPICAL REHABILITATION SECTION - RUNWAY 18-36**

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

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**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
453054-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$64,537.00
453054-1-94-01	DDR	088719	2025	740100	N/A	N/A	\$762,033.00
453054-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$726,034.00
453054-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$8,572,874.00
453054-1-94-01	LF	088719	2023	740100	N/A	N/A	\$16,135.00
453054-1-94-01	LF	088719	2025	740100	N/A	N/A	\$190,509.00
<b>Total Financial Assistance</b>							<b>\$10,332,122.00</b>

**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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	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	\$826,570.00	\$206,644.00	\$9,298,908.00	\$10,332,122.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$826,570.00</b>	<b>\$206,644.00</b>	<b>\$9,298,908.00</b>	<b>\$10,332,122.00</b>			

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

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
--	--

**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

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

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STRATEGIC  
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Department Grant Manager Name

---

Signature

Date

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

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STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

RESOLUTION NO. 00-24-14

A RESOLUTION APPROVING FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 453054-1-94-01, AMENDMENT NO. 1, FOR THE RUNWAY 18-36 REHABILITATION PROJECT AT SPACE COAST REGIONAL AIRPORT.

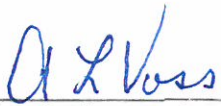
WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-14, which approved FDOT Public Transportation Grant Agreement No. 453054-1-94-01, Amendment No. 1, for the Runway 18-36 Rehabilitation Project at Space Coast Regional Airport.

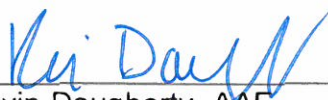
NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Amendment to the FDOT Public Transportation Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 15th day of August 2024.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

  
\_\_\_\_\_  
John Craig ~~Chairman~~ AL Voss  
Treasurer

  
\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

  
\_\_\_\_\_  
Adam Bird  
Airport Attorney





## ACTION ITEMS

FDOT PUBLIC TRANSPORTATION AGREEMENT

450522-1-94-01 AMENDMENT #3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 450522-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR,DPTO	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55052000531
Contract Number:	Federal Award Date:		Vendor Number: VF591061002001
CFDA Number: N/A	SAM/UEI Number:		Amendment No.: 3
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 09/04/2024 | 5:06 PM EDT, by and between the State of Florida, Department of Transportation ("Department"), and Titusville-Cocoa Airport District, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 1/25/2022 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds to the PTGA.
2. **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
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
    - \*Exhibit B1: Deferred Reimbursement Financial Provisions
    - \*Exhibit B2: Advance Payment Financial Provisions
    - \*Exhibit C: Terms and Conditions of Construction
  - Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions
  - Exhibit F: Contract Payment Requirements
  - \*Exhibit G: Financial Assistance (Single Audit Act)
  - \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
  - \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

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STRATEGIC  
DEVELOPMENT  
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\_\_\_ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$37,642 bringing the revised total cost of the project to \$587,642.

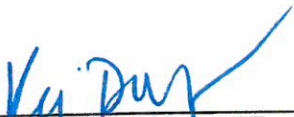
The Department's participation is X increased/ \_\_\_ decreased by \$30,114. The Department agrees to participate in the Project cost up to the maximum amount of \$470,114, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Titusville-Cocoa Airport  
District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:   
Name: Kevin Daugherty, AAE  
Title: Director of Airports

DocuSigned by:  
C. Jack Adkins  
By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

DocuSigned by:  
Daniel McDermott  
\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
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DEVELOPMENT  
OGC 07/22

**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)): Design, Bidding, Acquisition, Installation and Training of Automated Weather Observation System (AWOS). Replace existing AWOS that is no longer cost effective to maintain.

**B. Project Location** (limits, city, county, map): Merritt Island Airport/Merritt Island, FL/Brevard

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The airports design engineer will assist with the development of performance specification, bid package, design, and installation of an Automated Weather Observation System (AWOS) III P/T or an alternate system that provides similar performance characteristics. They will provide coordination with the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA) and the OEAAA for the acquisition of additional frequency and needed airspace analysis for the frequency and installation site of the system. Award of the construction phase contract will be based on design documents, bids and awarded to the lowest, technical compliant, and responsible bidder for the procurement, installation and training for the AWOS III P/T or equivalent alternate system. Weather Reporting Equipment: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, installation, testing, commissioning of the equipment, coordination with all necessary agencies; and site preparation (earthwork and electrical work). It includes all materials, equipment, labor, and incidentals to complete a Weather Reporting Equipment installation project. The Sponsor will comply with Aviation Program Assurances.

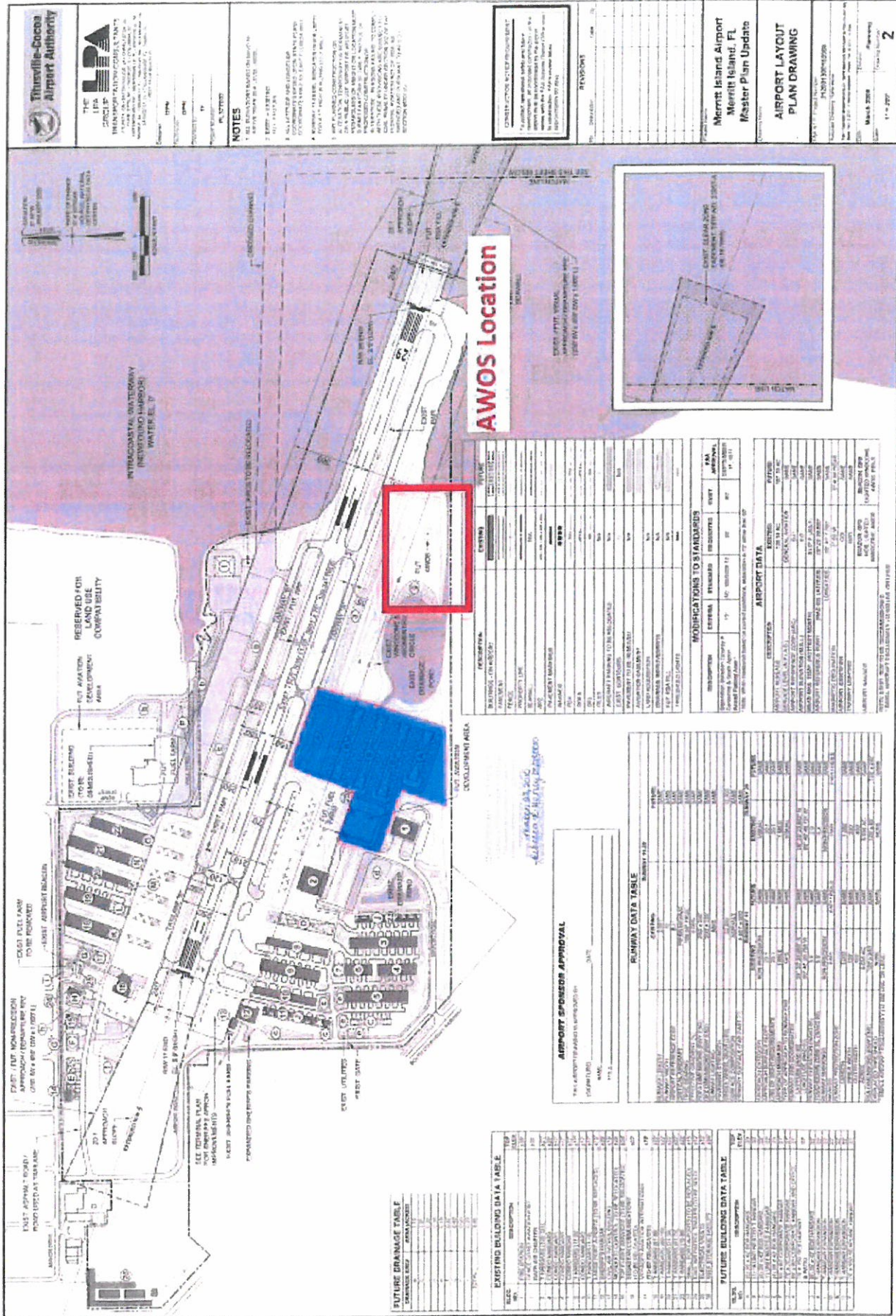
**D. Deliverable(s)**: Final closeout documents to be uploaded into JACIP.

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

**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.



**AWOS Location**

**FUTURE DRAINAGE TABLE**

NO.	DESCRIPTION	STATUS
1	EXIST. DRAINAGE	AS SHOWN
2	NEW DRAINAGE	AS SHOWN
3	NEW DRAINAGE	AS SHOWN
4	NEW DRAINAGE	AS SHOWN
5	NEW DRAINAGE	AS SHOWN
6	NEW DRAINAGE	AS SHOWN
7	NEW DRAINAGE	AS SHOWN
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25	NEW DRAINAGE	AS SHOWN
26	NEW DRAINAGE	AS SHOWN
27	NEW DRAINAGE	AS SHOWN
28	NEW DRAINAGE	AS SHOWN
29	NEW DRAINAGE	AS SHOWN
30	NEW DRAINAGE	AS SHOWN

**EXISTING BUILDING DATA TABLE**

ID	NO.	DESCRIPTION	STATUS
1	1	EXIST. BUILDING	AS SHOWN
2	2	EXIST. BUILDING	AS SHOWN
3	3	EXIST. BUILDING	AS SHOWN
4	4	EXIST. BUILDING	AS SHOWN
5	5	EXIST. BUILDING	AS SHOWN
6	6	EXIST. BUILDING	AS SHOWN
7	7	EXIST. BUILDING	AS SHOWN
8	8	EXIST. BUILDING	AS SHOWN
9	9	EXIST. BUILDING	AS SHOWN
10	10	EXIST. BUILDING	AS SHOWN
11	11	EXIST. BUILDING	AS SHOWN
12	12	EXIST. BUILDING	AS SHOWN
13	13	EXIST. BUILDING	AS SHOWN
14	14	EXIST. BUILDING	AS SHOWN
15	15	EXIST. BUILDING	AS SHOWN
16	16	EXIST. BUILDING	AS SHOWN
17	17	EXIST. BUILDING	AS SHOWN
18	18	EXIST. BUILDING	AS SHOWN
19	19	EXIST. BUILDING	AS SHOWN
20	20	EXIST. BUILDING	AS SHOWN
21	21	EXIST. BUILDING	AS SHOWN
22	22	EXIST. BUILDING	AS SHOWN
23	23	EXIST. BUILDING	AS SHOWN
24	24	EXIST. BUILDING	AS SHOWN
25	25	EXIST. BUILDING	AS SHOWN
26	26	EXIST. BUILDING	AS SHOWN
27	27	EXIST. BUILDING	AS SHOWN
28	28	EXIST. BUILDING	AS SHOWN
29	29	EXIST. BUILDING	AS SHOWN
30	30	EXIST. BUILDING	AS SHOWN

**FUTURE BUILDING DATA TABLE**

ID	NO.	DESCRIPTION	STATUS
1	1	NEW BUILDING	AS SHOWN
2	2	NEW BUILDING	AS SHOWN
3	3	NEW BUILDING	AS SHOWN
4	4	NEW BUILDING	AS SHOWN
5	5	NEW BUILDING	AS SHOWN
6	6	NEW BUILDING	AS SHOWN
7	7	NEW BUILDING	AS SHOWN
8	8	NEW BUILDING	AS SHOWN
9	9	NEW BUILDING	AS SHOWN
10	10	NEW BUILDING	AS SHOWN
11	11	NEW BUILDING	AS SHOWN
12	12	NEW BUILDING	AS SHOWN
13	13	NEW BUILDING	AS SHOWN
14	14	NEW BUILDING	AS SHOWN
15	15	NEW BUILDING	AS SHOWN
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25	25	NEW BUILDING	AS SHOWN
26	26	NEW BUILDING	AS SHOWN
27	27	NEW BUILDING	AS SHOWN
28	28	NEW BUILDING	AS SHOWN
29	29	NEW BUILDING	AS SHOWN
30	30	NEW BUILDING	AS SHOWN

**RUNWAY DATA TABLE**

NO.	DESCRIPTION	STATUS
1	EXIST. RUNWAY	AS SHOWN
2	NEW RUNWAY	AS SHOWN
3	NEW RUNWAY	AS SHOWN
4	NEW RUNWAY	AS SHOWN
5	NEW RUNWAY	AS SHOWN
6	NEW RUNWAY	AS SHOWN
7	NEW RUNWAY	AS SHOWN
8	NEW RUNWAY	AS SHOWN
9	NEW RUNWAY	AS SHOWN
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26	NEW RUNWAY	AS SHOWN
27	NEW RUNWAY	AS SHOWN
28	NEW RUNWAY	AS SHOWN
29	NEW RUNWAY	AS SHOWN
30	NEW RUNWAY	AS SHOWN

**MODIFICATIONS TO STANDARDS**

NO.	DESCRIPTION	STATUS
1	EXIST. STANDARD	AS SHOWN
2	NEW STANDARD	AS SHOWN
3	NEW STANDARD	AS SHOWN
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26	NEW STANDARD	AS SHOWN
27	NEW STANDARD	AS SHOWN
28	NEW STANDARD	AS SHOWN
29	NEW STANDARD	AS SHOWN
30	NEW STANDARD	AS SHOWN

**AIRPORT DATA**

NO.	DESCRIPTION	STATUS
1	EXIST. AIRPORT DATA	AS SHOWN
2	NEW AIRPORT DATA	AS SHOWN
3	NEW AIRPORT DATA	AS SHOWN
4	NEW AIRPORT DATA	AS SHOWN
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6	NEW AIRPORT DATA	AS SHOWN
7	NEW AIRPORT DATA	AS SHOWN
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30	NEW AIRPORT DATA	AS SHOWN

**AIRPORT SPONSOR APPROVAL**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

**AWOS Location**

NO.	DESCRIPTION	STATUS
1	EXIST. AWOS	AS SHOWN
2	NEW AWOS	AS SHOWN
3	NEW AWOS	AS SHOWN
4	NEW AWOS	AS SHOWN
5	NEW AWOS	AS SHOWN
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27	NEW AWOS	AS SHOWN
28	NEW AWOS	AS SHOWN
29	NEW AWOS	AS SHOWN
30	NEW AWOS	AS SHOWN

**THURSVILLE-COCCOA Airport Authority**

**LPA**

**Merrett Island Airport**  
Merrett Island, FL  
Master Plan Update

**AIRPORT LAYOUT PLAN DRAWING**

DATE: March 2008  
SCALE: 1" = 200'

2

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

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**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
450522-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$332,000.00
450522-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$30,114.00
450522-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$108,000.00
450522-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$27,000.00
450522-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$83,000.00
450522-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$7,528.00
<b>Total Financial Assistance</b>							<b>\$587,642.00</b>

**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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$470,114.00	\$117,528.00	\$0.00	\$587,642.00	80.00	20.00	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
<b>Totals</b>	<b>\$470,114.00</b>	<b>\$117,528.00</b>	<b>\$0.00</b>	<b>\$587,642.00</b>			

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

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
--	--

**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.

Luci Taylor

Department Grant Manager Name

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

DocuSigned by: 09/04/2024 | 4:32 PM EDT  
  
Signature Date  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**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:** \$470,114

\*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. 00-24-15

A RESOLUTION APPROVING FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 450522-1-94-01, AMENDMENT NO. 3, FOR THE REPLACEMENT OF THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT MERRITT ISLAND AIRPORT.

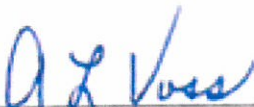
WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-15, which approved FDOT Grant Agreement No. 450522-1-94-01, Amendment No. 3, for the Automated Weather Observation System (AWOS) at Merritt Island Airport.

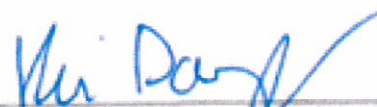
NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Amendment to the FDOT Public Transportation Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 15th day of August 2024.

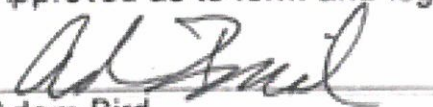
ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

  
\_\_\_\_\_  
John Craig *AL Voss*  
Chairman *Treasurer*

  
\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

  
\_\_\_\_\_  
Adam Bird  
Airport Attorney

To: Luciana.Taylor@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**G2552  
9/4/2024**

**CONTRACT INFORMATION**

<b>Contract:</b>	G2552
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	TITUSVILLE COCOA AIRPORT
<b>Vendor ID:</b>	F591061002001
<b>Beginning Date of This Agreement:</b>	01/25/2022
<b>Ending Date of This Agreement:</b>	10/01/2024
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$470,114.00
<b>Description:</b>	Design & Construct Automated Weather Observation System (AWOS) at Merritt Island Airport

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 9/4/2024**

<b>Action:</b>	Supplemental
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55052000531
<b>Expansion Option:</b>	A8
<b>Object Code:</b>	751000
<b>Amount:</b>	\$30,114.00
<b>Financial Project:</b>	45052219401
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2025
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088719/25
<b>Amendment ID:</b>	S002
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	3
<b>Enc Line (6s)/Status:</b>	0003/04

**Total Amount: \$30,114.00**

**RESOLUTION NO. 00-24-15**

**A RESOLUTION APPROVING FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 450522-1-94-01, AMENDMENT NO. 3, FOR THE REPLACEMENT OF THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT MERRITT ISLAND AIRPORT.**


WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-15, which approved FDOT Grant Agreement No. 450522-1-94-01, Amendment No. 3, for the Automated Weather Observation System (AWOS) at Merritt Island Airport.

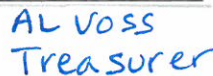
NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Amendment to the FDOT Public Transportation Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.


This Resolution dated and adopted this 15th day of August 2024.

**ATTEST:**

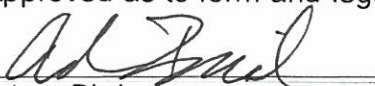
**TITUSVILLE-COCOA AIRPORT DISTRICT**

  
\_\_\_\_\_  
John Craig  
Chairman

  
AL VOSS  
Treasurer

  
\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

  
\_\_\_\_\_  
Adam Bird  
Airport Attorney





CONSTRUCTION CONTRACT  
SPACE COAST REGIONAL AIRPORT  
AIR TRAFFIC CONTROL TOWER



**CONSTRUCTION AGREEMENT**

**BETWEEN**

**TITUSVILLE COCOA AIRPORT AUTHORITY**

**AND**

**W+J Construction Corp.**

**FOR**

**AIR TRAFFIC CONTROL TOWER (ATCT)  
AT SPACE COAST REGIONAL AIRPORT**

## CONSTRUCTION AGREEMENT

**THE TITUSVILLE-COCOA AIRPORT AUTHORITY** a body corporate existing under the laws of the State of Florida (“**Owner**”), hereby contracts with **W+J Construction Corp.** (“**Contractor**”), a Florida corporation, whose business address is 1005 Viera Blvd. Suite 202 Rockledge, FL 32955 to perform all work (“**Work**”) in connection with the construction of that certain construction of Air Traffic Control Tower (ATCT) (hereafter referred to as the “**Project**”) located at Space Coast Regional Airport, said Work being set forth in the plans and specifications being prepared by AVCON, INC., the design professional of record (“**Design Professional**”) and all other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

### **Section 1. Contract Documents**

A. The Contract Documents consist of this Agreement, the Exhibits attached hereto, and any duly executed and issued addenda, Change Orders, Construction Change Directives, and amendments signed by Owner relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project (“**Construction Documents**”) prepared by AVCON, INC. All of the foregoing Contract Documents are sometimes referred to herein as the “**Contract**”.

B. Owner shall furnish Contractor with a reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Contractor for execution of the Work, shall be made by Contractor from its reproducible set at Contractor’s sole cost and expense. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work by Owner or termination of the Contract, whichever occurs first; provided, however, Owner is furnishing Contractor a reproducible set of Construction Documents for Contractor’s convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

C. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Construction Documents are permitted, except as may be otherwise specifically stated in the Contract Documents.

D. If during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to Design Professional and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

E. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to immediately notify Design Professional and Owner and, absent contrary instruction from Owner, comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

## **Section 2. Scope of Work**

Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents (collectively, the "Work"). For the avoidance of doubt, Contractor shall have the responsibility to perform the Work and build the entire Project in accordance with the Construction Documents, except any work as may specifically be stated in the Contract Documents to be the responsibility of others.

## **Section 3. Relationship of Parties**

A. Contractor hereby designates Travis Lorenzen as its Project Manager, with full authority to bind and obligate Contractor on all matters arising out of or relating to the Work or the Contract Documents. Contractor shall ensure that the Project Manager devotes whatever time is required to satisfactorily manage the Work and Contractor will provide for such required amount of time in the Itemized General Conditions Expenses Attachment to be attached to the GMP Amendment. The Project Manager shall not be removed or replaced by Contractor without Owner's prior written approval, which approval shall not be unreasonably withheld.

B. Contractor shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Contract shall create an employment or agent relationship between the parties.



C. Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion (hereinafter defined) of the Work: (i) that it and, to the best of its knowledge, its subcontractors are financially solvent and possessed of sufficient working capital to complete the Work and perform all obligations hereunder; (ii) that it is authorized to do business in the State in which the Project is located and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the Project; (iii) that its execution of this Agreement and all of the Contract Documents, and its performance thereof is within its duly authorized power; (iv) that its duly authorized representative has visited, and is familiar with the local and special conditions under which the Work is to be performed and has correlated onsite observations with the requirements of the Contract Documents; and (v) that it possesses a high level of experience and expertise in the construction of projects of the size, complexity and nature of this particular Project and that it will perform the Work with the care, skill and diligence of such a contractor.

#### **Section 4. Contract Price and Payment Process**

A. In consideration of the full and faithful performance by Contractor of the covenants and obligations in the Contract, Owner agrees to pay, or cause to be paid, to Contractor \$7,987,334 (herein "**Contract Price**"), in accordance with the terms of the Contract and as may be modified by written and approved Change Orders or Construction Change Directives.

#### **B. PROGRESS PAYMENTS.**

- i. Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as Owner reasonably may require. Prior to submitting its first monthly Application for Payment, Contractor shall submit to Owner and Design Professional, for their review and approval, a Schedule of Values based upon the lump sum compensation to be paid Contractor for the Work hereunder. After its approval by Owner, that Schedule of Values shall be used as the basis for Contractor's monthly Applications for Payment. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. The approved Schedule of Values shall be updated to reflect current Change Orders and Construction Change Directives and submitted each month to Owner along with a completed and notarized copy of the Application for Payment.
- ii. The Schedule of Values shall list the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work.

- iii. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.
- iv. Contractor shall submit two (2) notarized original copies of its monthly Application for Payment to Owner on or before the twenty-fifth (25<sup>th</sup>) day of each month for Work performed during the previous month. Applications for Payment received after the twenty-fifth (25<sup>th</sup>) day of each month shall be considered for payment as part of the next month's application. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Contractor. Owner shall pay Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Contractor within twenty (20) calendar days of Owner's receipt of the Certificate for Payment. General conditions and/or general requirements will be paid based on the percentage of Work complete on site, with the exception of Contractor's initial Application for Payment which may include the reimbursement of costs for the Bonds.
- v. Unless otherwise provided elsewhere in the Contract Documents, Owner shall retain five percent (5%) of that portion of the gross amount of each monthly payment request certified by Design Professional and approved by Owner for payment thru final payment. Nothing in this Section shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Further, any release of retainage, or portion thereof, shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to Contractor, or (ii) any other rights or remedy that Owner has under the Contract Documents, at law or in equity.
- vi. Payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- vii. Each Application for Payment shall be accompanied by: (a) properly executed and notarized (i) Release and Affidavit, in the form attached to the Agreement as Exhibit A, and (ii) Waiver of Right to Claim Against the Payment Bond (Progress Payment) in form prescribed by applicable law, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment has been requested have been paid in full through the previous month's Application for Payment, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have

delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Progress Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) updated Schedule(s) required by the Contract Documents, (c) a written consent from the surety for the payment being requested; and (d) such other information, documentation, and materials as Owner or Design Professional may reasonably require (e.g. payrolls, petty cash accounts, an invoices). Owner shall not be required to make payment until and unless these affidavits, waivers, reports and other information, documentation and materials are furnished by Contractor.

- viii. If Contractor is withholding any portion of a payment to any subcontractor or supplier for any labor, services, or materials for which Owner has paid Contractor, Contractor agrees to refund such money to Owner. Applications for Payment shall not include requests for payment for portions of the Work for which Contractor does not intend to pay a subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.
- ix. Each Application for Payment shall constitute a certification and representation by Contractor to Owner that: (a) the construction has progressed to the point indicated; (b) the quality of the Work covered by the application is in accordance with the Contract Documents; (c) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (d) all due and payable bills with respect to the Work have been paid to date or included in the amount requested in the current application, and there is no known basis for the filing of any construction liens or claims or any other lien or claim on the Work; (e) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; (f) Contractor is entitled to payment in the amount requested; (g) such Application for Payment represents the amount payable to Contractor under the terms of the Contract Documents, and (h) such Application for Payment has not been front-end-loaded either by Contractor or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).
- x. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment unless later passage of title is expressly provided for elsewhere herein. Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### C. PAYMENTS WITHHELD.

- i. Design Professional shall review each Application for Payment submitted by Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Contractor under the Contract or any other agreement between Owner and Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to Owner's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from Owner.

### D. FINAL PAYMENT.

- i. Owner shall make final payment to Contractor within twenty (20) calendar days after the Work is finally accepted by Owner, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, furnishes Owner with: (a) a properly executed and notarized final release (conditioned only upon receipt of final payment in the form of the Release and Affidavit attached to the Agreement as Exhibit A and Waiver of Right to Claim Against the Payment Bond (Final Payment) in form prescribed by applicable law, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Final Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) all as-built Contract Documents, including as-built drawings for design-build systems

delegated to Contractor; (c) a complete list of subcontractors and principal suppliers on the Project, including addresses and telephone numbers; (d) evidence reasonably acceptable to Owner that the Work has passed all requisite governmental inspections; (e) an indexed, readable and searchable electronic copy, in format acceptable to Owner and, if requested, hard copies of all operation and maintenance manuals, permits, and temporary and final certificates of completion or occupancy, as applicable, and third party warranty documents applicable to the Work; (f) a Final Payment Affidavit in statutory form; (g) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner; (h) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Owner; and (i) such other materials, information and documentation that may be required by the Contract Documents or Owner.

- ii. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of the Contract or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection.

#### **Section 5. Changes in the Work**

A. Owner shall have the right at any time during the progress of the Work, without invalidating the Contract, to change, increase or decrease the Work. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any increased compensation or adjustment to the Contract Time without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. **NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.**

B. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Contractor's estimate shall include a critical path analysis of impacts to time as well as cost to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and Contractor's proposed methods to

minimize costs, and any delay to the performance of the Work. If Contractor fails to submit a written proposal or request additional time for submitting the proposal within the fourteen (14) day time period, it shall be presumed that the change described in Owner's request for a proposed change will not result in a modification to the Contract Price or Contract Time and, if directed by Owner in writing, the change shall be performed by Contractor without additional compensation. Owner's request for a proposed change does not authorize Contractor to commence performance of the change, unless otherwise specified in writing. If Owner decides that the proposed change be performed, the Work shall be authorized according to Change Order or Construction Change Directive procedures set forth herein.

C. If Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Price or Contract Time or Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then Contractor may submit a written Change Order Request ("COR") (to be followed by substantiating data), in a format acceptable to Owner, and must specify the reasons for such proposed change, including relevant circumstances and impacts on the schedule. Contractor shall submit a written price proposal concurrently with the COR. Contractor may request additional compensation and/or time through a COR but not for instances that Contractor knew or reasonably should have known occurred more than fourteen (14) days prior to the date the COR is submitted. Contractor's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any such COR that is approved by Owner will be incorporated in a Change Order or Construction Change Directive. If Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but Contractor believes that it does have merit, the Contractor may submit a Claim in accordance with the procedures set forth herein.

D. A Change Order, in the form attached as Exhibit B to the Agreement, shall be prepared by Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Contractor and Owner concerning requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Time.

E. If Owner and Contractor are unable to agree on a Change Order for a requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with Owner's adjustment determination, Contractor must make a Claim pursuant to the terms of this Contract or else be deemed to have waived any Claim it might otherwise have had on that matter.

F. In the event a COR presented by Contractor is approved by Owner which results in either an increase or decrease to the Contract Price, a Change Order shall be issued which increases or decreases the Contract Price by the amount of Contractor's actual and reasonable direct cost of the Work (including bond premiums). In the event such change Work is performed by subcontractors or

sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted.

### **Section 6. Contract Time, Schedules, and Liquidated Damages**

A. Time is of the essence in the performance of the Work under the Contract. The “**Commencement Date**” shall be established in a written Notice to Proceed to be issued by Owner. Contractor shall commence the Work within five (5) calendar days after the Commencement Date. No portion of the Work shall be performed prior to the Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Commencement Date and ending on the date of Substantial Completion, hereinafter defined, of the Work is referred to hereafter as the “**Contract Time**”. The Contract Time is set forth with more specificity in Subsection 6.B below.

B. Subject to adjustments to the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than **536 calendar days** from the Commencement Date of the Work. “Substantial Completion is when the Work has been completed to the point where Owner can lawfully occupy or utilize the Work for its intended purpose under a Certificate of Occupancy, or Conditional Certificate of Occupancy (with conditions acceptable to Owner in its sole discretion), or Certificate of Substantial Completion provided by the Design Professional, or their equivalent. Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within **60 calendar days** after the Substantial Completion date, or within **60 calendar days** after Contractor’s receipt of the punch list, whichever date occurs last (“**Final Completion Date**”).

C. An initial Project schedule is set forth in Exhibit C to this Contract.

D. The Project Schedule and all other schedules required hereunder shall be updated by Contractor monthly and be in a critical path methodology format. The Project Schedule and all updates to it shall be subject to Owner’s and Design Professional’s review and comment. Contractor’s submittal of a satisfactory Project Schedule and updates thereto and Owner’s acceptance of same shall be a condition precedent to Owner’s obligation to pay Contractor.

E. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is responsible or liable. Unless expressly noted otherwise in the Contract Documents, Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, coordination of trades and subcontractors, coordination of drawings to existing as-built conditions and site conditions, and the coordination of Owner’s suppliers and contractors.

F. Should Contractor be obstructed or delayed in the critical path of the prosecution of,

or completion of, the Work as a result of unforeseeable causes that are (a) beyond the control of Contractor, (b) not due to Contractor's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time as more specifically addressed in the Bid Documents at Section 01135 of the General Requirements, then Contractor shall notify Owner and Design Professional in writing within forty-eight (48) hours after the commencement of such delay (which time period shall control over any conflicting time periods specified elsewhere herein) stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension therefor.

G. Owner shall have the right, at any time, whether or not Contractor is behind schedule, to order Contractor to accelerate its Work. In the event that Owner orders Contractor to accelerate its Work and Contractor (i) is not behind schedule, and (ii) believes that acceleration will increase the cost of performance, Contractor, shall be required to submit a Claim, hereinafter defined, for an adjustment to the Contract Price. Any such Claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

H. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances (collectively, "**hazardous materials**") not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected, and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

I. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time for any delays on the Project; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, punitive, special, indirect, incidental, or consequential damages of any kind or nature whatsoever. For the avoidance of doubt,



Owner's exercise of its reserved right to change, increase or decrease the Work shall not be deemed to be "fault or neglect of Owner" serving as the basis for additional compensation under this Subsection.

J. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Contractor fails to achieve Substantial Completion of the Work within the Contract time, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$ 2,500.00)** for each calendar day thereafter until Substantial Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely if Contractor fails to achieve Substantial Completion of the Work within the Contract Time and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

K. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Work fails to achieve Final Completion, hereinafter defined, by the Final Completion Date, as said time may be adjusted as provided for herein. "Final Completion" shall mean, for the purposes of this subsection, that Contractor has satisfied all conditions to Design Professional's issuance of a final Certificate for Payment. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to ascertain and quantify because this is a public construction project that will, when Final Completion is achieved, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Should Contractor fail to achieve Final Completion of the Work by the Final Completion Date, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$ 2,500.00)** for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Owner may deduct liquidated damages prescribed in this subsection from any

unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for Contractor's failure to achieve Final Completion of the Work by the Final Completion Date and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Final Completion of the Work.

L. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. "**Days**" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days". The term "**business day**" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

#### **Section 7. Bonds**

A. Within ten (10) business days after the Contract is signed by Owner and Contractor and before any portion of the Work to be covered by such bonds is commenced, Contractor shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the amount of one hundred percent (100%) of the Contract Price. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner, in its sole discretion:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. The Bonds must be fully performable in Florida, with service and venue in the location of the Project site.

6. If the Contract Price exceeds Five Hundred Thousand and No/100 (\$500,000.00), the surety company shall also comply with the following provisions:

a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's prior written approval.

C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, within five (5) days after Owner's written approval of the Bonds and before commencing the Work, Contractor shall record in the Public Records of Brevard County, Florida, a copy of the Performance and Payment Bonds. Contractor shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to Contractor hereunder.

### Section 8. Insurance

During the term of the Contract or for such longer period as specified in the Contract Documents or required by applicable law, Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida. Simultaneously with the execution and delivery of the Contract by Contractor, Contractor shall deliver to Owner properly executed Certificates of Insurance and copies of additional insured endorsements in form acceptable to Owner showing Owner as an additional insured, which shall evidence the fact that Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, if requested by Owner during the course of the Project. These Certificates, additional insured endorsements and policies shall contain

provisions that thirty (30) calendar days written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Contractor shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract. In no event shall any failure of Owner to receive copies or certificates of policies required under the Contract be construed as a waiver by Owner of Contractor's obligations to obtain insurance pursuant as required by the Contract. The obligation to procure and maintain insurance required by the Contract is a separate responsibility of Contractor and independent of its duty to furnish a copy or certificate of such insurance policies.

A. All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

- i. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Contractor to meet the requirements of the Contract shall name Titusville Cocoa Airport Authority, as an additional insured as to the operations of Contractor under the Contract Documents and shall contain a severability of interests provisions.
- ii. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- iii. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract, and the "Other Insurance" provisions of any policies obtained by Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.
- iv. All insurance policies shall be fully performable in Brevard County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- v. All insurance policies to be provided by Contractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Brevard County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Brevard County, Florida.

- vi. The acceptance by Owner of any evidence of the insurance coverages and limits required by the Contract, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance are in compliance with the requirements of the Contract.
- vii. Before starting and until completion of all Work required hereunder or for such longer period as otherwise specified herein or required by applicable law, Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit D to the Agreement, "Insurance Coverage," which is attached hereto and made a part hereof Contractor shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified in Exhibit D to the Agreement, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by Owner.
- viii. If any insurance provided pursuant to the Contract expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) calendar days prior to the date of expiration.
- ix. Should at any time Contractor not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased.

If Contractor fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due Contractor under the Contract. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Contract.

- x. All insurance companies from whom Contractor obtains the insurance policies required hereunder must meet the following minimum requirements:
  - a. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
  - b. The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of the Agreement.

- c. The insurance company must have an A. M. Best policyholder rating of either “A+”, “A”, or “A-”.
  - d. The insurance company must have a current A. M. Best financial rating of “Class VI” or higher.
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- xi. Unless otherwise noted in the Contract Documents, Owner shall maintain property insurance with respect to the Project. The property insurance shall include the interests of Contractor and its subcontractors and suppliers in the Project. The property insurance shall be an “Open Perils Policy” type of policy, with coverage amounts, deductibles and sublimits established by Owner. The property insurance shall not cover loss to any of Contractor’s or its subcontractors’ owned, leased or rented property, including trailers, tools, supplies and equipment. Any losses under the property insurance shall be adjusted by Owner, with the cooperation of Contractor, with any claim check being made payable to Owner. Contractor shall be liable and responsible for all property insurance deductibles up to the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) on each loss occurrence. Owner will provide a sample certificate showing builders risk coverage.
  - xii. Insurance requirements itemized in the Contract and required of Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under the Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - xiii. Each insurance policy required by the Contract shall:
    - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability; and
    - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Owner.
  - xiv. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.
  - xv. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of the Contract.
  - xvi. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of the Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

- xvii. Claims Made Policies will be accepted for Professional Liability and Pollution Liability (Hazardous Materials), and such other risks as are authorized by Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than four (4) years. If provided as an option, Contractor shall purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Contract.
- xviii. Certificates of Insurance or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements, evidencing Claims Made or Occurrence Form Coverage and conditions to the Contract are to be furnished to Owner prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements or shall be received by Owner before Contractor will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.
- xix. Notices of Accidents (occurrences) and Notices of Claims associated with the Work being performed under the Contract, shall be provided to Contractor's/subcontractor's/consultant's insurance company and Owner as soon as practicable after notice to the insured.

D. WAIVER OF SUBROGATION.

- i. Contractor waives all rights of subrogation against Owner, Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance required to be maintained by Contractor or its subcontractors, to the extent such damages or injuries are covered by such insurance. Contractor shall require similar waivers from all of its subcontractors.
- ii. If any policies of insurance required to be maintained by Contractor or its subcontractors require an endorsement to provide any waiver of subrogation referenced above, Contractor shall cause such policies to be so endorsed.

**Section 9. Indemnification**

A. The Contractor shall indemnify, defend, and save harmless to the limit allowed by law, the Owner and the Design Professional and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees and costs arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction or damages of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification is not intended to provide indemnity protection for any negligent

acts or omissions of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Design Professional, the Design Professional's agents or employees arising out of errors or omissions in maps, drawings, plans, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Design Professional. If any word, clause or provision of any of the indemnification provisions of the Contract is determined not to be in compliance with Fla Stat. Section 725.06, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties the Contractor's indemnity obligations comply fully with Fla. Stat. Section 725.06, including any amendments, in all respects.

B. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to defend the specified indemnified parties shall be at Contractor's sole expense. Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by a party or person indemnified hereunder, unless such person or party agrees in writing to an extension of this time. The defense provided by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of the Contract until it is determined by final judgment that an action against Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. In any and all claims against the Owner or the Design Professional or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

## **Section 10. Completion, Warranty, and Defective Work**

### **A. SUBSTANTIAL COMPLETION.**

- i. When the entire Work (or any portion thereof designated in writing by Owner) is substantially complete, Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial



Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) to be achieved by Contractor and include a final punch list of items to be completed or corrected by Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Contractor within seven (7) calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under the Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if the Contract involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this Section for each building, structure, or phase of the Project. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or partial Substantial Completion), but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

#### B. FINAL COMPLETION.

- i. When Contractor believes it has fully performed all of the Work, including all punch list items, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment, which Contractor shall submit within one hundred twenty (120) days of the date of Substantial Completion. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit A, (2) consent of surety to final payment, (3) all close-out documentation and information required by the Contract Documents to be provided by Contractor prior to its entitlement to final payment, and (4) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though

Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that Final Completion has been achieved, neither the final payment nor the retainage shall become due and payable.

#### C. WARRANTY.

- i. Contractor shall obtain and assign to Owner on a non-exclusive basis all warranties given to Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Contractor), or normal wear and tear under normal usage.

#### D. DEFECTIVE WORK.

- i. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design

Professional, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

- ii. If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- iii. Owner shall have the right to order Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Contractor or any other person.
- iv. Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.
- v. If Contractor fails, within a reasonable time (as determined by Owner) after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate

in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

### **Section 11. Termination**

#### **E. TERMINATION BY THE OWNER FOR CAUSE.**

- i. Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by Owner or Design Professional or as provided for in the Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.
- ii. If Owner determines that Contractor is in default under the Contract, Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner,

in its sole discretion, may choose. In making either the initial determination that Contractor is in default under the Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Contractor is in default or has failed to satisfactorily cure its default.

- iii. If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Price, and if such expenditures exceed the unpaid balance of the Contract Price, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Price exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Contractor shall be paid the amounts earned prior to Contractor's rights under the Contract were terminated. Any amounts to be paid to Owner by Contractor pursuant to this Subsection shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.
- iv. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.
- v. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor for termination for convenience in Subsection 10.B.i. below.

#### F. TERMINATION OF CONTRACTOR FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- i. Owner shall have the right to terminate the Contract without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage

withheld, demobilization costs actually incurred, and the cost to cancel any subcontracts, purchase orders, fabrication orders executed for the Project, but Contractor shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

- ii. Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents; provided, however, if the ordered suspension exceeds ninety (90) consecutive calendar days, Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage.

### **Section 12. Exhibits Incorporated and Order of Precedence**

The following documents are expressly agreed to be incorporated by reference and made a part of this Contract.

- Exhibit A: Form of Release and Affidavit
- Exhibit B: Form of Change Order
- Exhibit C: Initial Project Schedule
- Exhibit D: Insurance Coverage

In the event of any inconsistency, discrepancy, errors, or conflict between the Contract Documents, Section 50-03 of the FAA General Provisions, as modified, contained within the Bid Documents shall control the order of precedence.

### **Section 13. Notices**

A. All notices, consents, or approvals required or permitted to be given under the terms of the Contract shall be in writing and shall be sent by: (a) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (b) hand delivery, to the notice address of the respective parties set forth below in Subsection 13.B or 13.C, as applicable. Notice given in accordance with this Section 13 shall be effective on the earlier of the day actually received, if received on a business day (or, if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates specified below, (i) on the date of delivery or refusal of delivery, if by hand delivery, or (ii) on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice to the party specified in Subsection 13.B or 13.C, as applicable, below.

B. Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

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

C. Notices, consents or approvals required or permitted to be given to Contractor shall be delivered to Contractor at:

**W+J Construction Corp.  
1005 Viera Blvd. Suite 202  
Rockledge, FL 32955**

D. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### **Section 14. Claims and Disputes**

A. The term “**Claim**” as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

B. Initial notice of Claims by Contractor shall be made in writing to Owner and Design Professional within seven (7) calendar days after the first day of the event giving rise to such Claim or else Contractor shall be deemed to have waived the Claim. A fully substantiated written Claim with supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the conclusion of the event, unless Owner grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

C. Owner shall issue a decision on Contractor’s Claim within sixty (60) days from the Contractor’s issuance of the fully substantiated Claim. The Owner’s decision shall become binding on the Contractor unless the Contractor appeals the decision by requesting negotiations between executive level personnel from both Owner and Contractor in writing within five (5) business days of the Owner issuing its decision. Such negotiations shall take place within sixty (60) days of the Contractor’s written appeal. Should executive level negotiations fail to resolve the dispute, the parties may proceed to mediation on the Claim; provided, however, such mediation shall not occur prior to Substantial Completion of the Project. Any mediation of a Claim shall be conducted before a mediator selected by the Owner who is board certified in construction law by the Florida Bar.

D. Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, dispute, or pending Change Order request, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim, dispute, or Change Order request. Contractor shall not, under any circumstances, cease Work on the Project as the result of any unresolved Claims, disputes, or pending Change Orders.

E. Attendance at mediation shall be a condition precedent to Contractor bringing a lawsuit against Owner. Any litigation between Owner and Contractor (which term for the purposes

of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Any litigation between Owner and Contractor shall not be permitted to commence until the Project has achieved Substantial Completion and the Parties attend mediation resulting in an impasse. The exclusive venue of any such litigation between Owner and Contractor shall lie and be only in the appropriate State courts of the State of Florida's Eighteenth Judicial Circuit in and for Brevard County, Florida.

F. Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court. OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION.

G. In the event of any claim or dispute arising out of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

H. The parties specifically opt out of the requirements of Chapter 558, Florida Statutes.

#### **Section 15. Modification**

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **Section 16. Successors and Assigns**

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Contract.

#### **Section 17. Governing Law**

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

#### **Section 18. No Waiver**

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Further, the failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be



construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

#### **Section 19. Entire Agreement**

The Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

#### **Section 20. Severability**

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

#### **Section 21. Construction**

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. The headings of the Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments as contained in the Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation. The remedies granted to Owner in the Contract are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

#### **Section 22. Counterparts**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THIS SECTION IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

**CONTRACTOR:**  
W+J Construction Corp.



\_\_\_\_\_  
(Signature)

By: Erik Costin  
(Print)

Title: President

Date: 08/20/2024

**OWNER:**  
TITUSVILLE COCOA AIRPORT AUTHORITY

Kevin Daugherty, Digitally signed by Kevin Daugherty, AAE  
AAE Date: 2024.08.16 08:35:54 -04'00'

By: Kevin Daugherty, AAE  
Director of Airports

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





## ACTION ITEMS

FDOT PUBLIC TRANSPORTATION AGREEMENT

438461-1-94-01 AMENDMENT #4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT FOR EXTENSION OF PUBLIC  
TRANSPORTATION GRANT AGREEMENT**

Form 725-000-04  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

**DATE:** 9/5/24  
**TO:** Justin Hopman  
Titusville-Cocoa Airport District  
**FROM:** Luci Taylor  
**SUBJECT:** Corporate Hangar  
Merritt Island Airport  
**CONTRACT NUMBER:** G1N21  
**AMENDMENT NUMBER:** 4  
**FINANCIAL MANAGEMENT NUMBER:** 438461-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Titusville-Cocoa Airport District ("Agency"), dated 06/10/2020, is scheduled to expire on the 2 day of October, 2024.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of June, 2025, for additional time to complete the Project for the following reasons: Brevard County Permitting has held up issuing the Certificate of Occupancy while we reverify drainage calculations and change the location of the dumpster.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on \_\_\_\_\_ (to be completed by Department).

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:

\_\_\_\_\_

**RESOLUTION NO. 00-24-16**

**A RESOLUTION APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AMENDMENT NO. 4 TO GRANT FPN 438461-1 EXTENDING THE PROJECT END DATE FOR THE CORPORATE HANGAR AT MERRITT ISLAND AIRPORT.**

WHEREAS, on September 19, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-16 which approved FDOT Grant Amendment No. 4 to Grant FPN 438461-1 for an extension of the project end date for the Corporate Hangar at Merritt Island Airport.

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

This Resolution dated and adopted this 19th day of September 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



## ACTION ITEMS

PURCHASE OF COMPREHENSIVE AIRPORT LIABILITY  
INSURANCE FOR FY 2024/2025



# Proposal of Insurance

## Titusville Cocoa Airport Authority

51 Bristow Way  
Titusville, FL 32780

Arthur J. Gallagher Risk Management Services LLC  
Tom Coughlin, AAI | Area Executive Vice President  
Tom\_Coughlin@ajg.com | (386) 672-6210

**Presented:** August 28, 2024

AJG License Nos. IL 100292093 / CA 0D69293



[ajg.com](http://ajg.com)

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# Gallagher

Insurance | Risk Management | Consulting



# Table of Contents

- Your Gallagher Team ..... 3**
  - Service Commitment ..... 3
- Named Insured..... 4**
- Market Review..... 5**
- Full Program Details..... 6**
  - Package Policy – Public Risk Management of Florida ..... 6
  - Property..... 6
  - Property Terrorism & Sabotage..... 10
  - Active Shooter & Malicious Attack..... 14
  - Equipment Breakdown ..... 15
  - General Liability/Public Officials/Employment Practices Liability..... 16
  - Auto Liability ..... 17
  - Workers’ Compensation ..... 20
  - Crime (Optional)..... 21
  - Cyber Liability (Optional)..... 22
  - Payment Plans ..... 24
- Proposal Disclosures ..... 25**
- Coverages for Consideration ..... 28**
- Claims Reporting By Policy ..... 29**
- Binding Requirements ..... 30**
- Bindable Quotations & Compensation Disclosure Schedule ..... 31**
- Summary of Significant Coverage Changes ..... 32**
- Premium Summary ..... 35**
- Client Authorization to Bind Coverage ..... 37**



## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
<b>Tom Coughlin, AAI</b> Area Executive Vice President	Producer	Tom_Coughlin@ajg.com	(386) 672-6210 (p)
<b>Donna Alex, CIC, AAI, CAIP, CPIW</b> Client Service Supervisor	Client Service Supervisor	Donna_Alex@ajg.com	(386) 267-1812 (p)
<b>Cheryl Longino</b> Client Service Associate	Client Service Associate	Cheryl_Longino@ajg.com	(386) 267-1804 (p)
<b>Charlene Jones</b> Client Service Associate	Client Service Associate	Charlene_Jones@ajg.com	(386) 267-1803 (p)

### Service Commitment

#### Account Service

At Arthur J. Gallagher & Co., our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

#### Automobile Identification Cards

ID cards will be issued upon binding of coverage.

## Named Insured

<i>Named Insured</i>	<i>Aviation Ground Operations Liability</i>	<i>Workers' Compensation</i>	<i>Property Including Inland Marine</i>	<i>Business Automobile</i>	<i>Public Officials Management and Employment Practices</i>
Titusville Cocoa Airport Authority	X	X	X	X	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Package Policy - Property - Equipment Breakdown - Public Officials /Employment Practices - Auto Liability - Workers' Compensation - Crime - Cyber Liability	Public Risk Management	Recommended Quote	****
Property	Preferred Aviation Underwriters	Not Competitive	Non Admitted
Property	Excess and Surplus Lines	Not Competitive	Non Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

\*\*\*\***Public Risk Management** - The financial position of Public Risk Management of Florida [PRM] is categorized as notably stable and secure. Formed in 1987, PRM has consistently provided a quality and constant alternative to the general insurance marketplace. PRM is not a rapid growth association and has retained a tremendous percentage of long-term clients; currently including 70 members that comprise of counties, cities and special districts in Florida. The pool does not retain any risk on catastrophic property coverage (wind or flood) and cedes all the risk to A.M. Best "A-Rated" or better carriers. PRM's premium-to-surplus ratio exceeds pooling industry standards. Additionally, PRM is the only association of its kind that is **Membership Driven**, whereby members have a voice as it relates to the direction of the association overall. Entities that purchase all lines of insurance from PRM are automatically granted a seat on the board of directors, which is comprised of representatives of each association member. Board members set policy which is then carried out by the Executive Board and the PRM Executive Director. This voice allows our members to have overall control on the direction of the association which can include, but is not limited to, requests for improved services, expanded coverages or even deeper surplus credits. PRM holds quarterly board meetings, which all board members are encouraged to attend, for updates and to exercise their right to vote.

## Full Program Details

### PROPERTY

PROPERTY	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>COMPANY</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>TOTAL INSURED VALUES</b>	\$55,819,980
<b>DEDUCTIBLES</b>	
<ul style="list-style-type: none"> <li>▪ ALL OTHER PERILS, <b>EXCEPT:</b></li> <li>▪ AUTO PHYSICAL DAMAGE</li> <li>▪ ALL OTHER FLOOD – PER UNIT</li> <li>▪ FLOOD – SPECIAL FLOOD HAZARD AREAS</li> <li>▪ NAMED WINDSTORM - PER AFFECTED UNIT</li> <li>▪ INLAND MARINE</li> </ul>	\$1,000 \$1,000 \$1,000 EXCESS OF NFIP 5% - NO MINIMUM \$1,000
<b>VALUATION</b>	
<ul style="list-style-type: none"> <li>▪ AUTO PHYSICAL DAMAGE</li> <li>▪ BUSINESS INCOME</li> <li>▪ COINSURANCE</li> <li>▪ INLAND MARINE</li> <li>▪ PROPERTY</li> </ul>	ACTUAL CASH VALUE ACTUAL LOSS SUSTAINED NONE REPLACEMENT COST REPLACEMENT COST
<b>ASSOCIATION LIMITS</b>	
ALL PERILS, COVERAGE'S AND INSURED'S/ MEMBERS COMBINED – PER OCCURRENCE, <b>SUBJECT TO THE FOLLOWING SUB-LIMITS:</b>	\$250,000,000
<ul style="list-style-type: none"> <li>▪ FLOOD – PER OCCURRENCE ANNUAL AGGREGATE</li> </ul>	\$50,000,000
<ul style="list-style-type: none"> <li>▪ FLOOD SUBLIMIT – ANNUAL AGGREGATE               <ul style="list-style-type: none"> <li>- CONTRACTORS EQUIPMENT</li> <li>- FINE ARTS</li> <li>- LICENSED VEHICLES</li> <li>- UNLICENSED VEHICLES</li> </ul> </li> </ul>	\$5,000,000
<ul style="list-style-type: none"> <li>▪ FLOOD SUBLIMIT               <ul style="list-style-type: none"> <li>- PER OCCURRENCE</li> <li>- MISCELLANEOUS UNNAMED LOCATIONS</li> </ul> </li> </ul>	\$10,000,000
<ul style="list-style-type: none"> <li>▪ EARTHQUAKE SHOCK LIMIT               <ul style="list-style-type: none"> <li>- PER OCCURRENCE &amp; IN THE ANNUAL AGGREGATE</li> </ul> </li> </ul>	\$50,000,000
<ul style="list-style-type: none"> <li>▪ WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM</li> </ul>	\$50,000,000
<ul style="list-style-type: none"> <li>▪ AUTO PHYSICAL DAMAGE</li> <li>▪ ON AND OFF PREMISES</li> <li>▪ OVER THE ROAD</li> </ul>	\$10,000,000

**\*The limits represented for PRM are Association Limits and are shared for property only. Limits apply on a per occurrence basis unless otherwise stated. Included denotes full policy limits apply\***

**PROPERTY**

PROPERTY	
RENEWAL 10/01/2024 TO 10/01/2025	
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]	
▪ ACCIDENTAL CONTAMINATION	\$250,000/\$500,000
▪ ACCOUNT RECEIVABLES	INCLUDED
▪ ANIMALS • UNSCHEDULED ANIMALS	INCLUDED \$50,000 FOR ANY ONE ANIMAL / \$250,000 PER OCCURRENCE
▪ ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	LIMITED COVERAGE
▪ AUTOMATIC ACQUISITION LIMIT	\$25,000,000
▪ AUTOMATIC ACQUISITION LIMIT FOR • VEHICLES • SPECIAL FLOOD HAZARD AREAS	\$10,000,000 \$10,000,000 ANNUAL AGGREGATE
▪ BUILDING ORDINANCE UNDAMAGED PORTION OF BUILDING	INCLUDED
▪ BUSINESS INTERRUPTION	\$75,000,000
▪ CIVIL AUTHORITY WITHIN 10 MILES OF INSURED PREMISE	30 DAYS
▪ CLAIM PREPARATION EXPENSE	\$1,000,000
▪ CONTINGENT BUSINESS INTERRUPTION	\$5,000,000 EXCEPT TAX REVENUE EXCLUDED
▪ COURSE OF CONSTRUCTION & ADDITIONS	\$50,000,000 EXCLUDES FRAME BUILDERS RISK
▪ DEBRIS REMOVAL	INCLUDED
▪ DEMOLITION	INCLUDED
▪ EARTH MOVEMENT <i>EXCEPT</i> • VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	\$50,000,000 ANNUAL AGGREGATE \$5,000,000 COMBINED AGGREGATE
▪ ELECTRONIC DATA PROCESSING (EDP)	INCLUDED
▪ ERRORS & OMISSIONS	\$25,000,000
▪ EXPEDITING EXPENSE	\$50,000,000
▪ EXTENDED PERIOD OF INDEMNITY	180 DAYS
▪ EXTRA EXPENSE	\$50,000,000
▪ FINE ARTS ▪ UNSCHEDULED FINE ARTS	INCLUDED \$2,500,000
▪ FIRE FIGHTING EXPENSE	INCLUDED
▪ FLOOD <i>EXCEPT</i> ▪ SPECIAL FLOOD HAZARD AREAS ▪ VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	\$50,000,000 INCLUDED \$5,000,000 COMBINED AGGREGATE
▪ IMPROVEMENT & BETTERMENT	INCLUDED
▪ INCREASED COST OF CONSTRUCTION	\$25,000,000

**\*The limits represented for PRM are Association Limits and are shared for property only. Limits apply on a per occurrence basis unless otherwise stated. Included denotes full policy limits apply\***

**PROPERTY**

PROPERTY	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]</b>	
▪ INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	30 DAYS
▪ JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	\$500,000
▪ LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS <i>EXCEPT</i>	\$5,000,000
• UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	\$1,000,000
▪ LEASEHOLD INTEREST	INCLUDED
▪ MISCELLANEOUS UNNAMED LOCATIONS <i>EXCEPT</i>	\$25,000,000
• SPECIAL FLOOD HAZARD AREAS	\$10,000,000 ANNUAL AGGREGATE
▪ MOLD (RESULTANT)	\$35,000 AGGREGATE
▪ MONEY AND SECURITIES	\$2,500,000
▪ OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	\$25,000,000
▪ PERSONAL EFFECTS	INCLUDED
PERSONAL PROPERTY OF OTHERS	INCLUDED
▪ PERSONAL PROPERTY OUTSIDE THE USA	\$1,000,000
▪ PROTECTION AND PRESERVATION OF PROPERTY	INCLUDED
▪ PROPERTY OFF PREMISES	INCLUDED
▪ SIGNS	INCLUDED
▪ TRANSIT	\$25,000,000
▪ TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	\$500,000
▪ VALUABLE PAPERS AND RECORDS	INCLUDED
▪ WATERCRAFT	\$250,000 UNSCHEDULED ALL SCHEDULED INCLUDED
• UP TO 27 FEET, UNSCHEDULED	
• OVER 27 FEET, SCHEDULED	
<b>EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]</b>	
▪ RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA	EXCLUDED

**\*The limits represented for PRM are Association Limits and are shared for property only. Limits apply on a per occurrence basis unless otherwise stated. Included denotes full policy limits apply\***

**PROPERTY**

RATING EXPOSURES	
PROPERTY INFORMATION	
TOTAL INSURANCE VALUES	2024 – 2025
TOTAL BUILDING VALUES	\$45,591,060
TOTAL CONTENT VALUES	\$1,711,290
DECLARED/PROP IN OPEN	\$6,681,105
EDP EQUIPMENT (HARDWARE)	35,500
BUSINESS INTERRUPTION/EXTRA EXPENSE	\$1,000,000
EQUIPMENT VALUES	
AUTOMOBILE VALUES – ACTUAL CASH VALUE	\$801,025
AUTOMOBILE VALUES – REPLACEMENT COST	-
RENTAL VALUES	-
MISCELLANEOUS PROPERTY	-
<b>TOTAL INSURABLE VALUES</b>	<b>\$55,819,980</b>

**\*APPRAISAL COSTS ARE INCLUDED WITHIN THE PRM PROGRAM\***  
**AN APPRAISAL WILL BE CONDUCTED WITHIN ONE YEAR OF JOINING PRM**



## PROPERTY TERRORISM & SABOTAGE

PROPERTY TERRORISM & SABOTAGE	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>CARRIER</b>	LLOYDS OF LONDON
<b>NAMED INSURED</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>TERRORISM &amp; SABOTAGE</b>	\$25,000,000 PER OCCURRENCE \$25,000,000 AGGREGATE
<b>DEDUCTIBLE</b>	\$25,000
<b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]</b>	
▪ BUSINESS INTERRUPTION SUBLIMIT	\$25,000,000
▪ CIVIL OR MILITARY AUTHORITY SUBLIMIT	\$1,000,000, 30 DAY(S), AND 1 MILE(S)
▪ DEBRIS REMOVAL EXPENSES SUBLIMIT	\$250,000
▪ DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	\$250,000
▪ DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	\$1,000,000
▪ ERRORS & OMISSIONS SUBLIMIT	\$250,000
▪ ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	\$1,000,000
▪ EXTENDED PERIOD OF INDEMNITY SUBLIMIT	\$0 AND 180 DAY(S)
▪ FINE ART SUBLIMIT	\$ 250,000
▪ INGRESS/EGRESS SUBLIMIT	\$ 1,000,000, 30 DAY(S), AND 1 MILE(S)
▪ PRESERVATION OF PROPERTY SUBLIMIT	\$ 250,000
▪ PROFESSIONAL FEES SUBLIMIT	\$ 250,000
▪ RELOCATION EXPENSE SUBLIMIT	\$ 250,000
▪ SERVICE INTERRUPTION SUBLIMIT	\$ 1,000,000, 30 DAY(S), AND 1 MILE(S)
▪ TRANSIT SUBLIMIT	\$ 250,000
▪ VALUABLE PAPERS SUBLIMIT	\$ 250,000
▪ ACCOUNTS RECEIVABLE SUBLIMIT	\$ 250,000
▪ ASBESTOS SUBLIMIT	\$ 500,000
▪ AUTOMATIC COVERAGE SUBLIMIT	\$ 1,000,000 AND 30 DAY(S)
▪ COMMISSIONS, PROFITS, & ROYALTIES SUBLIMIT	\$ 250,000
▪ DELAY IN STARTUP COSTS SUBLIMIT	\$ 250,000
▪ FIRE PROTECTIVE SYSTEMS SUBLIMIT	\$ 10,000
▪ GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	\$ 250,000
▪ KEY & LOCK EXPENSE SUBLIMIT	\$ 250,000
▪ LANDSCAPING SUBLIMIT	\$ 10,000
▪ LOSS OF ATTRACTION SUBLIMIT	\$0, 0 DAY(S), AND 0 MILE(S)
▪ MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 30 DAY(S)
▪ NEWLY ACQUIRED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 90 DAY(S)
▪ PROPERTY IN COURSE OF CONSTRUCTION SUBLIMIT	\$1,000,000
▪ RENTAL INCOME SUBLIMIT	NOT INCLUDED
▪ SOFT COST SUBLIMIT	\$250,000

**UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT OF LIABILITY**



STATEMENT OF VALUES

Address					Occupancy	Buildings	Personal Prop	Outdoor Property	Location Total
Street	City	County	St	Zip					
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	Administration Building	\$ 3,743,250	\$ 210,000	\$ -	\$ 3,953,250
6600 Tico Road - Bldg # 57	Titusville	Brevard	FL	32780	Hangar Building - Valiant Air Command - Bldg 57	\$ 1,630,585	\$ -	\$ -	\$ 1,630,585
6600 Tico Road - Bldg#55	Titusville	Brevard	FL	32780	North Hangar - Valiant Air Command- Bldg 55	\$ 1,090,200	\$ -	\$ -	\$ 1,090,200
6600 Tico Road - Bldg#54	Titusville	Brevard	FL	32780	Hangar Building - Valiant Air Command - Bldg 54	\$ 2,723,430	\$ -	\$ -	\$ 2,723,430
7001 Challenger Ave.	Titusville	Brevard	FL	32780	West Side Security Gate System	\$ -	\$ -	\$ 26,250	\$ 26,250
11 Bristow Way	Titusville	Brevard	FL	32780	Air Traffic Control Tower - Bldg 2	\$ 1,057,425	\$ 525,000	\$ -	\$ 1,582,425
335 Perimeter Road	Titusville	Brevard	FL	32780	TCAA Maintenance - Bldg 39	\$ 270,250	\$ 367,500	\$ -	\$ 637,750
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 11 Units (A-K) Bldg T-7	\$ 546,020	\$ -	\$ -	\$ 546,020
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-9	\$ 501,055	\$ -	\$ -	\$ 501,055
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-8	\$ 493,580	\$ -	\$ -	\$ 493,580
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-5	\$ 417,795	\$ -	\$ -	\$ 417,795
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-4	\$ 417,795	\$ -	\$ -	\$ 417,795
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-3	\$ 448,040	\$ -	\$ -	\$ 448,040
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) Bldg T-2	\$ 448,040	\$ -	\$ -	\$ 448,040
6600 Tico Road - Bldg#56	Titusville	Brevard	FL	32780	South Storage Hangar - Valiant Air Command - Bldg 56	\$ 132,250	\$ -	\$ -	\$ 132,250
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	R/W Taxiway Lighting	\$ -	\$ -	\$ 2,625,000	\$ 2,625,000
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	Perimeter Security Fencing	\$ -	\$ -	\$ 210,000	\$ 210,000
1 Bristow Way	Titusville	Brevard	FL	32780	Office Building - Jet Center - Bldg 1	\$ 2,558,750	\$ 104,790	\$ -	\$ 2,663,540
6995 Tico Road - Bldg 53	Titusville	Brevard	FL	32780	Office Building - Bldg 60	\$ 1,325,950	\$ -	\$ -	\$ 1,325,950
7065 Challenger Ave.	Titusville	Brevard	FL	32780	Office Building - MAG Aerospace - Bldg 43	\$ 687,585	\$ -	\$ -	\$ 687,585
7003 Challenger Ave.	Titusville	Brevard	FL	32780	Executive Hangar - Space Coast Jet Center - Bldg 27	\$ 313,835	\$ -	\$ -	\$ 313,835
365 Golden Knights Blvd.	Titusville	Brevard	FL	32780	Executive Hangar - USA IS - Bldg 29	\$ 1,954,080	\$ -	\$ -	\$ 1,954,080
7030 Center Lane	Titusville	Brevard	FL	32780	Executive Hangar - Air Scan - Bldg 51	\$ 1,029,940	\$ -	\$ -	\$ 1,029,940
7017 Challenger Ave.	Titusville	Brevard	FL	32780	Executive Hangar - Air Scan - Bldg 9	\$ 802,355	\$ -	\$ -	\$ 802,355
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	East Side Security Gate System	\$ -	\$ -	\$ 26,250	\$ 26,250
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	Beacon	\$ -	\$ -	\$ 89,250	\$ 89,250
Entrance to US Hwy 1	Titusville	Brevard	FL	32780	Airport Signage	\$ -	\$ -	\$ 44,100	\$ 44,100
Entrance to State Road 405	Titusville	Brevard	FL	32780	Airport Signage	\$ -	\$ -	\$ 44,100	\$ 44,100
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	AWOS	\$ -	\$ -	\$ 173,250	\$ 173,250
51 Bristow Way	Titusville	Brevard	FL	32780	ARFF Building	\$ 2,601,645	\$ 210,000	\$ -	\$ 2,811,645
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	Fuel Farm	\$ 253,000	\$ -	\$ -	\$ 253,000
335 Perimeter Road	Titusville	Brevard	FL	32780	Maintenance - Diesel (300 gallons)	\$ -	\$ -	\$ -	\$ -
335 Perimeter Road	Titusville	Brevard	FL	32780	Maintenance - Gas (300 gallons)	\$ -	\$ -	\$ -	\$ -
335 Perimeter Road	Titusville	Brevard	FL	32780	Maintenance - Gas (300 gallons)	\$ -	\$ -	\$ -	\$ -
5 Bristow Way	Titusville	Brevard	FL	32780	Vault (Electrical) Q93152 - NC	\$ 28,750	\$ -	\$ -	\$ 28,750
355 Golden Knights Blvd.	Titusville	Brevard	FL	32780	T Hangar, 10 Units (A-J) - Bldg T-11	\$ 531,185	\$ -	\$ -	\$ 531,185
55 Bristow Way	Titusville	Brevard	FL	32780	Executive Hangar	\$ 1,896,235	\$ -	\$ -	\$ 1,896,235
51 Bristow Way				32780	ARFF Generator - Catepillar	\$ 57,500	\$ -	\$ -	\$ 57,500
						\$ -	\$ -	\$ -	\$ -





STATEMENT OF VALUES

Address					Occupancy	Buildings	Personal Prop	Outdoor Property	Location Total
Street	City	County	St	Zip					
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Vault (Electrical)	\$ 29,325	\$ 78,750	\$ -	\$ 108,075
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 9 Units (A-I) - Bldg T-7	\$ 370,645	\$ -	\$ -	\$ 370,645
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 9 Units (A-I) - Bldg T-1	\$ 454,135	\$ -	\$ -	\$ 454,135
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 7 Units (A-G) - Bldg T-8	\$ 353,855	\$ -	\$ -	\$ 353,855
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 6 Units (A-F) - Bldg T-9	\$ 308,545	\$ -	\$ -	\$ 308,545
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 10 Units - (A-J) - Bldg T-3	\$ 363,285	\$ -	\$ -	\$ 363,285
480 N. Williams Avenue	Titusville	Brevard	FL	32796	T Hangar, 10 Units (A-J) - Bldg T-2	\$ 498,065	\$ -	\$ -	\$ 498,065
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Service Office - Bldg 11	\$ 159,505	\$ -	\$ -	\$ 159,505
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Service Hangar - Bldg 9	\$ 362,365	\$ -	\$ -	\$ 362,365
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Runway Taxiway Lighting	\$ -	\$ -	\$ 787,500	\$ 787,500
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Perimeter Security Fencing	\$ -	\$ -	\$ 157,500	\$ 157,500
385 N. Singleton Ave.	Titusville	Brevard	FL	32796	Office Building/Hall	\$ 406,065	\$ -	\$ -	\$ 406,065
695 N. Singleton Avenue	Titusville	Brevard	FL	32796	Office Building - Golf Range - Bldg 20	\$ 48,300	\$ -	\$ -	\$ 48,300
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Office Building - Bldg 10	\$ 140,300	\$ -	\$ -	\$ 140,300
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Fuel Farm	\$ 253,000	\$ -	\$ -	\$ 253,000
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Maintenance - diesel (200 gallons)	\$ -	\$ -	\$ -	\$ -
476 N. Williams Avenue	Titusville	Brevard	FL	32796	Executive Hangar - Bldg 24	\$ 723,005	\$ -	\$ -	\$ 723,005
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Electric Security Gates	\$ -	\$ -	\$ 11,550	\$ 11,550
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Beacon	\$ -	\$ -	\$ 70,350	\$ 70,350
	Titusville	Brevard	FL	32796	AWOS	\$ -	\$ -	\$ 478,755	\$ 478,755
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Airport Maintenance Building	\$ 78,660	\$ 57,750	\$ -	\$ 136,410
480 N. Williams Avenue	Titusville	Brevard	FL	32796	Box Hangar Building - T-13	\$ 108,790	\$ -	\$ -	\$ 108,790
						\$ -	\$ -	\$ -	\$ -





STATEMENT OF VALUES

Address					Occupancy	Buildings	Personal Prop	Outdoor Property	Location Total
Street	City	County	St	Zip					
900 Airport Road	Merritt Island	Brevard	FL	32952	Vault (Electrical)	\$ 33,005	\$ 157,500	\$ -	\$ 190,505
900 Airport Road	Merritt Island	Brevard	FL	32952	T-Hangar, 8 Units (A-H) Bldg T-11	\$ 429,640	\$ -	\$ -	\$ 429,640
900 Airport Road	Merritt Island	Brevard	FL	32952	T-Hangar, 7 Units (A-G) Bldg T-10	\$ 411,700	\$ -	\$ -	\$ 411,700
900 Airport Road	Merritt Island	Brevard	FL	32952	T-Hangar, 14 Units (A-N) Bldg T-12	\$ 784,185	\$ -	\$ -	\$ 784,185
475 Manor Drive	Merritt Island	Brevard	FL	32952	T Hangar, 8 Units (A-H) Bldg T-1	\$ 574,425	\$ -	\$ -	\$ 574,425
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 15 Units (A-O) Bldg T-9	\$ 764,635	\$ -	\$ -	\$ 764,635
475 Manor Drive	Merritt Island	Brevard	FL	32952	T Hangar, 14 Units (A-N) Bldg T-4	\$ 696,095	\$ -	\$ -	\$ 696,095
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 13 Units (A-M) Bldg T-7	\$ 692,990	\$ -	\$ -	\$ 692,990
475 Manor Drive	Merritt Island	Brevard	FL	32952	T Hangar, 12 Units (A-L) Bldg T-5	\$ 624,335	\$ -	\$ -	\$ 624,335
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 10 Units (A-J) Bldg T-8	\$ 467,360	\$ -	\$ -	\$ 467,360
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 10 Units (A-J) Bldg T-6	\$ 467,360	\$ -	\$ -	\$ 467,360
475 Manor Drive	Merritt Island	Brevard	FL	32952	T Hangar, 10 Units (A-J) Bldg T-3	\$ 456,550	\$ -	\$ -	\$ 456,550
475 Manor Drive	Merritt Island	Brevard	FL	32952	T Hangar, 10 Units (A-J) Bldg T-2	\$ 503,700	\$ -	\$ -	\$ 503,700
900 Airport Road	Merritt Island	Brevard	FL	32952	Service Hangar - Island Group - Bldg 25	\$ 1,677,735	\$ -	\$ -	\$ 1,677,735
900 Airport Road	Merritt Island	Brevard	FL	32952	Security Gates (2)	\$ -	\$ -	\$ 52,500	\$ 52,500
900 Airport Road	Merritt Island	Brevard	FL	32952	Security Fencing	\$ -	\$ -	\$ 173,250	\$ 173,250
900 Airport Road	Merritt Island	Brevard	FL	32952	R/W Taxiway Lighting	\$ -	\$ -	\$ 1,050,000	\$ 1,050,000
475 Manor Drive	Merritt Island	Brevard	FL	32952	Office Hangar - Space Coast Aviation - Bldg 5	\$ 131,100	\$ -	\$ -	\$ 131,100
475 Manor Drive	Merritt Island	Brevard	FL	32952	Office Building - Voyager Aviation - Bldg 4	\$ 184,690	\$ -	\$ -	\$ 184,690
475 Manor Drive	Merritt Island	Brevard	FL	32952	Office Building - Mosquito Control Building - Bldg 3	\$ 115,000	\$ -	\$ -	\$ 115,000
900 Airport Road	Merritt Island	Brevard	FL	32952	ND Beacon	\$ -	\$ -	\$ 84,000	\$ 84,000
800 S. Courteney Pkwy.	Merritt Island	Brevard	FL	32952	Mini Warehouse - Bldg 54 Office	\$ 112,930	\$ -	\$ -	\$ 112,930
475 Manor Drive	Merritt Island	Brevard	FL	32952	Fuel Farm	\$ 143,750	\$ -	\$ -	\$ 143,750
473 Manor Drive	Merritt Island	Brevard	FL	32952	Executive Hangar - Sebastian Communications - Bldg 2	\$ 567,755	\$ -	\$ -	\$ 567,755
550 Airport Road	Merritt Island	Brevard	FL	32952	AWOS	\$ -	\$ -	\$ 577,500	\$ 577,500
800 S. Courtenay Pkwy.	Merritt Island	Brevard	FL	32952	Airport Storage - Bldg 57,58,59	\$ 878,485	\$ -	\$ -	\$ 878,485
800 S. Courtenay Pkwy.	Merritt Island	Brevard	FL	32952	Airport Storage - Bldg 56	\$ 218,615	\$ -	\$ -	\$ 218,615
800 S. Courtenay Pkwy.	Merritt Island	Brevard	FL	32952	Airport Storage - Bldg 55	\$ 218,615	\$ -	\$ -	\$ 218,615
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 6 Units (A-F) - Bldg T-14	\$ 588,685	\$ -	\$ -	\$ 588,685
900 Airport Road	Merritt Island	Brevard	FL	32952	T Hangar, 8 Units (A-H) Bldg T-15	\$ 608,350	\$ -	\$ -	\$ 608,350
415 Manor Drive	Merritt Island	Brevard	FL	32952	Grainger Corporate Hangar	\$ 621,000	\$ -	\$ -	\$ 621,000
<b>Total</b>						<b>\$45,591,060</b>	<b>\$ 1,711,290</b>	<b>\$ 6,681,105</b>	<b>\$53,983,455</b>
						EDP Hardware			\$ 35,500
						Business Interruption/Extra Exepnse			\$ 1,000,000
						Automobile - Actual Cash Value			\$ 801,025
									<b>\$55,819,980</b>



## ACTIVE SHOOTER & MALICIOUS ATTACK

<b>ACTIVE SHOOTER &amp; MALICIOUS ATTACK</b>	
<b>RENEWAL 10/01/2024 TO 10/01/2025</b>	
<b>CARRIER</b>	LLOYDS OF LONDON
<b>NAMED INSURED</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>ACTIVE SHOOTER &amp; MALICIOUS ATTACK</b>	\$2,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE
<b>DEDUCTIBLE</b>	\$25,000
<b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]</b>	
▪ ADDITIONAL SECURITY MEASURES SUBLIMIT	\$250,000
▪ COUNSELING SUBLIMIT	\$250,000
▪ PUBLIC RELATIONS COSTS SUBLIMIT	\$250,000
▪ MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	\$250,000
▪ WAITING PERIOD	0 HOURS

**UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY**

## EQUIPMENT BREAKDOWN

EQUIPMENT BREAKDOWN	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>CARRIER</b>	TRAVELERS ENERGYMAX 21
<b>NAMED INSURED</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>DEDUCTIBLES</b>	
▪ ALL OBJECTS	\$1,000
▪ TRANSFORMERS 10,000 KVA	\$10,000
<b>VALUATION</b>	
▪ ALL OTHER EQUIPMENT	REPAIR AND/OR REPLACEMENT
▪ EQUIPMENT & PROPERTY 25 YEARS OR OLDER ACV	ACTUAL CASH VALUE
<b>ASSOCIATION LIMITS</b>	
LIMIT PER ACCIDENT	\$50,000,000
<b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]</b>	
▪ BUSINESS INCOME / EXTRA EXPENSE	\$100,000
▪ PERIOD OF RESTORATION EXTENSION	30 DAYS
▪ SPOILAGE DAMAGE COVERAGE -INCL UTILITY INTERRUPTION	INCLUDED
▪ UTILITY INTERRUPTION SPOILAGE COVERAGE - WAITING PERIOD	4 HOURS
▪ ERRORS IN DESCRIPTION	INCLUDED
▪ EXPEDITING EXPENSE	INCLUDED
▪ HAZARDOUS SUBSTANCE	\$2,000,000
▪ MEDIA	\$500,000
▪ NEWLY ACQUIRED LOCATION	INCLUDED
▪ ORDINANCE OR LAW INCL. DEMOLITION	\$1,000,000
▪ REFRIGERANT CONTAMINATION	INCLUDED
▪ WATER DAMAGE	\$100,000
<b>MAJOR PERILS EXCLUDED</b>	
▪ EARTHQUAKE	EXCLUDED
▪ EC PERILS	EXCLUDED
▪ FLOOD	EXCLUDED
▪ FURNACE EXPLOSION	EXCLUDED
▪ LIGHTNING	EXCLUDED

## GENERAL LIABILITY/PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY

GENERAL LIABILITY	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>COMPANY</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>COVERAGE FORM</b>	OCCURRENCE
<b>SELF INSURED RETENTION</b>	\$0
<b>LIMITS</b>	
LIMIT OF LIABILITY (INCLUSIVE OF SIR)	\$1,000,000 EXCLUDES LIABILITY ARISING FROM AIRPORT OPERATIONS
<b>COVERAGE [INCLUDING BUT NOT LIMITED TO]</b>	
▪ EMPLOYEE BENEFIT LIABILITY	INCLUDED
▪ LAW ENFORCEMENT LIABILITY	EXCLUDED
<b>TERMS [INCLUDING BUT NOT LIMITED TO]</b>	
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG
<b>PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY</b>	
<b>COVERAGE FORM</b>	EACH CLAIM
<b>RETROACTIVE DATE</b>	10/01/2011
<b>LIMITS</b>	
LIMIT OF LIABILITY	\$1,000,000/\$3,000,000
<b>SUBLIMITS [INCLUDING BUT NOT LIMITED TO]</b>	
▪ BERT HARRIS	\$300,000/\$300,000
RETROACTIVE DATE: 10/01/2015	
▪ INVERSE CONDEMNATION	\$100,000/\$100,000
RETROACTIVE DATE: 10/01/2015	
▪ NON-MONETARY DAMAGES	\$100,000/\$100,000
RETROACTIVE DATE: 10/01/2015	
▪ SEXUAL MISCONDUCT	CAN BE INCLUDED AT NO ADDITIONAL COST
RETROACTIVE DATE: TBD	
<b>TERMS [INCLUDING BUT NOT LIMITED TO]</b>	
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG
▪ ETHICS VIOLATIONS REIMBURSEMENT	\$5,000 PER COMMISSIONER/\$15,000 MEMBER AGGREGATE/\$500,000 ANNUAL POOL AGGREGATE
▪ SEXUAL HARASSMENT	INCLUDED
▪ ERRORS & OMISSIONS & WRONGFUL ACTS	INCLUDED

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

\*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED

## AUTO LIABILITY

AUTO LIABILITY	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>COMPANY</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>COVERAGE FORM</b>	OCCURRENCE
<b>DEDUCTIBLE</b>	\$0
<b>LIMITS</b>	
LIABILITY COMBINED SINGLE LIMIT (INCLUSIVE OF SIR)	\$1,000,000
<b>COVERAGE [INCLUDING BUT NOT LIMITED TO]</b>	
▪ PERSONAL INJURY PROTECTION	STATUTORY
▪ PHYSICAL DAMAGE • COLLISION • COMPREHENSIVE	EXCLUDED - COVERED UNDER PROPERTY EXCLUDED - COVERED UNDER PROPERTY
▪ HIRED/BORROWED LIABILITY	INCLUDED
▪ HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED
▪ NON-OWNED LIABILITY	INCLUDED
▪ NON-OWNED PHYSICAL DAMAGE	INCLUDED
<b>EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]</b>	
▪ AUTO PHYSICAL DAMAGE	EXCLUDED – COVERED UNDER PROPERTY
▪ MEDICAL PAYMENTS	EXCLUDED
▪ UNINSURED/UNDERINSURED MOTORIST	EXCLUDED

**ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGE**





**Titusville Cocoa Airport Authority**  
**AUTOMOBILE SCHEDULE**  
**Policy #: 24-25**

Item #	Year	Make	Model	Vehicle ID No.	Cost New	Garage Location		
						City	St	Zip
1	2008	Ford	F150 Ext Cab	1FTPX14V98FC27735	\$22,000.00	Titusville	FL	32780
2	2010	Ford	Expedition Sport Utility	1FMJU1F59AEB48701	\$26,708.00	Titusville	FL	32780
3	2013	Ford	Ford Expedition	1FMJU1F56EEF23935	\$30,310.00	Titusville	FL	32780
4	2013	Oshkosh	AARF Fire Truck STA1500	10TADLJFOEA768099	\$830,894.00	Titusville	FL	32780
5	1987	Oshkosh	P19 Fire Truck	10T9L5BE0H1031772	\$100,000.00	Titusville	FL	32780
6	2018	GMC	Sierra K2500 HD	1GD02REG2JZ281764	\$36,061.00	Titusville	FL	32780
7	2018	GMC	Sierra K2500 HD	1GD02REG6JZ282349	\$36,061.00	Titusville	FL	32780
8	2019	Dodge	Ram 1500	3C6JR6AG2KG722438	\$21,704.00	Titusville	FL	32780
9	2020	Dodge	Ram Promaster	3C6TRVBG8LE113384	\$25,999.00	Titusville	FL	32780
10	2020	Dodge	Journey SXT	3C4PDCAB1LT260645	\$19,214.00	Titusville	FL	32780
11	2020	Dodge	Ram 1500	3C6RR7KG1LG270250	\$30,004.00	Titusville	FL	32780
12	2021	Chevrolet	Suburban LS 2wd	1GNSCBKD8MR350447	\$45,707.00	Titusville	FL	32780
13	2022	Big Texas Trailer	10SR-6SIR Dump Trailer	16V1D1626N5158199	\$9,795.00	Titusville	FL	32780
14	2020	Dodge	Durango SCT Model	1C4RDHAGXMC544144	\$26,143.00	Titusville	FL	32780
15	2022	Chevrolet	Suburban 4WD	1GNSKBED1NR176270	\$49,718.00	Titusville	FL	32780
16	2023	Big Texas Trailer	16ET-19BK+3MR	16V1C2723P2260779	\$13,810.00	Titusville	FL	32780
17	2024	Big Texas Trailer	14TL-20BK	16V1C252XR2330235	\$10,915.00	Titusville	FL	32780



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**Titusville Cocoa Airport Authority  
DRIVER SCHEDULE**

Name	State
Justin Hopman	FL
Joshua Millen	FL
Kevin Daugherty	FL
David Webb	FL
James Herlocker	FL
Jeffery Galley	FL
Christina Lee Kinard	FL
Sandra Sue Williams	FL
Stine Mari Fredheim	FL
Phillip Lee Jones	FL
Lisa Christine Nicholas	FL
James G Grundy	FL
Antiga Lisa Daniels	FL



## WORKERS' COMPENSATION

WORKERS' COMPENSATION	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>COMPANY</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>DEDUCTIBLE</b>	\$0
<b>LIMITS</b>	
<ul style="list-style-type: none"> <li>▪ WORKERS' COMPENSATION                             <ul style="list-style-type: none"> <li>• MEDICAL</li> <li>• DISABILITY</li> <li>• DEATH</li> </ul> </li> </ul>	STATUTORY
<ul style="list-style-type: none"> <li>▪ EMPLOYERS' LIABILITY                             <ul style="list-style-type: none"> <li>• EACH ACCIDENT</li> <li>• EACH EMPLOYEE FOR DISEASE</li> </ul> </li> </ul>	\$2,000,000 \$2,000,000
<b>TERMS &amp; CONDITIONS [NOT ALL INCLUSIVE]</b>	
<ul style="list-style-type: none"> <li>▪ BROAD FORM ALL STATES</li> </ul>	INCLUDED
<ul style="list-style-type: none"> <li>▪ MARITIME COVERAGE ENDORSEMENT</li> </ul>	INCLUDED
<ul style="list-style-type: none"> <li>▪ VOLUNTARY COMPENSATION ENDORSEMENT</li> </ul>	INCLUDED
<b>ANNUAL POLICY AUDIT</b>	
<ul style="list-style-type: none"> <li>▪ COMPOSITE RATE*</li> </ul>	0.0133057

\*PLEASE NOTE THE WC COVERAGE PERIOD WILL BE AUDITED PER THE COMPOSITE RATE SHOWN ABOVE PER DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM,

CLASS CODE	DESCRIPTION	2024 – 2025 ESTIMATED PAYROLL
7403	AVIATION - ALL OTHER EMPLOYEES & DRIVERS	\$342,733
7704	FIREFIGHTERS & DRIVERS	\$115,136
8810	CLERICAL OFFICE EMPLOYEES	\$595,408
<b>TOTAL PAYROLL</b>		<b>\$1,053,277</b>

**CRIME (OPTIONAL)**

CRIME	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>COMPANY</b>	NATIONAL UNION INSURANCE COMPANY
<b>NAMED INSURED</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>DEDUCTIBLE</b>	\$1,000
<b>LIMITS</b>	
▪ <b>EMPLOYEE THEFT-PER LOSS COVERAGE</b>	\$1,000,000
▪ <b>FORGERY OR ALTERATION</b>	\$1,000,000
▪ <b>INSIDE PREMISES-THEFT OF MONEY &amp; SECURITIES</b>	\$1,000,000
▪ <b>INSIDE PREMISES-ROBBERY, SAFE BURGLARY- OTHER PROP</b>	\$1,000,000
▪ <b>OUTSIDE THE PREMISES</b>	\$1,000,000
▪ <b>COMPUTER FRAUD</b>	\$1,000,000
▪ <b>FUNDS TRANSFER FRAUD</b>	\$1,000,000
▪ <b>MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY</b>	\$1,000,000
▪ <b>IMPERSONATION FRAUD/ SOCIAL ENGINEERING</b>	\$100,000
<b>CONDITIONS [NOT ALL INCLUSIVE]</b>	
▪ <b>BONDED EMPLOYEES</b>	INCLUDED

**CYBER LIABILITY (OPTIONAL)**

CYBER LIABILITY	
RENEWAL 10/01/2024 TO 10/01/2025	
<b>CARRIER</b>	GREAT AMERICAN INSURANCE
<b>NAMED INSURED</b>	PUBLIC RISK MANAGEMENT OF FLORIDA
<b>COVERAGE FORM</b>	CLAIMS MADE
<b>RETROACTIVE DATE</b>	10/01/2024
<b>DEDUCTIBLE</b>	\$10,000
<b>LIMITS</b>	
<b>LIMIT OF LIABILITY</b>	\$1,000,000
<b>ANNUAL AGGREGATE</b>	\$5,000,000 POOL AGGREGATE
<b>COVERAGE (INCLUDING BUT NOT LIMITED TO)</b>	
▪ <b>BUSINESS INCOME/EXTRA EXPENSE</b>	INCLUDED
▪ <b>CYBER EXTORTION THREATS</b>	INCLUDED
▪ <b>MEDIA LIABILITY</b>	INCLUDED
▪ <b>PUBLIC RELATIONS EXPENSE</b>	INCLUDED
▪ <b>REPLACEMENT/RESTORATION OF ELECTRONIC DATA</b>	INCLUDED
▪ <b>SECURITY BREACH EXPENSE</b>	INCLUDED
▪ <b>SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]</b>	INCLUDED

## Package Policy

PROPERTY & CASUALTY COVERAGES	PREMIUM BREAKDOWN
	2024 – 2025
PRM PROPERTY	\$318,278
PRM EQUIPMENT BREAKDOWN	\$4,699
PRM GL/LEL/AL/E&O	\$27,934
PRM WORKERS' COMPENSATION	\$14,015
PREFERRED MEMBER PARTICIPATION CREDIT	
<b>TOTAL</b>	<b>\$364,926</b>
AGENT FEE	\$54,738
<b>GRAND TOTAL</b>	<b>\$419,664</b>

A NEW PREFERRED MEMBER JOINING PRM SHALL REMAIN A MEMBER FOR AN INITIAL TWO-YEAR TERM. A NEW PREFERRED MEMBER'S RATES ARE GUARANTEED FOR THEIR INITIAL TWO-YEAR TERM. THE INITIAL TWO-YEAR TERM GUARANTEES RATES, NOT PREMIUMS, WILL REMAIN THE SAME FOR THE 10/1/2024 TO 10/1/2026 COVERAGE PERIOD [COVERAGE PERIOD (I)10/1/2024 12:01AM TO 10/1/2025 12:01AM (II)10/1/2025 12:01AM TO 10/1/2026 12:01AM].

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

## Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
<p><b>Public Risk Management of Florida (PRM of Florida)</b></p>	<p>Package Policy</p> <ul style="list-style-type: none"> <li>- Property</li> <li>- Equipment Breakdown</li> <li>- Public Officials/ Employment Practices Liability</li> <li>- Auto Liability</li> <li>- Workers' Compensation</li> <li>- Crime</li> <li>- Cyber Liability</li> </ul>	<p>Annual or Quarterly Installments</p> <p><b>Except Agent fee is Annual Payment</b></p>	<p>Direct Bill</p>

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### ***Proposal Disclaimer***

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### ***Compensation Disclosure***

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### ***TRIA/TRIPRA Disclaimer***

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



## ***Property Estimator Disclaimer***

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

## ***Terms and Conditions***

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## ***Services***

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

## ***Treatment of Information***

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## ***Dispute Resolution***

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither

you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

### ***Electronic Delivery***

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

### ***Miscellaneous Terms***

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Coverages for Consideration

### Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

See Commercial Coverage Review Summary

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting to Gallagher or Assistance in Reporting

- All Lines of Coverage EXCEPT as noted below in Direct Reporting
  - Gallagher Aerospace - Ormond Beach
  - Phone: 386-672-6210

## Binding Requirements

<i>Coverage (Issuing Carrier)</i>	<i>Binding Requirements</i>
<b>Package</b> Public Risk Management of Florida	- Completed Public Risk Management Application - Executed Public Risk Management By-Laws
<b>- Workers' Compensation</b>	- Florida Drug-Free Workplace Form - Safety Premium Credit Form Signed Application
<b>- Property Including Inland Marine</b>	- Signed Property Application - Signed SOV
<b>- Business Automobile</b>	- Signed Application - Signed Uninsured Motorist Rejection Form - Signed PIP Form
<b>- Public Officials Management and Employment Practices</b>	No Known Loss Letter
<b>- Crime</b>	- Completed and signed Application
<b>- Cyber Liability</b>	- Completed and signed Application

## Bindable Quotations & Compensation Disclosure Schedule

**Client Name:** St Johns County Airport Authority

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Comm. % or Fee <sup>3</sup>	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package - Workers' Compensation - Property Including Inland Marine - Business Automobile - Public Officials Management and Employment Practices - Crime - Cyber Liability	Public Risk Management of Florida	World Risk Management	\$364,926	\$54,738	

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

<sup>3</sup> The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

## Summary of Significant Coverage Changes

### Important:

This Highlight is only an outline of the changes compared to your current coverage since your last renewal. It does not include all of the changes in terms, coverages, exclusions, limitations and conditions. **YOU MUST READ THE POLICY FOR THOSE DETAILS.**

<i>Line of Coverage</i>	<i>Expiring</i>	<i>Proposed</i>
<b>Package</b>		
<b>Workers' Compensation</b>	<b>Preferred Governmental Insurance Trust</b>	<b>Public Risk Management of Florida</b>
Payroll:		
Code 7403:	\$389,960	\$342,273
Code 7704:	\$111,436	\$115,136
Code 8810:	\$564,638	\$595,408
Experience Mod:	.84	TBD
Rates		
Code 7403:	3.40	Composite Rated: 0.0133057
Code 7704:	4.46	
Code 8810:	.15	
Employers Liability Limit:	\$1,000,000	\$2,000,000
<b>Property</b>	<b>Preferred Governmental Insurance Trust</b>	<b>Public Risk Management of Florida</b>
Blanket Building & Personal Property	\$44,376,700	\$55,819,980
Deductibles		
- All Other Peril	\$5,000	\$1,000
- Wind / Hail	5%, subject to a \$35,000 minimum	5% No Minimum
Valuation	*Stated Amount	Replacement Cost/No coinsurance
<p>*Stated Amount Definition: The Lesser of:            The cost actually and necessarily extended to repair the damaged property; or the cost actually and necessarily extended to replace or rebuild with new materials of like size, kind and quality; or the selling price on the date of the loss of property, other than stock, offered for sale, less all saved expenses; <b>or the value reported on the applicable schedule of values</b></p>		

<i>Line of Coverage</i>	<i>Expiring</i>	<i>Proposed</i>
Business Income	Agreed Amount	Actual Loss Sustained to Limit
Equipment Breakdown	Not Included	Included
Flood Limit	Not Included	\$50,000,000
- Deductible	N/A	\$1,000, All except SFHA (Special Flood Hazard Area) Excess NFIP National Flood Insurance Program \$500,000 whether purchased or not.
Earthquake	Not Included	\$50,000,000
Equipment		
Deductibles		
- All Perils	Not Included	\$1,000
- Named Windstorm	Not Included	N/A
- Flood sublimit	Not Included	\$5,000,000
- Deductible	Not Included	\$1,000
- Earthquake sublimit	Not Included	\$5,000,000
- Deductible	Not Included	\$1,000
<b>Business Automobile</b>	<b>Preferred Governmental Insurance Trust</b>	<b>Public Risk Management of Florida</b>
- Medical Payment	\$5,000	Not Available
- Uninsured/Underinsured Motorist Coverage	\$100,000	Not Available
- Comprehensive & Collision Coverage	Covered under Auto	Covered under Property
- Comprehensive & Collision Deductibles	\$1,000	\$1,000
- Hired Auto Physical Damage		
Limit	\$35,000	\$1,000,000
Deductibles		
- Comprehensive	\$1,000	\$1,000
- Collision	\$1,000	\$1,000
<b>Public Officials Management and Employment Practices</b>	<b>Preferred Governmental Insurance Trust</b>	<b>Public Risk Management of Florida</b>
Public Officials/ Employment Practices Limit	\$1,000,000/\$1,000,000	\$1,000,000 / \$3,000,000



<i>Line of Coverage</i>	<i>Expiring</i>	<i>Proposed</i>
Deductibles		
- Public Officials	\$15,000	Nil
- Employment Practices	\$25,000	Nil
- Sublimits		
- Bert Harris	N/A	\$300,000
- Inverse Condemnation	\$50,000	\$100,000
- Communicable Disease	N/A	\$200,000 per claimant \$300,000 per occurrence \$3,000,000 pool aggregate
- Ethics Violation Reimbursement	N/A	\$5,000 per commissioner \$15,000 per member aggregate \$500,000 pool aggregate
Retroactive Dates		
- Public Officials	Full Prior Acts	10/1/2011
- Employment Practices	Full Prior Acts	10/1/2011
- Sublimits	Full Prior Acts	10/ /2015
- Bert Harris	Full Prior Acts	10/1/2015
- Inverse Condemnation	Full Prior Acts	10/1/2015
-		
Public Entity – Additional Coverage	Deadly Weapon Protection Coverage	Active Shooter & Malicious Attack
- Limit	\$1,000,000 Per Event	\$2,000,000 Per Occurrence/Aggregate
-		
Herbicide/Pesticide	\$1,000,000	No Exclusion
-		
Chubb Aviation General Liability		
- Skydiving Exclusion	Exclusion included	Exclusion Removed

## Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Expiring</i>		<i>Proposed</i>	
		Various		Public Risk Management of Florida	
<b>Package</b>	Premium		\$576,156.30		\$364,926.00
- Workers' Compensation	<b>Estimated Cost*</b>		<b>\$576,156.30</b>		<b>\$419,664.00</b>
- Property including Inland Marine					
- Business Automobile					
- Public Officials Management and Employment Practices					
<b>Total Program Cost</b>			<b>\$576,156.30</b>		<b>\$419,664.00</b>

PRE-PAID POLICIES IN FORCE					
<i>Line of Coverage</i>		<i>Expiring</i>		<i>Renewal Options</i>	
		ACE American Insurance Company		ACE American Insurance Company	
<b>Environmental Liability</b>	Premium		\$4,236.00		\$4,300.00
5/6/24 - 5/6/25	<b>Estimated Cost*</b>		<b>\$4,320.72</b>		<b>\$4,441.98</b>
		ACE Property & Casualty Insurance Company		ACE Property & Casualty Insurance Company	
<b>Airport General Liability</b>	Premium		\$10,557.00		\$10,557.00
8/1/22 - 8/1/25	<b>Estimated Cost*</b>		<b>\$10,557.00</b>		<b>\$10,557.00</b>
<b>Subtotal</b>			<b>\$14,877.72</b>		<b>\$14,998.98</b>
<b>Total Program Cost</b>			<b>\$14,877.72</b>		<b>\$434,662.98</b>

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

**Quote from Public Risk Management of Florida is valid until 10/1/2024**

Quote from **Selective Insurance Company of the Southeast** is valid until **10/1/2024**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Workers' Compensation**
- Property Including Inland Marine**
- Business Automobile**
- Public Officials Management and Employment Practices**
- Airport Liability**
- Builders Risk**
- Environmental Liability**
- Flood**
- Crime**
- Cyber Liability**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 8/28/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA	Description/Major Differences
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package</b> Public Risk Management of Florida	<b>Included*</b>	\$ 364,926.00 Premium \$ 54,738.00 Agent Fee <b>\$ 419,664.00 Total</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package - Crime (Optional)</b> Public Risk Management of Florida		\$2,556.00 Premium \$ 228.00 Agent Fee <b>\$2,784.00 Total</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package - Cyber Liability (Optional)</b> Public Risk Management of Florida		<b>\$6,500.00 Premium</b>
	<b>Aviation General Liability</b> ACE Property & Casualty Insurance Company		
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	- Including War, Hijacking & Other Perils		<b>\$1,056.00 Premium</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	- Excess Automobile: • \$5,000,000 excess of \$1,000,000		<b>\$5,000.00 Premium</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	- Excess Employers' Liability • \$7,000,000 excess of \$2,000,000		<b>\$3,500.00 Premium</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	- Extend Policy to expire 10/1/2025 (can't process until end of policy term)		<b>\$1,763.00 Premium</b>

\*For this coverage, TRIA cannot be rejected

### Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

### Other Coverages to Consider

See Commercial Coverage Review Summary

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

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**Coverage Amendments and Notes:**

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**Exposures and Values**

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

**Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

**THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**A CONTRACT AND BY-LAWS**

**FOR**

**PUBLIC RISK MANAGEMENT OF FLORIDA**



**(PRM)**

**AS AMENDED AND RESTATED THROUGH APRIL 27, 2018**

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
(A CONTRACT AND BY-LAWS FOR PUBLIC RISK MANAGEMENT OF FLORIDA)  
(PRM)

I N D E X

<b>ARTICLE #</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
Article 1	Name and Duration	1
Article 2	Definitions and Purpose	1 - 3
Article 3	Power and Duties	3 - 4
Article 4	Participation and Term	5 - 6
Article 5	Commencement of the Pool	6
Article 6	Board of Directors of the Pool	6 - 9
Article 7	Board of Directors Meetings	9 - 10
Article 8	Pool Officers	10 - 11
Article 9	Finances and Risk Management Pool	11 - 12
Article 10	Excess Insurance	13
Article 11	Obligations of Members	13 - 15
Article 12	Liability of Board of Directors or Officers of the Pool	15
Article 13	Additional Insurance	15
Article 14	Settlements	15
Article 15	Coverage & Indemnity Dispute Resolution	16
Article 16	Contractual Obligation	16 - 17
Article 17	Expulsion or Termination of Members	17 - 18
Article 18	Special Provisions for Deferred Funding	18
Article 19	Termination of Pool	18



ARTICLES OF ASSOCIATION  
AND BY-LAWS  
OF  
PUBLIC RISK MANAGEMENT OF FLORIDA  
(PRM)

BE IT KNOWN THAT:

The below named public agency or agencies of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of Florida Statutes Sections 768.28(16)(a), 440.57, and 163.01, Florida Interlocal Cooperation Act of 1969, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name and Duration

1.1 Name. The name of this association shall be Public Risk Management of Florida, referred to hereinafter as the Pool.

Article 2 - Definitions and Purpose

2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Annual Payments": The amount each Member must annually pay to fully fund the costs of the full operation of the Pool.

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year should the "Loss Fund" be exhausted. Once the "Aggregate Excess Insurance" is triggered, any further losses within the "Self Insured Retention" will be paid by this coverage.

"Fiscal Year": The fiscal year of the Pool shall begin on October 1<sup>st</sup> and end on September 30<sup>th</sup>.

"Joint Self-Insurance" or "Self-Funded": A self-insurance or self-funded program in which Members agree to annual payments to fully fund the operations of the Risk Management Pool.

"Loss Fund": The fund established to pay claims occurring within the "Self Insured Retention." The "Loss Fund" represents the maximum amount for which the Pool is exposed in a single policy period.

“Maintenance Deductible”: The amount paid by the “Member” before the loss is paid by the “Self Insured Retention.” This is a nominal amount designed to protect the “Loss Fund” from small claims. The “Maintenance Deductible” applies only to property, automobile physical damage and crime losses.”

“Member Deductible”: The portion or monetary amount that PRM will invoice member as mutually agreed.

“Member Self-Insured Retention”: A layer of assumed risk where the Member self-insures a pre-determined amount of loss per occurrence.

"Members": The public agencies of the State of Florida which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

“Multi-Loss Coverage”: This multiple loss protection limits a loss involving more than one line of coverage from one occurrence (i.e. property, liability, workers’ compensation) to one “Self Insured Retention.”

“Policy Year”: The policy year of the Pool shall be from the date of inception of coverage to the termination of said coverage, or on other dates as approved by the membership in attendance at a scheduled meeting of the membership.

"Pool": Public Risk Management of Florida established pursuant to the Constitution and the Statutes of the State of Florida by this Intergovernmental Agreement.

“Preferred Member/membership”: A Member with the Pool, who finds several benefits in pooling, including the multiple benefits to be achieved in participating in all available lines of coverage.

"Risk Management": A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise the Pool will provide processing of claims, investigation, defense and settlement within the financial limits of the Pool as established in accordance with this Intergovernmental Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund property coverages, general liability, automobile liability, professional liability, public officials' liability and workers' compensation, and any other coverage lines approved by the Board of Directors.

"Self-Insurance": The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a noninsured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third-party claims are held valid and not barred or capped by available immunities; and to purchase some insurance to protect against catastrophic or aggregate losses. The purchase of liability insurance by the Pool or any of its Members is not intended to, and does not, waive sovereign immunity. Purchase of liability insurance shall only be pursuant to Florida Statutes, which allow for the purchase of insurance by the Pool without the waiver of sovereign immunity

by the Pool or any of the Pool's Members and is not pursuant to any other statute of the State of Florida.

“Self Insured Retention”: A layer of assumed risk where the pool or Member self-insures a pre-determined amount of loss per occurrence.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

“Standard Member/membership”: A Member with the Pool, who finds several benefits in pooling and who values pricing and the ability to not participate in all available lines of coverage.

2.2. Purpose: The Pool is a cooperative agency voluntarily established by Members as set forth in Florida Statutes Sections 163.01, 768.28 and 440.57 for the purpose of seeking the prevention or lessening of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of this Pool is to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Risk Management Pool and utilize such funds to defend and protect, in accordance with this Intergovernmental Agreement, any Member of the Pool against liability for a covered loss. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Risk Management Pool are funds directly derived from its Members who are public agencies of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Risk Management Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management is a non-assessable pool.

### Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement as set forth in Florida Statutes Sections 768.28, 163.01 and 440.57, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of Florida Statutes Section 163.01(9)(a) and all other applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to risk reductions.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Risk Management Pool.

3.1.6. To purchase Aggregate Excess Insurance, Reinsurance, Excess Property Insurance, Excess Workers' Compensation Insurance, Excess Liability Insurance, Pollution Insurance, Boiler & Machinery Insurance and Specific Excess Insurance, and any other form of insurance deemed reasonable and necessary by the Board of Directors to promote or serve the powers and duties of the Pool to supplement the Risk Management Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To establish reasonable and necessary loss reduction and prevention procedures, which shall be followed by the Members.

3.1.8. To provide Risk Management services including the defense of and settlement of claims and to have the authority granted by Florida Statutes Section 768.28(16).

3.1.9. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.10. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.11. To sue or be sued as a separate legal entity.

#### Article 4 - Participation and Term

4.1. Term: The initial term of the Pool shall be from 12:01 a.m. on October 1, 1987 to 12:01 a.m. September 30, 1989. After the initial two (2) year term of the Pool, the term shall automatically be renewed for an additional term of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Intent to Withdraw: So long as the Pool shall continue in existence, any current or new Preferred Member joining the Pool shall remain a Member for an initial two-year term, except a new Member coming into the Pool after the first day of the policy year shall be obligated to be a member for not less than eighteen (18) months. A new Preferred Member's rates will be guaranteed for their initial term.

Any Member may withdraw from the Pool at the end of the policy year upon serving on the Pool at least forty-five (45) days prior with a written Notice of Intent to Withdraw. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member with intent to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, no later than ten (10) days prior to the beginning of such policy year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification no later than ten (10) days prior to the beginning of the policy year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing policy year. An action to expel a Member shall be taken by the Executive Board in the manner described in Article 17 hereafter.

4.4. Admission of New Members: The Pool's Executive Board shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Board may grant or deny admission to proposed new Members based upon such criteria. Consideration of new Members may be communicated to all PRM Board Members by the Executive Director for any information or feedback that a Member may have regarding the prospective member.

## Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool shall commence operations on October 1, 1987.

## Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chair and Vice Chair: The Board of Directors shall, commencing the 2003 fiscal year, select a Chair for a three year term. Thereafter, the Board of Directors shall bi-annually select a Chair to serve a two year term. The term of office for the Chair shall begin on the 1<sup>st</sup> day of a fiscal year and expire on the last day of a fiscal year. The Chair shall preside at all meetings of the Board. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board.

The Board of Directors shall bi-annually select a Vice Chair during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chair shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents/brokers, and independent contractors; (2) setting of compensation for Executive Director, agents/brokers and all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the expulsion of Members, except that the approval may be delegated to the Executive Board under Article 4 above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of educational and other programs relating to risk reduction; (8) approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Preferred Member shall be entitled to one (1) vote on the Board of Directors. Standard Members have no entitlement to any vote on the Board of Directors, or

otherwise. Such vote by each Preferred Member may be cast only by the Representative of the Preferred Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chair and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5. Representatives: The Representative selected by the Member shall serve until a successor has been selected. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Board and other Committees: The Board of Directors shall establish an Executive Board (known previously in this Agreement as Executive Committee). That Executive Board shall consist of the Chair of the Board of Directors, the Vice Chair of the Board of Directors, the Treasurer and four (4) Representatives elected by the Board of Directors. The Executive Board shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Executive Board who shall serve on such committees and chair them shall reside with the Chair of the Board of Directors. The Chair of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors shall, bi-annually select the four (4) Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the four (4) Representatives shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Executive Board shall have the specific authority and power, as afforded herein by the Board of Directors, to grant binding approval for, and on behalf of, the Pool to bind any and all coverages for both Preferred Members and Standard Members with excess insurers, reinsurers, specific excess insurers, insurance underwriters, insurance wholesalers, insurance brokers and/or intermediaries, and with independent insurance contractors providing and/or affording both insurance and self-insurance coverages to the Pool Members. The Board of Directors shall grant to the Executive Board the authority to approve expenditures, authorize a settlement of claims and suits and take such other action as shall be specifically delegated to the Executive Board. The Executive Board may from time to time appoint interim replacements for any Executive Board member or Pool Officer who vacates their position on the Executive Board, who shall serve until the next scheduled election of such Executive Board member.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors, or serving on the Executive Board. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. (Deleted effective June 19, 2009).

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement to cause a reduction or elimination in the scope of loss protection set out in Article 10 to be furnished by the self-insurance pool derived from payments from the Members, shall require that specific written notice of the proposed change be sent by registered or certified mail to the governing body of the Member and to the Representative serving on the Board of Directors, no less than ten (10) days prior to a meeting of the Executive Board at which this matter is proposed and the amendment as proposed or as amended must receive the approval of at least five (5) out of seven (7) Representatives of the then current Executive Board representing the then Members of the Pool.

6.9.5. In the event of a reduction or elimination in the scope of loss protection as set forth in Article 10 of this Intergovernmental Agreement receives the approval of at least five (5) out of the seven (7) Representatives of the then-current Executive Board as set forth in section 6.9.4, any Member may request, within twenty (20) days of the Executive Board voting to approve such reduction or elimination in the scope of loss protections as set forth in Article 10 of this Intergovernmental Agreement, in writing to the Chair of the Board of Directors that the Executive Board, at a special meeting, take official action to affirm, modify or reverse a decision of the Executive Board affecting the reduction or elimination in the scope of loss protection as set forth in section 6.9.4. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors.



Any Member who disagrees with the Executive Board's final determination may request in writing, within twenty (20) days of the Executive Board's final determination, that the Board of Directors take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity at a special, or regular, meeting to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the final determination or decision of the Executive Board. Failure on the part of any Member to comply timely with the requirements for appealing the determination by the Executive Board to the Board of Directors within twenty (20) days thereof shall be deemed to be a waiver of any contractual, legal or other rights of appeal by, or on the part of, that Member.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

#### Article 7 - Board of Directors Meetings

7.1. Meetings: The Executive Board will establish regular meetings, which shall be held at least three (3) times a year. Regular meetings of the Board of Directors may be held up to four (4) times a year. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each fiscal year, and the Executive Board will establish the tentative times, dates and locations of its regular meetings, and give timely and appropriate prior notice of said meetings to all Preferred and Standard Members. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Board meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors or the Executive Board may be called by its Chair, or by any three Representatives (or in their absence their Alternates), with no less than 48 hours prior written notice. The Chair or in their absence, the Vice Chair, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors, or in their absence, by the Vice Chair. The Executive Board shall have the authority to call such special meetings when: (1) a threatened or actual natural disaster or other emergency exists which requires the scheduling of a special meeting; (2) it is substantially certain that a quorum of voting members will not be present for a scheduled, or upcoming, regular meeting of either the Board of Directors or Executive Board, such that consideration should be given to cancelling or rescheduling said meeting, and/or; (3) the Executive Board is requested to authorize the renegotiation of existing excess, reinsurance and any and all other coverages which occur or take place because of a significant reduction in the availability of existing capacity due to market conditions at that time.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

#### Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers, with the exception of the Board Secretary who is hired by and reports directly to the Executive Director, shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors or by the Executive Board, any instruments which the Board of Directors or Executive Board have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and shall submit such proposals to the Board of Directors, and to the Executive Board.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as shall be required to do so, shall present a full report of activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report annually to all Members on all claims filed and payouts made.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.3. Treasurer: The Treasurer shall:

8.3.1. Provide general financial oversight of the pool; shall have the authority and shall perform the duties prescribed by the Board of Directors or by direction of any Officer authorized by the by laws or the Board of Directors; shall be selected by the Board of Directors;

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. The Board of Directors shall bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1<sup>st</sup> day of a fiscal year and expire on the last day of a fiscal year.

8.4. Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

#### Article 9 - Finances and Risk Management Pool

9.1. Fiscal Year: The fiscal year of the Pool shall commence on October 1, and end on September 30, of each year.

9.2. Budget: The Board of Directors shall approve a preliminary budget for the administration of the Pool. Copies of all preliminary and final budgets shall be provided to each Member of the Board of Directors. The Board of Directors shall adopt a final budget.

9.3. Annual Payment Factors: In determining the amount of the Annual Payment due from each Member, the Executive Director may consider some or all of the following factors:

9.3.1. Number of employees;

9.3.2. Property values of the Member;

9.3.3. Number and type of vehicles owned by the Member and the use made of the vehicles;

9.3.4. Population of the geographic area represented by the Member;

- 9.3.5. The payrolls of the Member;
- 9.3.6. Any unusual exposures presented by the Member;
- 9.3.7. The operating expenditures of the Member; and
- 9.3.8. The claims and loss experience of the Member.
- 9.3.9 Member Deductible
- 9.3.10 Member Self-Insured Retention

9.4. Budget Amendments: Budgets may be amended at any time by majority vote of the Board of Directors.

9.5. Payments – Timing: In subsequent years, the Board of Directors may permit the Annual Payments to be made on a monthly or quarterly basis.

9.6. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.7. Distribution of Surplus Upon Cessation of the Pool: If in the event that the Pool ceases to exist or operate for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting there from reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Annual Payment for that year to the Annual Payments of all Members for such year.

9.8. Audit: The Board of Directors shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles.

#### Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited to the current assets, risk analysis, and loss history of the Pool. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited, to the current assets, risk analysis, and loss history of the Pool. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Multiple Loss Coverage: The Pool may purchase Multiple Loss Coverage in the event a single occurrence involves more than one line of coverage, limiting the occurrence to a single "Self Insured Retention."

10.4. Losses: The Risk Management Pool (Loss Fund), the Specific Excess Insurance and any optional Aggregate Excess Insurance purchased, shall provide payment for covered losses in any one policy year for members up to the limits approved by the Board of Directors. Should losses in any one policy year extinguish all available funds provided by the Pool then the individual Member or Members whose judgment or settlement of claim has been perfected by Florida law shall be responsible for any additional payment. The Pool shall make payments in the order in which the judgments against the Pool have been entered or settlement of claims have been reached or other manner established at a meeting by the Board. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

#### Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Risk Management Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all facilities of the Member and all records including, but not limited to, financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all loss reduction and prevention procedures established by the Pool within its purpose or powers.

11.1.7. To report to the Executive Director or their designee within the time limit specified the following items:

11.1.7.1. To provide on or before November 1 of each policy year of the Pool, the Member's renewal application shall be completed by the member as required by the Underwriters.

11.1.7.2. To report, within five (5) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency involving any claim for which Pool coverage is sought.

11.1.7.3. To report, within ten (10) days of receipt, any oral or written demand for monetary relief for which coverage is sought to the Pool Executive Director.

11.1.7.4. To report to the Executive Director at the earliest practicable moment any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the items set forth above are not submitted to the Executive Director within the time periods set forth above, the Board of Directors of the Pool, by a vote of a majority of a quorum of the Board, at a regular or special meeting, may in whole or part decline to provide a defense to the Member or to extend the funds of the Pool for the payment of losses or damages incurred. In reaching its decision, the Board shall consider whether and to what extent the Pool was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Executive Director. The decision of the Board of Directors shall be final. Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.1.8. To make Payment of any required Deductible(s).

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement or failed to comply with an underwriting requirement that created a substantial change in risk exposure, the Executive Board has the authority to cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and given a reasonable time to take corrective measure prior to the Executive Board's action.

## Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or

omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

#### Article 13 - Additional Insurance

13.1. Member's Option to Purchase Additional Insurance: The Pool, through the distribution of the minutes of the Board of Directors or through other means shall inform all Members of the scope and amount of Specific Excess and Aggregate Excess Insurance in force at all times. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool. Such purchase shall not be construed to waive sovereign immunity of the Members of the Pool or the Pool. The Pool shall make its facilities available to advise Members of the types of additional or different coverages available to Pool Members.

#### Article 14 - Settlements

14.1. Settlement/Advance Notice: Whenever the Pool proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed Ten Thousand Dollars (\$10,000.00), the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a reserve amount in excess of Ten Thousand Dollars (\$10,000.00), provided that the amount of the settlement does not exceed the amount reserved. The officers and employees of the Pool shall, however, endeavor to give specific oral or written notice to the Member's Representative or Alternate of the exact amount of any proposed settlement in excess of Ten Thousand Dollars (\$10,000.00) prior to the date at which the Pool proposes to bind itself to pay such settlement amount. The officers, employees or independent contractors of the Pool shall attempt to give the Members, as much notice of the settlement negotiations as is possible under the circumstances of each case.

#### Article 15 – Coverage & Indemnity Dispute Resolution

15.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool. The claim may also be accepted and defense provided but the Pool may reserve the right to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of coverage afforded by the Pool.

Any Member may request in writing to the Chair of the Board of Directors, that the Executive Board, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage or indemnification provided by the Pool. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or

defer the matter to the Board of Directors, subject to any insurance or reinsurance contractual obligations.

Any Member who disagrees with the Executive Board's determination may request in writing that the Board of Directors, at a regular scheduled meeting, take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the decision of the Executive Board, subject to any insurance or reinsurance contractual obligations.

Any Member may seek binding arbitration, if available, pursuant to the Pool's General Coverage Document and, is not required to appeal a coverage or indemnification declination to either the Executive Board or Board of Directors.

#### Article 16 - Contractual Obligation

16.1. Enforcement: This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization for Risk Management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

16.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.



## Article 17 - Expulsion or Termination of Members

17.1. Expulsion. By the vote of two-thirds (2/3) of the Directors serving on the Board of Directors, and by a vote of at least five (5) out of the seven (7) Members serving on the Executive Board on decisions, determinations or issues involving section 4.3 of this Intergovernmental Agreement, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

17.1.1. Failure to make any timely payments due to the Pool.

17.1.2. Failure to undertake or continue loss reduction and prevention procedures adopted by the Pool.

17.1.3. Failure to allow the Pool reasonable access to all facilities of the Member and all records which relates to the purpose, powers or functioning of the Pool.

17.1.4. Failure to furnish full cooperation with the Pool's attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose, powers and proper functioning of the Pool.

17.1.5. Failure to carry out any obligation of a Member which impairs the ability of the Pool to carry out its purpose or powers or functions.

17.1.6. The Preferred Member has given the forty-five (45) days notice described in Section 4.2 and 4.3 above.

17.2. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

17.3. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, maintenance deductibles, workers' compensations, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors.

## Article 18 - Special Provisions for Deferred Funding

During the fiscal years commencing on October 1, 1987 and ending on September 30, 1990, the entire Annual “Loss Fund” Contribution was not required by the Board of Directors to be paid within the fiscal year to which it was applicable. The difference between the Annual “Loss Fund” Contribution and the amount required by the Board of Directors to actually be paid to the Pool during such year by a Member is referred to herein as Deferred Funding. Members and former Members during any year for which there existed Deferred Funding may be required by the Board of Directors upon recommendation of the Executive Director to pay their applicable portion of the Deferred Funding in subsequent years. Members or former members will be allowed forty-five (45) days after notification to make any payments of Deferred Funding. The amount of any payments required for Deferred Funding as to each Member shall be based upon the same formula as was used in establishing the Annual “Loss Fund” Contribution for that year.

## Article 19 - Termination of the Pool

19.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Section 6.9.4., then the Pool shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

19.2. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

In witness whereof, this agreement has been executed by the Entity: \_\_\_\_\_ . The approval of the foregoing agreement was passed by the Entity: \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and attached hereto, I do hereby execute and the \_\_\_\_\_ does hereby attest to my signature as evidence that the \_\_\_\_\_ has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 163.01, which commenced its term on October 1, 1987.

\_\_\_\_\_  
Chair of Board

\_\_\_\_\_  
Chair, Public Risk  
Management of Florida

ATTEST:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## ACTION ITEMS

LICENSE AGREEMENT WITH C-SPEED, LLC

# TITUSVILLE-COCOA AIRPORT AUTHORITY REVOCABLE LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this 4 day of SEPTEMBER, 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 C-SPEED, LLC, whose mailing address is 316 Commerce Boulevard Liverpool, New York 13088 (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 License Agreement and temporarily utilize specified aeronautical portions of the Airport from the Authority for the purpose of temporary placement and operations of a mobile radar facility for field tests (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 License Agreement, 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 SEPT 4, 2024 (the "Commencement Date") and shall terminate at 11:59 p.m. on the day before the 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 further agree that other Airport uses may take place concurrently with Licensee's Temporary Permitted Use of the Premises.

## SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises ONLY for the Temporary Permitted Use, and as part and parcel thereof, all vehicles and equipment on the Premises by Licensee shall be in operable condition, and the Premises shall not be utilized to store "junk" other otherwise inoperable equipment of any kind. Licensee shall be solely responsible for the proposed use, including doing any and all things necessary to ensure the Premises is made safe for the Licensee's proposed use by employees and contractors.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement signed by the Authority. All activities in connection with the Temporary Proposed Use shall be coordinated in advance with the Authority.

C. The Licensee is not permitted to place signage within the leasehold advertising the Licensee's operations.

## 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.

D. The Authority agrees to provide power tie in points to the Licensee in a manner acceptable to both parties.

#### SECTION 7. LICENSE FEE; OTHER COSTS.

A. The Licensee agrees that the annual base fee for temporary use of the Premises shall be Seven Thousand Two Hundred Dollars (\$7,200.00). The fee is based on Exhibit "A" and is due / payable on or before the 10<sup>th</sup> 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, insurance in the following minimum amounts:

Public Liability:

\$5,000,000 - single limit, per occurrence; and \$5,000,000 - general aggregate.

Comprehensive Automobile Liability:

\$1,000,000 Combined Single Limit, per occurrence, covering all owned, non-owned and hired automobiles used by licensee.

Said Public Liability and Automobile policies 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:

C-Speed, LLC  
c/o Robert Reed  
316 Commerce Boulevard  
Liverpool, NY 13088  
Email: rreed@cspeed.com

If to Authority:

Titusville-Cocoa Airport Authority  
c/o Director of Airports  
51 Bristow Way  
Titusville, FL 32780  
[kdaugherty@flyspacecoast.org](mailto:kdaugherty@flyspacecoast.org)  
[ckinard@flyspacecoast.org](mailto: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:

*Angela Ingalls*

Angela Ingalls 9.4.2024  
(Print Name)

Licensee

C-Speed, LLC

By: *Robert A. Reed*

Robert Reed, Director of Operations

Date: 9/4/24

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 \_\_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public (Signature of Notary)

\_\_\_\_\_  
Name legibly printed, typewritten or stamped

STATE OF NEW YORK  
COUNTY OF ONONDAGA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of September, 2024, by Robert Reed as the Director of Operations for of C-Speed, LLC who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

**SUSAN J. DRAPER**  
Notary Public in the State of New York  
Qualified in Onondaga Co. No. 4068006  
My Commission Expires July 10, 2027

*Susan J. Draper*  
Notary Public (Signature of Notary)

Susan J. Draper  
Name legibly printed, typewritten or stamped



## ACTION ITEMS

DIRECTOR OF AIRPORTS EVALUATION



## REPORT

# CAPITAL IMPROVEMENT PROJECTS UPDATE




# Airport Project Updates

- Challenger Ave Extension Phase I
- TIX 18/36 Rehab Design
- TIX Air Traffic Control Tower
- TIX Airfield Marking Project
- TIX Northeast Corp Hangar Project
- COI Runway 11/29 Rehab Design
- COI AWOS



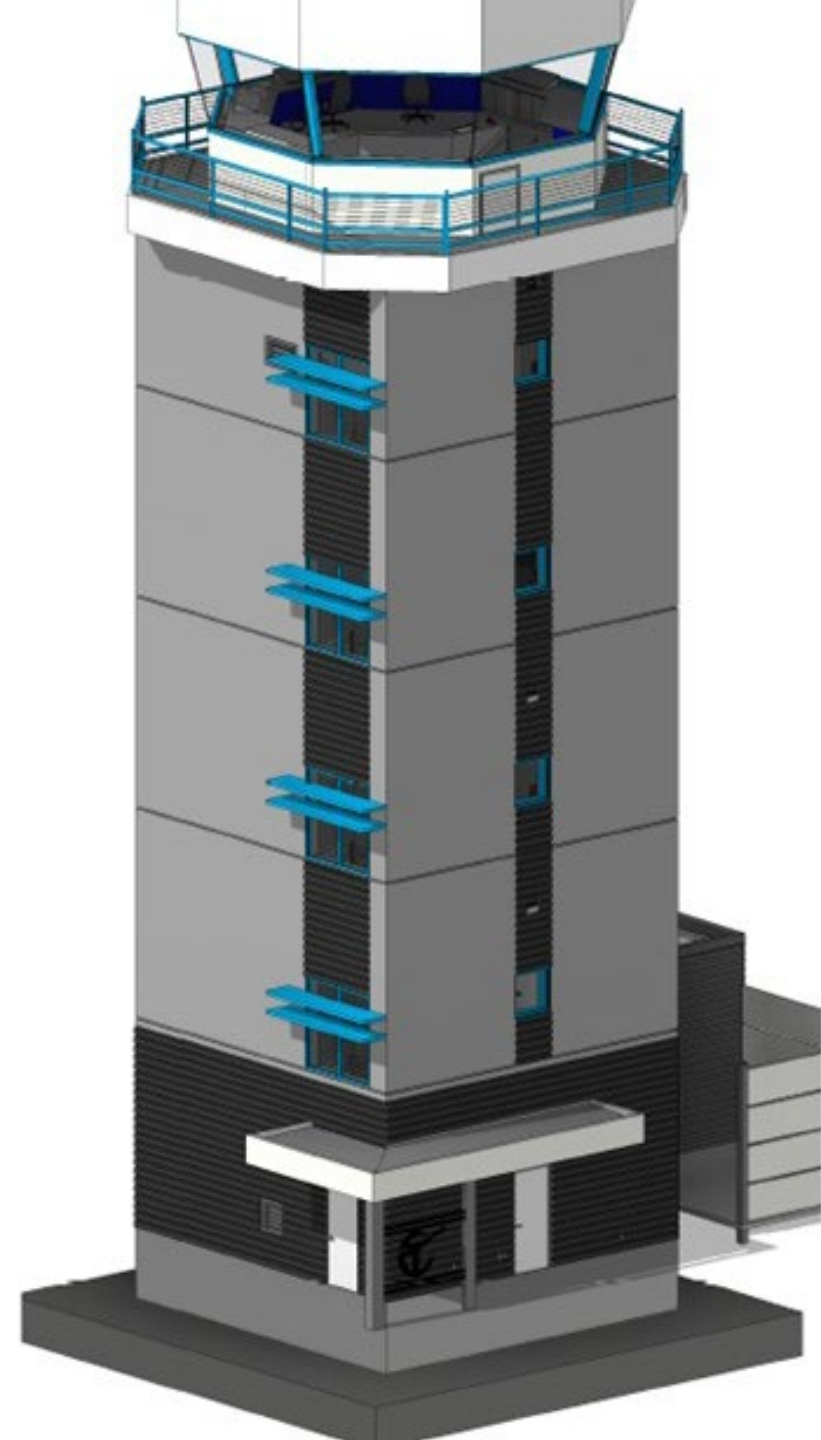
- **PROJECT:** Challenger Avenue Extension Phase I
- **BUDGET:** \$460,000- Design (100% funded by NBEDZ)
- **CURRENT STATUS:** Design is 90% complete, additional geotech for revised drainage design scheduled for October.



- **PROJECT:** TIX RWY 18/36 Rehabilitation Design/Construction

- **BUDGET:** \$806,000 (90% FAA, 8% FDOT, 2% Local)  
– Design  
\$10,332,122 (90% FAA, 8% FDOT, 2% Local) - Construction

- **CURRENT STATUS:** Construction is expected to start in January of 2025. Duration of the project is 5 months.



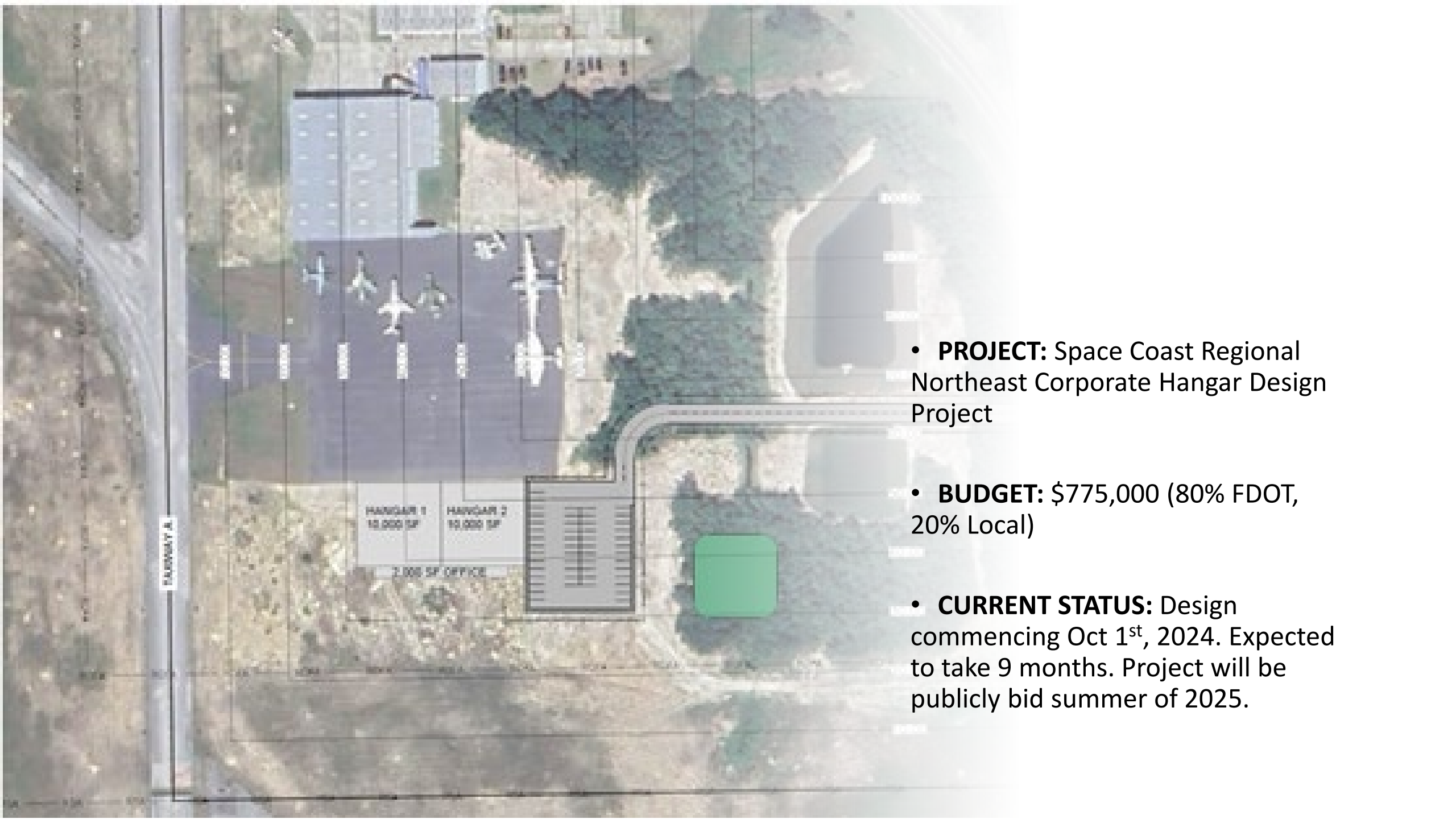
- **PROJECT:** Airport Traffic Control Tower – Space Coast Regional
- **BUDGET:** \$1,040,00 (80% FDOT, 20% Local) – Design  
\$8,875,000 (\$2,000,000 FAA, 80% FDOT, 20% Local) -  
Construction
- **CURRENT STATUS:** Site Permit approved, Building and Engineering Permit underway. Construction expected to start Winter of 2025 with a duration of 596 days.



- **PROJECT:** Space Coast Regional Airfield Marking Project

- **BUDGET:** \$171,961 (90% FAA, 8% FDOT, 2% Local)

- **CURRENT STATUS:** Construction expected in November 2024



- **PROJECT:** Space Coast Regional Northeast Corporate Hangar Design Project

- **BUDGET:** \$775,000 (80% FDOT, 20% Local)

- **CURRENT STATUS:** Design commencing Oct 1<sup>st</sup>, 2024. Expected to take 9 months. Project will be publicly bid summer of 2025.



- **PROJECT:** Merritt Island Airport Runway 11-29 Rehab Design
- **BUDGET:** \$407,537 (90% FAA, 8% FDOT, 2% Local)
- **CURRENT STATUS:** Survey files on hand, waiting on topo files. Expecting 30% design drawings within 2 weeks, along with updated cost estimates.



- **PROJECT:** Merritt Island Airport AWOS Replacement
- **BUDGET:** \$500,000 (80% FDOT, 20% Local)
- **CURRENT STATUS:** Closeout paperwork in progress





- **PROJECT:** Merritt Island Airport Corporate Hangar Project
- **BUDGET:** \$1,057,178 (50% FDOT, 50% Tenant)
- **CURRENT STATUS:** Brevard County reviewing drainage calculations and relocated dumpster before issuing Certificate of Occupancy.

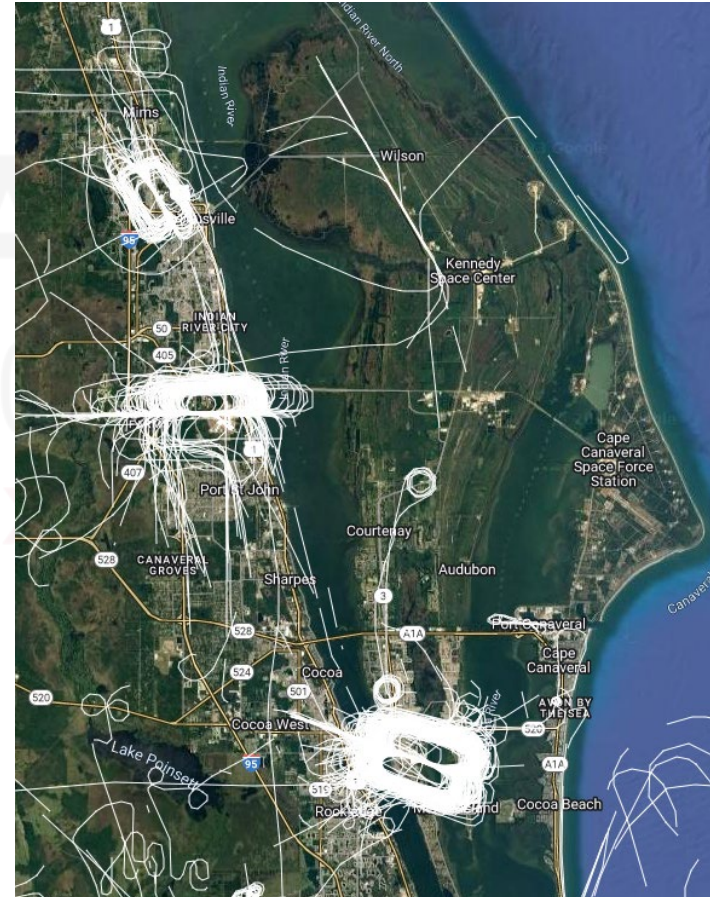
# Airport Noise Complaints

August 2024

**X21 - 0**

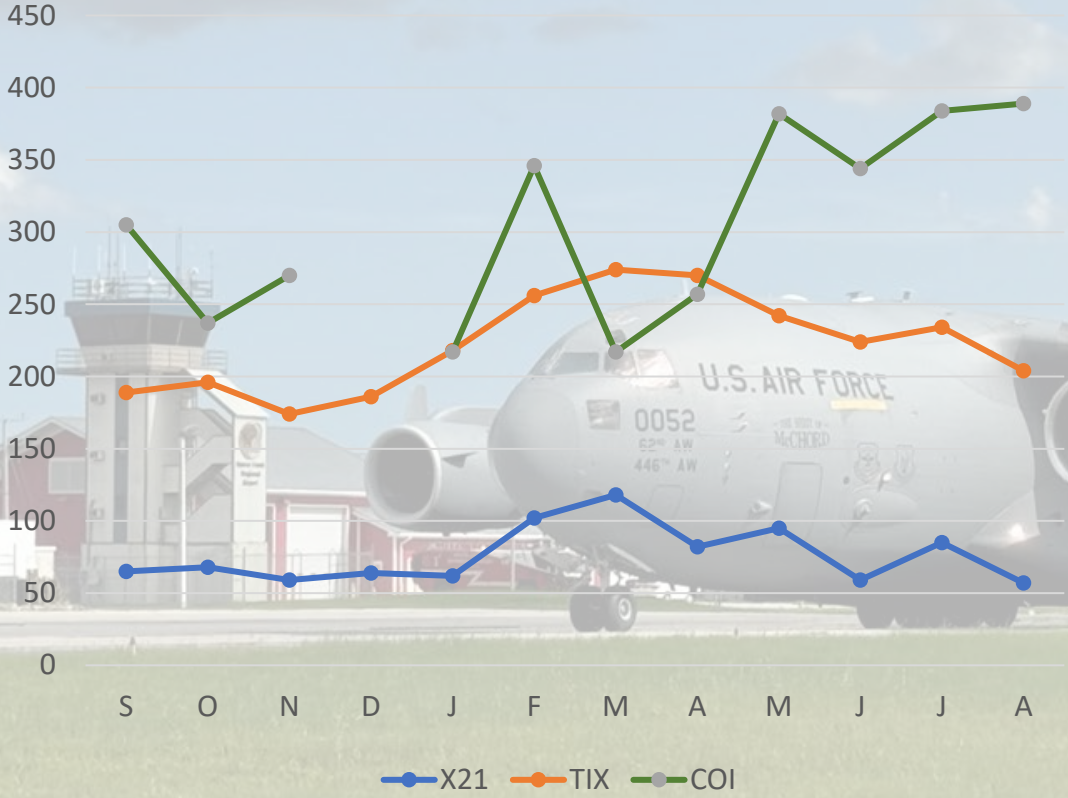
**TIX - 0**

**COI - 1**



# July 2024 Average Daily Operations

2023/2024 Operations



X21 57

TIX 204

COI 389

Data collected by VirTower



REPORT

CHECK REGISTER

## August 2024 Check Register

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	6324	08/09/2024	257.61
Amazon Capital services	Bill Pmt -Check	6325	08/09/2024	43.52
AT&T	Bill Pmt -Check	6326	08/09/2024	187.36
AT&T Internet	Bill Pmt -Check	6327	08/09/2024	12.49
AVCON	Bill Pmt -Check	6328	08/09/2024	15,464.18
AVCON	Bill Pmt -Check	6329	08/09/2024	19,830.00
AVCON	Bill Pmt -Check	6330	08/09/2024	9,210.40
AVCON	Bill Pmt -Check	6331	08/09/2024	506.25
Aviation Construction & Electric LLC	Bill Pmt -Check	6332	08/09/2024	4,865.16
Brevard Uniform Co	Bill Pmt -Check	6333	08/09/2024	143.80
Central Hydraulics	Bill Pmt -Check	6334	08/09/2024	199.99
City Of Titusville	Bill Pmt -Check	6335	08/09/2024	875.80
Dish	Bill Pmt -Check	6336	08/09/2024	80.10
Faster Than Sound, Inc	Bill Pmt -Check	6337	08/09/2024	1,780.00
FPL	Bill Pmt -Check	6338	08/09/2024	1,848.95
Gatto's Tires & Auto Service	Bill Pmt -Check	6339	08/09/2024	248.96
Home Depot Credit Services	Bill Pmt -Check	6340	08/09/2024	402.35
InterFlight Global Corporation	Bill Pmt -Check	6341	08/09/2024	850.00
LOWE'S	Bill Pmt -Check	6342	08/09/2024	157.11
NAPA Auto Parts	Bill Pmt -Check	6343	08/09/2024	289.66
Nix Pest Management	Bill Pmt -Check	6344	08/09/2024	171.00
RICONDO	Bill Pmt -Check	6345	08/09/2024	12,837.16
RICONDO	Bill Pmt -Check	6346	08/09/2024	25,143.97
RICONDO	Bill Pmt -Check	6347	08/09/2024	29,120.94
Ring Power Corporation	Bill Pmt -Check	6348	08/09/2024	23,997.83
Robertson's Lawns Inc	Bill Pmt -Check	6349	08/09/2024	1,000.00
Space Coast Forklift, LLC	Bill Pmt -Check	6350	08/09/2024	435.00
T's Handyman Service	Bill Pmt -Check	6351	08/09/2024	3,700.00
Waste Management	Bill Pmt -Check	6352	08/09/2024	464.75
Watkins Oil	Bill Pmt -Check	6353	08/09/2024	2,879.45
Whitebird Attorneys at Law	Bill Pmt -Check	6354	08/09/2024	4,621.48
Doug Keehn	Bill Pmt -Check	6355	08/09/2024	106.81
Wes Whitley	Bill Pmt -Check	6356	08/09/2024	363.97
Joyce Culley	Bill Pmt -Check	6357	08/09/2024	344.98
Richard Todd	Bill Pmt -Check	6358	08/09/2024	3,388.59
Doug Keehn	Bill Pmt -Check	6359	08/09/2024	338.65
Wes Whitley	Bill Pmt -Check	6360	08/09/2024	280.00
Joyce Culley	Bill Pmt -Check	6361	08/09/2024	37.23
Lynn Hilker	Bill Pmt -Check	6362	08/09/2024	25.00
Davis Vision	Bill Pmt -Check	6363	08/23/2024	79.45

CHLIC	Bill Pmt -Check	6364	08/23/2024	526.09
Board of County Commissioners	Bill Pmt -Check	6365	08/23/2024	15,800.95
Standard Insurance Company	Bill Pmt -Check	6366	08/23/2024	619.58
Mission Square - 303301	Bill Pmt -Check	6367	08/23/2024	257.61
AAAE	Bill Pmt -Check	6368	08/23/2024	275.00
Alligator Plumbing	Bill Pmt -Check	6369	08/23/2024	9,065.00
Amazon Capital services	Bill Pmt -Check	6370	08/23/2024	260.96
AT&T	Bill Pmt -Check	6371	08/23/2024	471.10
AT&T Business	Bill Pmt -Check	6372	08/23/2024	800.10
AT&T Mobility	Bill Pmt -Check	6373	08/23/2024	378.46
Black's Spray Service, Inc	Bill Pmt -Check	6374	08/23/2024	175.00
Brady Industries, LLC	Bill Pmt -Check	6375	08/23/2024	491.09
Brevard Uniform Co	Bill Pmt -Check	6376	08/23/2024	66.90
City Electric Supply Co	Bill Pmt -Check	6377	08/23/2024	80.91
City of Cocoa	Bill Pmt -Check	6378	08/23/2024	335.82
City Of Titusville	Bill Pmt -Check	6379	08/23/2024	308.97
Culligan	Bill Pmt -Check	6380	08/23/2024	216.77
Dynafire	Bill Pmt -Check	6381	08/23/2024	838.06
FedEx	Bill Pmt -Check	6382	08/23/2024	33.05
Florida Airports Council	Bill Pmt -Check	6383	08/23/2024	1,650.00
FPL	Bill Pmt -Check	6384	08/23/2024	637.78
FPL	Bill Pmt -Check	6385	08/23/2024	1,036.44
FPL	Bill Pmt -Check	6386	08/23/2024	2,127.76
FPL	Bill Pmt -Check	6387	08/23/2024	4,317.91
Gannett Florida LocaliQ	Bill Pmt -Check	6388	08/23/2024	106.72
Infrastructure Consulting & Engineering	Bill Pmt -Check	6389	08/23/2024	12,236.25
NAPA Auto Parts	Bill Pmt -Check	6390	08/23/2024	27.99
Pitney Bowes Inc	Bill Pmt -Check	6391	08/23/2024	192.54
Sunbelt Rentals, Inc	Bill Pmt -Check	6392	08/23/2024	617.45
T's Handyman Service	Bill Pmt -Check	6393	08/23/2024	5,917.00
Stine Fredheim	Bill Pmt -Check	6394	08/23/2024	260.00
Christina Kinard	Bill Pmt -Check	6395	08/23/2024	170.25
Michael Carver	Bill Pmt -Check	6396	08/23/2024	200.00
Wings of Grace/Aaron Hammitt	Bill Pmt -Check	6397	08/23/2024	25.00

**227,114.46**



## REPORT

# PRELIMINARY AUGUST 2024 FINANCIAL STATEMENTS

**Titusville-Cocoa Airport Authority, Florida**  
**PRELIMINARY FINANCIAL STATEMENTS**  
**8/31/2024**



**Titusville-Cocoa Airport Authority**  
**Statements of Net Position**

	8/31/2024	9/30/2023
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,600,298	\$ 1,609,698
Restricted cash and cash equivalents	264,460	255,953
Accounts receivable	1,212,618	235,500
Reserve for Bad Debt	(870,920)	(49,110)
Leases receivable	215,670	215,670
Due from other governments	441,231	1,086,928
Prepaid expenses	79,127	32,961
Total current assets	2,942,483	3,387,600
<b>Noncurrent capital assets</b>		
Land	13,621,899	13,621,899
Buildings and improvements	34,053,918	34,044,942
Runways and lighting	45,607,116	45,082,353
Furniture, fixtures, and equipment	648,836	1,145,424
Vehicles	1,261,417	1,261,417
Construction in process	7,064,910	4,099,464
Accumulated depreciation	(35,237,927)	(32,897,912)
Lease receivables	19,484,059	19,484,059
Total noncurrent capital assets	86,504,228	85,841,646
<b>Total assets</b>	\$ 89,446,711	\$ 89,229,246
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred outflow related to pensions	\$ 340,348	\$ 340,348
Deferred outflow related to other post-employment benefits	14,044	14,044
<b>Total deferred outflows of resources</b>	\$ 354,392	\$ 354,392

**Titusville-Cocoa Airport Authority**  
**Statements of Net Position**

	<u>8/31/2024</u>	<u>9/30/2023</u>
<b>LIABILITIES</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 88,634	\$ 668,439
Retainage payable	112,166	99,139
Accrued expenses and other liabilities	201,297	215,281
Truist - Line of Credit	-	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	264,460	255,953
Unearned revenue	1,157,913	982,474
Compensated absences	92,298	77,767
Total current liabilities	<u>2,156,768</u>	<u>2,848,147</u>
<b>Noncurrent liabilities</b>		
Note payable - USATS Bldg 1	240,000	480,000
Net pension liabilities	1,367,849	1,367,849
Other post-employment benefits liability	28,925	28,925
Total noncurrent liabilities	<u>1,636,774</u>	<u>1,876,774</u>
<b>Total liabilities</b>	<u>\$ 3,793,542</u>	<u>\$ 4,724,921</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred inflows related to pensions	147,095	147,095
Deferred inflows of leases	\$ 18,279,256	\$ 18,279,256
<b>Total deferred inflows of resources</b>	<u>\$ 18,426,351</u>	<u>\$ 18,426,351</u>
<b>NET POSITION</b>		
Net investment in capital assets	\$ 66,358,635	\$ 65,198,510
Restricted for airport improvements	995,081	995,081
Unrestricted	227,495	238,775
<b>Total net position</b>	<u>\$ 67,581,210</u>	<u>\$ 66,432,366</u>

**Titusville-Cocoa Airport Authority**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**For the Eleven Months Ending August 31, 2024**

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
<b>Operating revenues</b>						
T-hangars	\$ 194,264	\$ 696,242	\$ 369,998	\$ -	\$ -	\$ 1,260,504
Fixed base operations	75,640	184,379	132,024	-	-	392,043
Building, land, and other leases	100,577	286,717	1,741,893	629,773	-	2,758,960
Miscellaneous revenue	27,945	3,248	72,082	7,297	5,215	115,788
<b>Total Operating Revenue</b>	<b>398,426</b>	<b>1,170,586</b>	<b>2,315,998</b>	<b>637,070</b>	<b>5,215</b>	<b>4,527,295</b>
<b>Operating expenses</b>						
Operating and maintenance expenses						
Wages and personnel expenses	126,200	249,740	583,153	119,225	328,131	1,406,449
Professional services	1,527	32,890	1,528	-	121,959	157,904
Communications and utilities	11,756	40,984	72,613	43	29,307	154,703
Insurance	73,825	158,584	266,337	25,618	7,058	531,422
Marketing & website	-	115	92	13,600	17,204	31,011
Repairs and maintenance	58,887	88,789	175,784	3,894	9,134	336,488
Materials and supplies	9,799	9,947	27,331	9,702	22,205	78,984
Bad debt expense	-	(3,116)	870,920	-	-	867,804
<b>Total operating and maintenance expenses</b>	<b>281,994</b>	<b>577,933</b>	<b>1,997,758</b>	<b>172,082</b>	<b>534,998</b>	<b>3,564,765</b>
Non-cash operating expenses						
Depreciation	183,704	656,410	1,467,518	41,527	-	2,349,159
<b>Total operating expenses</b>	<b>465,698</b>	<b>1,234,343</b>	<b>3,465,276</b>	<b>213,609</b>	<b>534,998</b>	<b>5,913,924</b>
<b>Operating gain (loss)</b>	<b>(67,272)</b>	<b>(63,757)</b>	<b>(1,149,278)</b>	<b>423,461</b>	<b>(529,783)</b>	<b>(1,386,630)</b>
<b>Non-operating revenues (expenses)</b>						
Interest income					2,971	2,971
Interest expense					(10,313)	(10,313)
<b>Total non-operating revenues (expenses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(7,342)</b>	<b>(7,342)</b>
Gain (Loss) before contributions	(67,272)	(63,757)	(1,149,278)	423,461	(537,125)	(1,393,972)
Capital contributions	486,509	894,294	1,162,013	-	-	2,542,816
<b>Change in net position</b>	<b>\$ 419,237</b>	<b>\$ 830,537</b>	<b>\$ 12,734</b>	<b>\$ 423,461</b>	<b>\$ (537,125)</b>	<b>\$ 1,148,844</b>
Net position, beginning of year						66,432,366
<b>Net position, August 31, 2024</b>						<b>\$ 67,581,210</b>



REPORT

AUTHORITY ATTORNEY



REPORT

AUTHORITY MEMBERS



## PUBLIC COMMENTS



ADJOURN