



Meeting Date
<b>August 8, 2017</b>

AGENDA	
Section	Consent
Item No.	<i>II.A.8</i>

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FDOT Joint Participation Agreement for Valkaria Airport: Fuel Farm Upgrade. Construction Phase JPA FM No.: 437171-1-94-02
DEPT/OFFICE:	Valkaria Airport

Requested Action:

It is requested that the Board waive procurement policies and procedures related to the Construction Phase of the Fuel Farm Upgrade project at Valkaria Airport and ratify the election of ABA-CON INC. for the construction phase of the fuel farm upgrade.

Summary Explanation & Background:

The initial invitation to bid #B-3-15-111, Valkaria Fuel Farm Upgrade, followed the Board's normal policies and procedures. The County did not receive bids from that solicitation, even after several bid due date extensions.

The County explored other options, including the utilization of the Facilities Construction Manager, Canaveral Construction. Canaveral Construction proposed a price of \$189,568. With the consent of FDOT, the County elected to proceed with the Construction Manager's subcontractor quote from ABA-CON INC. and chose to use the Facilities department for installation of the electrical components, for a total cost savings of \$62,399. This agenda item would ratify the County's election to proceed with ABA-CON and waive any requirement to attempt to procure further bids.

Fiscal Impact: N/A

The Board has previously approved this project.

No General Fund dollars are required for this project.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager Frank Abbate <i>[Signature]</i>	Interim Assistant County Manager Jim Liesenfelt	Department Director / Extension Steve Borowski, Airport Manager <a href="mailto:Steve.Borowski@brevardfl.gov">Steve.Borowski@brevardfl.gov</a> ; (321) 952-4590
	Interim Assistant County Manager John Denninghoff <i>[Signature]</i>	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

August 9, 2017

**M E M O R A N D U M**

**TO:** Steve Borowski, Valkaria Airport Manager

**RE:** Item II.A.8., Joint Participation Agreement (JPA FM No.: 437171-1-94-02) with Florida Department of Transportation (FDOT) for Fuel Farm Upgrade, Construction Phase

The Board of County Commissioners, in regular session on August 8, 2017, waived procurement policies and procedures related to the Construction Phase of the Fuel Farm Upgrade project at Valkaria Airport; and ratified the election of ABA-CON, Inc. for the construction phase of the fuel farm upgrade.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget  
Finance



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

November 16, 2016

MEMORANDUM

TO: Steve Borowski, Valkaria Airport Director

RE: Item II.A.6., Supplemental Joint Participation Agreement No. 1 (JPA) with Florida Department of Transportation (FDOT) for Valkaria Airport, Fuel Farm Upgrade, Construction Phase JPA FM No. 1 - 437171-1-94-02

The Board of County Commissioners, in regular session on November 15, 2016, executed and approved the FDOT funded JPA No. 1 for funds related to the construction phase of the Fuel Farm Upgrade project at Valkaria Airport. Enclosed are two executed Supplemental JPA No. 1 for your action.

**Upon execution by FDOT, please return a fully-executed JPA to this office for inclusion in the official record.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

S

Meeting Date
Nov 15, 2016



AGENDA	
Section	Consent
Item No.	

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FDOT Joint Participation Agreement for Valkaria Airport; Fuel Farm Upgrade, <b>Construction Phase</b> JPA FM No.: 437171-1-94-02
DEPT/OFFICE:	Valkaria Airport

Requested Action:

It is requested that the Board approve and adopt the attached FDOT funded Joint Participation Agreement (JPA) related to the **Construction Phase** of the Fuel Farm Upgrade project at Valkaria Airport and authorize the Chairman to execute the agreement.

Summary Explanation & Background:

A portion of the fuel farm equipment at Valkaria airport is over twenty (25) years old and in dire need of repair or replacement. The project consists of the Design, Procurement and Upgrading of the existing Fuel Farm at Valkaria Airport. The project will include updating the existing fuel farm equipment and the construction of a new consolidated fuel dispensing station. Also included in this project is the removal and disposal of existing equipment that will not be reused. On December 16, 2014 the BOARD accepted an FDOT JPA for the Design Phase of the project (\$26,883). The attached JPA is for the **Construction Phase** of the project.

Total cost for the **Construction Phase** of the project is \$127,169.  
FDOT Funding: 80% - \$101,735 and Valkaria Airport Funding: 20% - \$25,434.

Fiscal Impact: \$127,169 Total (FDOT 80% \$101,735 and Valkaria Airport 20% \$25,434).

All match funds are in the 2016 budget and will be paid for with Airport revenues.

**No General Fund dollars are required for this project.**

Clerk to the Board Instructions:

Exhibits Attached:  
FDOT JPA No.: 437171-1-94-02  
Construction Phase Scope Of Services

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR   
FDOT JPA FM No.: 437171-1-94-02

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	N/A	Steve Borowski / (321)952-4590
	Assistant County Manager	steve.borowski@brevardfl.gov
	N/A	



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

133 S. Semoran Boulevard  
Orlando, Florida 32807

JIM BOXOLD  
SECRETARY

October 19, 2016

Mr. Steven Borowski  
Airport Director  
Valkaria Airport  
2865 Greenbrooke Street  
Valkaria Florida 32950

**Subject: Joint Participation Agreement – \*\* Revised July 2015 \*\***  
Valkaria Airport  
FM No.: 437171-1-94-01 and 437171-1-94-02  
Contract No.: Unassigned  
Description: Fuel Farm Upgrade

Dear Mr. Borowski:

Enclosed are two Joint Participation Agreement (JPA) documents for your adoption and signature. Please authorize and seal the signature page for each document by original signature. Please return both adopted Joint Participation Agreements along with one certified copy of the Resolution adopting the agreements to the address below. When the JPA is fully authorized by all parties, one original document will be returned to you. **Should you wish to have more than one original document, please make the appropriate number of copies and submit them to the Department for execution. All copies will be returned once fully authorized. Please note that any costs incurred prior to the Department executing the Joint Participation Agreement will not be eligible for reimbursement.**

**Please return all documents to:**

Ms. Holly Lopenski  
Florida Department of Transportation  
Special Projects Section, MS 4-520  
719 S. Woodland Blvd.  
Deland, FL 32720-6834

**Documents mailed back to our office in Orlando will result in a delay in executing the grants.**

**\*\* PLEASE TAKE NOTE OF THE NEW SECTION 24.00 \*\***

Please take note that the Department has revised the JPA Dated "OGC – 07/15". Please take note of Section 24.00 Inspector General Cooperation. In addition, please note the addition of the Exhibit "A", Scope of Services. Invoicing and payments will be made based on the Method of Compensation and deliverables defined in Exhibit "A" and in the Scope of Services. Please provide this office with a copy of all executed Task Orders/Amendments/Contracts for this project if not already provided. Please call with any questions or concerns.

Sincerely,

Allison D. McCuddy  
Freight and Logistics Specialist  
AM/am  
Enclosures (2)

# Supplemental Joint Participation Agreement

(Form 725-030-07)

FIN. PROJ. ID		CONTRACT NO	FUND	FUNCTION	FEDERAL NO	CFDA NO	CSFA NO	DUNS NO.
437171-1-94-01		ARR09	DPTO	637	N/A	N/A	55.004	80-939-7102
437171-1-94-02								
FLAIR CATEGORY	OBJECT CODE	ORG CODE	VENDOR NO	SUPPLEMENTAL NUMBER				
088719	751000 A8	55052000531	F596 000 523 008	1				
CFDA Title:			CSFA Title:					
N/A			Aviation Development Grants					
AGENCY NAME								
Brevard County Board of County Commissioners								
AGENCY ADDRESS								
P.O. Box 1496, Titusville, Florida 32781								
PURPOSE OF AGREEMENT								
no change								
DESCRIPTION OF SUPPLEMENT (Including Justification for Cost Change)								
Sponsor requested a supplemental agreement for the construction of the fuel farm upgrades.								
		As Approved			As Amended			
Department Share:		21,506.00		123,241.00				
Agency Share:		5,377.00		30,811.00	Other Funding Source (Name):			
Other:								
DATE OF ORIGINAL AGREEMENT			REVISED EXPIRATION DATE					
January	8th	2015	N/A					
MULTI-YEAR or DEFERRED REIMBURSEMENT FUNDING					FDOT'S SIGNATOR			
FY		\$		Frank J. O'Dea , P.E.				
FY		\$		<i>If you need to enter additional FY's or Special Considerations, you may do so after linking to the form. These sections are located on page 5 of the official form.</i>				
FY		\$						
FY		\$						
FY		\$						

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 1**

Financial Project No(s): 437171-1-94-01 437171-1-94-02  (item-segment-phase-sequence) Contract No.: <u>ARR09</u>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000 A8</u> Org. Code: <u>55052000531</u> Vendor No.: <u>F596 000 523 008</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> CFDA Title: <u>N/A</u>	Catalog of State Financial Assistance Number: <u>55.004</u> CSFA Title: <u>Aviation Development Grants</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781  
hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on the 8th day of January 2015  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$123,241.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
no change

11. A. 8  
10-9-1

437171-1-94-01

Financial Project No(s) 437171-1-94-02

Contract No. ARR09

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated January 8th 2015 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**AGENCY**

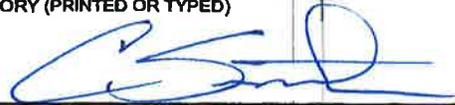
**FDOT**

Brevard County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

CURT SMITH, CHAIRMAN  
SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

  
SIGNATURE

Frank J. O'Dea, P.E.  
DEPARTMENT OF TRANSPORTATION

CHAIRMAN  
TITLE

Director of Transportation Development  
TITLE

As approved by Board Aug. 8, 2017

ATTEST:

  
SCOTT ELLIS, CLERK

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased/  decreased by \$127,169.00  
bringing the revised total cost of the project to \$154,052.00

Paragraph 4.00 of said Agreement is  increased/  decreased by \$101,735.00  
bringing the Department's revised total cost of the project to \$123,241.00

**3.00 Amended Exhibits:**

Exhibit(s) "A," "B," and "D" of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement N/A

**5.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496  
referenced by the above Financial Project Number.

PROJECT LOCATION: Valkaria Airport  
2865 Greenbrooke Street  
Valkaria, Florida 32950

PROJECT DESCRIPTION: Fuel farm upgrade Per Attached Scope of Services

**SPECIAL CONSIDERATIONS BY AGENCY:**

- 1) The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

- 1) Joint Participation Agreement Paragraph 20.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".
- 2) Method of Compensation:

For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$123,241 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

437171-1-94-01

Financial Project No(s) 437171-1-94-02

Contract No. ARR09

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"  
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Brevard County Board of County Commissioners  
 P.O. Box 1496, Titusville, Florida 32781

dated \_\_\_\_\_

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Sponsor requested a supplemental agreement for the construction of the fuel farm upgrades.

I. Project Cost:	As Approved	As Amended	Net Change
	\$26,883.00	\$154,052.00	\$127,169.00
<b>Total Project Cost</b>	<b>\$26,883.00</b>	<b>\$154,052.00</b>	<b>\$127,169.00</b>
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$21,506.00	\$123,241.00	\$101,735.00
Agency:	\$5,377.00	\$30,811.00	\$25,434.00
			\$0.00
<b>Total Project Cost</b>	<b>\$26,883.00</b>	<b>\$154,052.00</b>	<b>\$127,169.00</b>

Comments:

**SCOPE OF SERVICES FOR  
VALKARIA AIRPORT  
FUEL FARM UPGRADE  
FDOT ITEM NO. 437171-1-94-01**

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**PROJECT DESCRIPTION**

The existing fuel farm includes three existing fuel tanks and dispensers in separate locations at the Valkaria Airport. The products include AVGAS, MO GAS and Jet-A. This project consists of the removal and replacement of the existing fuel dispensing equipment in order to provide fuel dispensing at a single location and upgrade dispensing equipment. Components of the project include new fuel pumps, dispensers, hose reels, static grounding reels, fuel piping, automated fuel management system, electrical and all other ancillary construction. Additional elements of the project include pavement removal and concrete paving.

The project includes the following items:

- Construct a new AVGAS dispenser cabinet using a new pump. Other elements include a new meter and hose reel
- Construct a new Jet A dispenser cabinet using the existing Jet-A pump. Other elements include a new meter and hose reel
- Construct a new automated fuel management system
- Complete all site civil and electrical work necessary to complete the project

The items listed above will be completed pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.

The final construction cost of the project is \$127,169

**PROJECT JUSTIFICATION**

The project includes replacing portions of the existing fuel dispensing equipment system which has currently reached the end of its service life and has become increasingly difficult to maintain and troubleshoot.

**DESIGN**

The design was completed by AVCON. All elements of the construction of the project are shown in the construction plans. The contractor is responsible for providing the elements shown in the construction plans.

**CONSTRUCTION**

The Contractor will:

- Furnish all materials, labor, incidentals, and supplies required to construct the project in accordance with the approved plans.

- Provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration, and all paperwork that is required from the Contractor.

The Contractor Services is fully defined in the Contract Documents, which include all documents bound together in the Contract Documents and Specifications, the Drawings, the Addenda, and the Proposal submitted by Contractor.

Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes. All work must be in place; there is no provision for payment for "Materials delivered to site".

#### **PAYMENT DELIVERABLES/MILESTONES FOR CONSTRUCTION**

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.
- Payment will be made based on Periodic Pay Requests listing all work in-place. The Pay Requests will be reviewed by the Airport Staff.
- Verification of Periodic site visits.
- Verification of final inspection and submittal of a punchlist and/or Summary Report
- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Upon completion of the work, execution of the final change order, submittal of all required project completion documents and final inspection by the Airport and FDOT, the final (100%) payment will be made.

End of Scope

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FINANCIAL PROJECT NO. 437171-1-94-01

437171-1-94-02

## EXHIBIT "D" SINGLE AUDIT ACT REQUIREMENTS

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496

**CFSA NUMBER:** 55.004

**STATE PROJECT TITLE:** Aviation Development Grants

**STATE AGENCY:** Florida Department of Transportation

**AMOUNT:** \$123,241

**PROGRAM OBJECTIVES:** The Aviation Grant Program is designed to provide a safe, cost effective, and efficient statewide aviation system. Grant funds assist airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities. In addition, grants are intended to further develop and improve aerospace transportation facilities.

**PROGRAM PROCEDURES:** Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the Internet at <http://www.dot.state.fl.us/aviation/planning.shtm>). This guidebook is the standard by which all master planning documents will be produced.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

**COMPLIANCE  
REQUIREMENT:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

**ACTIVITIES ALLOWED:**

**Airport Planning**

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

**Airport Improvement**

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overruh areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

**Land Acquisition**

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment.

Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges need to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

<b>ALLOWABLE COSTS:</b>	See Part Three.
<b>CASH MANAGEMENT:</b>	See Part Three.
<b>ELIGIBILITY:</b>	Not Applicable.
<b>EQUIPMENT/REAL PROPERTY MANAGEMENT:</b>	Not Applicable.

**MATCHING:**

**Commercial Service Airports**

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**General Aviation Airports**

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Economic Development**

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Airport Loans**

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**PERIOD OF AVAILABILITY:**

Not Applicable.

**REPORTING:**

Not Applicable.

**SUBRECIPIENT  
MONITORING:**

Not Applicable.

**SPECIAL TESTS  
PROVISIONS:**

Not Applicable.

## PUBLIC TRANSPORTATION

## SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

## Number 1

Financial Project No(s): 437171-1-94-01 437171-1-94-02  (Item-segment-phase-sequence) Contract No.: ARR09	Fund: DPTO Function: 637 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Category: 088719 Object Code: 751000 A8 Org. Code: 55052000531 Vendor No.: F596 000 523 008
Catalog of Federal Domestic Assistance Number: N/A CFDA Title: N/A	Catalog of State Financial Assistance Number: 55.004 CSFA Title: Aviation Development Grants	

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of December, 2014,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781  
hereinafter referred to as Agency.

## WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 8<sup>th</sup> day of January 2015  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$123,241.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
no change

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased/  decreased by \$127,169.00  
bringing the revised total cost of the project to \$154,052.00

Paragraph 4.00 of said Agreement is  increased/  decreased by \$101,735.00  
bringing the Department's revised total cost of the project to \$123,241.00

**3.00 Amended Exhibits:**

Exhibit(s) "A," "B," and "D" of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement N/A

**5.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

437171-1-94-01

Financial Project No(s) 437171-1-94-02

Contract No. ARR09

Agreement Date December 5, 2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated January 8th 2015 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

Brevard County Board of County Commissioners

See attached Encumbrance Form for date of Funding Approval by Comptroller

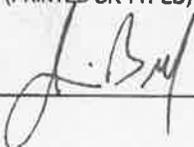
AGENCY NAME

JIM BARFIELD

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

SIGNATURE



Frank J. O'Dea, P.E.

DEPARTMENT OF TRANSPORTATION

CHAIRMAN

Director of Transportation Development

TITLE

TITLE

## EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496  
referenced by the above Financial Project Number.

PROJECT LOCATION: Valkaria Airport  
2865 Greenbrooke Street  
Valkaria, Florida 32950

PROJECT DESCRIPTION: Fuel farm upgrade Per Attached Scope of Services

### **SPECIAL CONSIDERATIONS BY AGENCY:**

- 1) The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

- 1) Joint Participation Agreement Paragraph 20.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".

- 2) Method of Compensation:

For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$123,241 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

437171-1-94-01  
 Financial Project No(s) 437171-1-94-02

Contract No. ARR09  
 Agreement Date December 5, 2016

ATTACHMENT "A"  
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Brevard County Board of County Commissioners P.O. Box 1496, Titusville, Florida 32781

dated Dec. 5, 2016

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Sponsor requested a supplemental agreement for the construction of the fuel farm upgrades.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$26,883.00	\$154,052.00	\$127,169.00
	Total Project Cost	\$26,883.00	\$154,052.00	\$127,169.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$21,506.00	\$123,241.00	\$101,735.00
	Agency:	\$5,377.00	\$30,811.00	\$25,434.00
				\$0.00
	Total Project Cost	\$26,883.00	\$154,052.00	\$127,169.00

Comments:

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SCOPE OF SERVICES FOR  
VALKARIA AIRPORT  
FUEL FARM UPGRADE  
FDOT ITEM NO. 437171-1-94-01

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**PROJECT DESCRIPTION**

The existing fuel farm includes three existing fuel tanks and dispensers in separate locations at the Valkaria Airport. The products include AVGAS, MO GAS and Jet-A. This project consists of the removal and replacement of the existing fuel dispensing equipment in order to provide fuel dispensing at a single location and upgrade dispensing equipment. Components of the project include new fuel pumps, dispensers, hose reels, static grounding reels, fuel piping, automated fuel management system, electrical and all other ancillary construction. Additional elements of the project include pavement removal and concrete paving.

The project includes the following items:

- Construct a new AVGAS dispenser cabinet using a new pump. Other elements include a new meter and hose reel
- Construct a new Jet A dispenser cabinet using the existing Jet-A pump. Other elements include a new meter and hose reel
- Construct a new automated fuel management system
- Complete all site civil and electrical work necessary to complete the project

The items listed above will be completed pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.

The final construction cost of the project is \$127,169

**PROJECT JUSTIFICATION**

The project includes replacing portions of the existing fuel dispensing equipment system which has currently reached the end of its service life and has become increasingly difficult to maintain and troubleshoot.

**DESIGN**

The design was completed by AVCON. All elements of the construction of the project are shown in the construction plans. The contractor is responsible for providing the elements shown in the construction plans.

**CONSTRUCTION**

The Contractor will:

- Furnish all materials, labor, incidentals, and supplies required to construct the project in accordance with the approved plans.

- 
- Provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration, and all paperwork that is required from the Contractor.

The Contractor Services is fully defined in the Contract Documents, which include all documents bound together in the Contract Documents and Specifications, the Drawings, the Addenda, and the Proposal submitted by Contractor.

Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes. All work must be in place; there is no provision for payment for "Materials delivered to site".

#### **PAYMENT DELIVERABLES/MILESTONES FOR CONSTRUCTION**

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.
- Payment will be made based on Periodic Pay Requests listing all work in-place. The Pay Requests will be reviewed by the Airport Staff.
- Verification of Periodic site visits.
- Verification of final inspection and submittal of a punchlist and/or Summary Report
- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Upon completion of the work, execution of the final change order, submittal of all required project completion documents and final inspection by the Airport and FDOT, the final (100%) payment will be made.

End of Scope

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## EXHIBIT "D" SINGLE AUDIT ACT REQUIREMENTS

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496

CFSA NUMBER: 55.004

STATE PROJECT TITLE: Aviation Development Grants

STATE AGENCY: Florida Department of Transportation

AMOUNT: \$123,241

PROGRAM OBJECTIVES: The Aviation Grant Program is designed to provide a safe, cost effective, and efficient statewide aviation system. Grant funds assist airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities. In addition, grants are intended to further develop and improve aerospace transportation facilities.

PROGRAM PROCEDURES: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the Internet at <http://www.dot.state.fl.us/aviation/planning.shtm>). This guidebook is the standard by which all master planning documents will be produced.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

COMPLIANCE  
REQUIREMENT:

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

ACTIVITIES ALLOWED:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment.

Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges need to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

ALLOWABLE COSTS: See Part Three.

CASH MANAGEMENT: See Part Three.

ELIGIBILITY: Not Applicable.

EQUIPMENT/REAL  
PROPERTY MANAGEMENT: Not Applicable.

MATCHING:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

PERIOD OF AVAILABILITY: Not Applicable.

REPORTING: Not Applicable.

SUBRECIPIENT MONITORING: Not Applicable.

SPECIAL TESTS PROVISIONS: Not Applicable.





***Florida Department of Transportation***

RICK SCOTT  
GOVERNOR

719 South Woodland Boulevard  
DeLand, FL 32720-6834

JIM BOXOLD  
SECRETARY

January 8, 2015

Mr. Steven Borowski  
Airport Director  
Valkaria Airport  
2865 Greenbrooke Street  
Valkaria, Florida 32950

Re: Joint Participation Agreement for Fuel Farm Upgrade at Valkaria Airport  
FM# 437171-1-94-01; Contract Number ARR09

Dear Mr. Borowski,

Enclosed please find the executed Joint Participation Agreement for the above referenced project dated January 8, 2015, between the Brevard County Board of County Commissioners and the Florida Department of Transportation.

If you have any questions or concerns, please feel free to contact me at any time at 386/943-5520.

Sincerely,

A handwritten signature in cursive script that reads "Holly Lopenski".

Holly Lopenski  
Program Coordinator  
Local Government Agreements

HL  
Enclosure  
cc: Mr. Jim Wikstrom  
Financial Services  
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 437171 1 94 01	Fund: DPTO	FLAIR Category.: 088719
Contract Number: <u>ARR09</u>	Function: 637	Object Code: 750004
CFDA Number: N/A	Federal Number: N/A	Org. Code: 55052000531
CFDA Title: N/A	DUNS Number: 80-939-7102	Vendor No.: F596 000 523 008
	Agency DUNS Number: 00-828-2936	CSFA Number: 55004
		CSFA Title: <u>Aviation Development Grants</u>

THIS AGREEMENT, made and entered into this 8th day of January, 2015,  
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
 hereinafter referred to as the Department, and Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781  
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
 on or before June 1, 2015 and this Agreement will expire unless a time extension is provided  
 in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
 and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
 the implementation of an integrated and balanced transportation system and is authorized under  
Section 332.006 (6)  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
 as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
Fuel Farm Upgrade as More Particularly Described in the Exhibit "A" Scope of Services at Valkaria Airport

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part  
 hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
 terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
 project will be undertaken and completed.

## 2.00 Accomplishment of the Project:

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

**3.00 Project Cost:** The total estimated cost of the project is \$ 26,883.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 21,506.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

## 5.00 Project Budget and Payment Provisions:

**5.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

**5.20 Payment Provisions:** Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**6.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.60 Audit Authority:** In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**6.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## 6.62 Audits:

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

#### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us
  - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us  
In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us
3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us
  - B. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

**6.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**6.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

#### **7.00 Requisitions and Payments:**

**7.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five Public Transportation Office 133 S. Semoran Boulevard, Orlando, FL, 32807 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**7.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**7.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**7.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;

**7.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

**7.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**8.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**9.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **10.00 Contracts of the Agency:**

**10.10 Third Party Agreements:** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

#### **10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

**10.22 Procurement of Commodities or Contractual Services:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

### 10.30 Disadvantaged Business Enterprise (DBE) Policy:

**10.31 DBE Policy:** The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 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 *et seq.*)

**10.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### 11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

**11.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**12.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**12.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law; Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**12.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**12.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**12.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

**15.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**15.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement:** The Agency agrees to complete the project on or before June 1, 2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Five Office. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

**16.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**18.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**20.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

**22.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**23.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

II B 4

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

Brevard County Board of County Commissioners  
AGENCY NAME

Robin Fisher  
SIGNATORY (PRINTED OR TYPED)

[Signature]  
SIGNATURE

Chairman  
TITLE

FDOT

[Signature]  
Frank J. O'Dea, P.E.  
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development  
TITLE

[Signature]  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

Reviewed for legal form and content:  
[Signature]  
Assistant County Attorney

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing is a true and current copy of Agreement witness my hand and official seal this 19 day of December 2014  
SCOTT ELLIS, Clerk of Circuit Court

BY [Signature] D.C.

## EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496  
referenced by the above Financial Project Number.

PROJECT LOCATION: Valkaria Airport  
2865 Greenbrooke Street  
Valkaria, Florida 32950

PROJECT DESCRIPTION: Fuel Farm Upgrade Per Attached Scope of Services

### **SPECIAL CONSIDERATIONS BY AGENCY:**

- 1) The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

- 1) Joint Participation Agreement Paragraph 20.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".

- 2) Method of Compensation:

For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$21,506 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

ATTACHMENT A

SCOPE OF SERVICES  
PROFESSIONAL ENGINEERING SERVICES  
DESIGN AND CONSTRUCTION PHASE SERVICES FOR  
FUEL FARM UPDATE  
VALKARIA AIRPORT  
OCTOBER 2014

A. GENERAL SCOPE OF PROJECT

The project scope consists of the planning and design of the Fuel Farm Update at Valkaria Airport. The project will include updating the existing fuel farm equipment and the construction of a new consolidated fuel dispensing station. The project will also entail removal and disposal of the existing equipment that will not be reused. It also includes bidding and construction phase services in connection with the construction of the project. Total cost of this scope of services is \$26,883.00. The project specifics are as follows:

At this time the condition of the existing equipment such as pumps, dispensers, hose reels, hoses and nozzles is unknown. During the design phase, AVCON will evaluate the condition of the existing equipment and will provide recommendations for possible salvage and re-use.

B1. FUEL DESIGN PHASE SERVICES

The project documents developed will be in sufficient detail to provide for competitive bidding. Due to the small project size - no field survey or geotechnical shall be performed. Existing base files and photographs shall be used to develop the project layout. The documents shall be developed in two stages - 30%, 90% and bid documents. The documents shall consist of the special provisions and technical specifications. The front-end documents shall be provided by the AIRPORT. The consultant will attend two review meetings to obtain final changes and prepare final documents.

Tasks included in the design phase of the project include:

- Meet with vendors for design products and materials
- Meet with contractors for pricing
- Mechanical design & engineering
- Electrical design & engineering
- Develop pavement demolition and repair plan
- Develop project site plan
- Provide cabinet foundation details
- Prepare project technical specifications
- FAA Construction Safety and Phasing Plan, CSPP (if required)
- FAA airspace study 7460 (if required)
- Attend the 30% design coordination meeting

- Attend the 90% design coordination meeting
- Perform in house QA/QC of all documents

## B2. SHELTER DESIGN PHASE SERVICES

AVCON shall prepare a design criteria package for a fuel farm shelter. The 35 foot by 50 foot structure is anticipated to have open walls, no doors, and a clearance height of approximately 16 feet. The scope for the shelter shall consist of the following key elements of work:

- Prepare a conceptual design for the metal shelter adjacent to the fuel farm
- Meet with the airport to detail the shelter requirements
- Meet with pre-manufactured structure vendors to optimize the design and maximize the numbers of potential bidders
- Prepare site plan showing location, size, and functionality
- Provide structural review of geotechnical report
- Prepare performance specification criteria package for the structure including materials, hardware, coatings, design wind speed, local codes & ordinances, etc.
- Prepare cost estimate
- Review and approval of contractor's shop drawings

It is understood by AVCON that this project will be competitively bid as an additive alternate to the project and the award will be based on the availability of funds. The contractor/ manufacturer will be responsible for the final design, permitting and construction of the structure. Geotechnical investigation and foundation recommendation(s) shall be prepared by AVCON's subconsultant.

## C. BIDDING AND AWARD PHASE SERVICES

Bidding & Award Phase shall consist of the following elements of work:

- Prepare, Reproduce and assist with the distribution of bid documents
- Respond to questions from bidders to clarify the intent of the documents
- Prepare addenda and oversee distribution to bidders
- Attend the pre-bid conference
- Attend the public bid opening
- Review bids, and make recommendations to the AIRPORT concerning the award of the construction contract
- Prepare and issue conformed package

### DESIGN, BIDDING AND AWARD PHASE SERVICES PAYMENT DELIVERABLES / MILESTONES:

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work

performed.

- May be invoiced on a monthly basis, in proportion to the percentage of completion.
- 30% design Documents
- 90% Design Documents
- 100% Design Documents (Bid Documents)
- Verification of attendance and minutes of the Pre-Bid Conference.
- Bid evaluation and Award Recommendation package.

#### D. CONSTRUCTION PHASE SERVICES

At the time of the pre-construction conference, the Construction Phase Services will begin. These services provide for continuing interface services among the AIRPORT, the Contractor and AVCON team throughout the construction phase of the project, including project closeout. These services shall include:

- A. Provide consultation and advice to the AIRPORT during all phases of the construction and participate, on the AIRPORT's behalf, at the pre-construction conference;
- B. Review and advise the AIRPORT as to the contractor's schedule for construction;
- C. Review & process Contractor's design documents, shop drawings, samples, submissions etc. as to conformance with design concept and construction documents. Incorporate the AIRPORT's comments with respect to same;
- D. Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. AVCON will not be required to make extensive and continuous on-site inspections to check the quality or quantity of work and AVCON will not be responsible for the means, methods, techniques, sequences or procedures of the construction selected by the contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). AVCON's efforts will be directed toward providing assurance for the AIRPORT that the completed project will generally conform to the Contract Documents. During such visits and on the basis of on-site observations, AVCON shall keep the AIRPORT informed of the progress of the work, shall endeavor to guard the AIRPORT against defects and deficiencies on the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents;
- E. Perform those tasks set forth in the general conditions of the construction contract required to be performed by the Design Engineer and otherwise consult with and advise the AIRPORT as provided for in the construction contract documents;
- F. Review and approve the contractors schedule of values, process contractor's applications for payment, and recommend to the AIRPORT construction payments based upon properly completed construction;

- G. Attend all Construction meetings that will in any way relate to construction activities for this project as requested by the AIRPORT;
- H. Advise the AIRPORT on the probable economic and technical effect of proposed changed conditions and possible change orders to the construction contract;
- I. Participate in the preparation of the final checklist for the acceptance inspection;
- J. Receive and review written guarantees and other documents assembled by the contractor(s), and issue a final certificate for payment;
- K. Make a final inspection and prepare Record Drawings from contractor As-builts, and AutoCad files based upon information supplied by the construction contractor.
- L. Provide FDOT certification.

**E. DIRECT NON-SALARY EXPENSES**

All job related travel, job related reprographic costs and supplies, interim review document printing, mail and express mail services and printing and plotting costs associated with preparation of contract documents are included in the phase of work for the associated service tasks.

**F. ADDITIONAL SERVICES**

Additional services may be added to this contract during the course of work based upon agreed Lump Sum fees. These respective Lump Sum amounts shall be determined jointly by the Airport Staff and the Consultant. No work shall be undertaken in accordance with any additional service tasks without the written authorization of the AIRPORT.

**CONSTRUCTION PHASE SERVICES PAYMENT DELIVERABLES / MILESTONES:**

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Verification and minutes of the preconstruction meeting and all construction meetings attended
- Verification of site visits
- Verification of Final inspection and Summary Report, and Record Drawings of the completed project

**H. SCHEDULE**

Design work shall commence upon written notice to proceed. Bid documents will be available within 60 days of notice to proceed. Construction duration is to be determined during the design phase.

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496  
 referenced by the above Financial Project Number.

**I. PROJECT COST:**

Fuel Farm Upgrade Per Exhibit "A" Scope of Services

**TOTAL PROJECT COST:** \$26,883

**II. PARTICIPATION:**

Maximum Federal Participation

FTA, FAA (0.0%) or \$ 0

Agency Participation

In-Kind

Cash (20.0%) or \$5,377

Other

Maximum Department Participation,

Primary

DPTO (80.0%) or \$21,506

Federal Reimbursable  
(DU)(FRA)(DFTA)

Local Reimbursable (DL)

**TOTAL PROJECT COST** **\$26,883**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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FINANCIAL PROJECT NO.: 437171 1 94 01

EFFECTIVE DATE: January 8, 2015

**A. General**

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

**B. Agency Compliance Certification**

**1. General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

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- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety
- c. **Local Government Requirements**
  - Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. **Department Requirements**
  - Eight Steps to Building a New Airport
  - Florida Airport Financial Resource Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Guidelines for Plan Development

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

- a. **Federal Requirements**
  - FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
- b. **Local Government Requirements**
  - Local Building Codes
  - Local Zoning Codes
- c. **Department Requirements**
  - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
  - Standard Specifications for Construction of General Aviation Airports

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

- a. **Federal Requirements**
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. **Florida Requirements**
  - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
  - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
  - Section 286.23, F.S., Public Business: Miscellaneous Provisions

**C. Agency Authority**

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1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

**D. Agency Responsibilities**

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

**1. Accounting System**

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

**2. Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

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

**3. Preserving Rights and Powers**

a. The Agency 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 and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

**5. Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

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adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

**9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

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owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

### 10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

### 11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

### 12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

- (1) The 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.
- (2) 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.

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

### 13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

### 14. Operations and Maintenance

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

- (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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

### 15. Federal Funding Eligibility

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

**16. Project Implementation**

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

**17. Exclusive Rights**

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

**18. Airfield Access**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

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

**20. Consultant, Contractor, Scope, and Costs**

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

**21. Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
  - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
  - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

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- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
- (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

## 22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
  - (1) Maintain responsibility for all related contract letting and administrative procedures.
  - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
  - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - (5) Establish a project account for the purchase of the land.
  - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
  - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
  - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
  - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

## AVIATION PROGRAM ASSURANCES

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

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

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

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

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

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(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

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

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

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

**EXHIBIT "D"**  
**SINGLE AUDIT ACT REQUIREMENTS**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners  
P.O. Box 1496, Titusville, Florida 32781-1496

CFSA NUMBER: 55.004

STATE PROJECT TITLE: Aviation Development Grants

STATE AGENCY: Florida Department of Transportation

AMOUNT: \$21,506

PROGRAM OBJECTIVES: The Aviation Grant Program is designed to provide a safe, cost effective, and efficient statewide aviation system. Grant funds assist airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities. In addition, grants are intended to further develop and improve aerospace transportation facilities.

PROGRAM PROCEDURES: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.  
(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the Internet at <http://www.dot.state.fl.us/aviation/planning.shtm>). This guidebook is the standard by which all master planning documents will be produced.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

COMPLIANCE  
REQUIREMENT:

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

ACTIVITIES ALLOWED:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary

engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges need to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

ALLOWABLE COSTS: See Part Three.

CASH MANAGEMENT: See Part Three.

ELIGIBILITY: Not Applicable.

EQUIPMENT/REAL  
PROPERTY MANAGEMENT: Not Applicable.

**MATCHING:**

**Commercial Service Airports**

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**General Aviation Airports**

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Economic Development**

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Airport Loans**

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**PERIOD OF AVAILABILITY:** Not Applicable.

**REPORTING:** Not Applicable.

**SUBRECIPIENT MONITORING:** Not Applicable.

**SPECIAL TESTS PROVISIONS:** Not Applicable.