

# Regular Meeting Agenda

December 11th, 2023, 1600 EDT

- Call to Order
- Pledge of Allegiance
- Approval Meeting Minutes (November 6th, 2023)
- Agenda Approval
- Business Partner Updates
- Old Business Items
  - iVenture Proposal presentation and request for board approval
    - Matt Harley, i-Venture IT Concerns
      - Phone System Refresh
      - Compliance & Security Standards
      - Infrastructure Refresh
    - Proposal for Phase II Archaeological Testing at Two Archaeological Sites at the Northeast Florida Regional Airport, St. Johns County, Florida
      - SEARCH Proposal #P23-0388
      - Letter of Intent from Joyce/Compass Point, presentation
      - Tom Solana Hanger update by Ed (Skip) Booth
- New Business Items
  - FM 433/19-2-94-21 resolution needs to be signed for grant to proceed.
  - Pavement, curbing, and Drainage improvements at Gate S-1
  - FM#438047-1 - SGJ Fuel Farm needs to sign resolution.
  - Road connector from US1 to conference center, grant awarded to be funded in July of 2024, need to start planning now so when funding is available, we are ready to pull the trigger.
  - Volato Review of lease proposal, our Aviation Attorney Mr. Roberts and Volato Attorney, Alex Simser.
  - Yearend financials to review and entertain any board questions prior to sending to CPA.
- Staff Report
- Public Comment – General
- Member Comments and Reports
- Adjournment

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### **Business Partner Updates**

- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation, FBO
- Mr. Jose Riera, SAAPA Liaison
- Mr. Nate McKendrick, Northrup Grumman
- Mr. Courtney Pittman, Air Traffic Control Tower
- Mr. Bruce Kreis, AOPA ASN Liaison

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## **Staff Reports – Items of Interest & Update of Projects**

### **Interim Executive Director**

- Meetings with County Economic Development
- TSA Letter of Investigation response completed.
- T-Hanger Design meeting on 12-14-23 to do 60% design review with Passero
- Part 139 inspection
- Cycling thru our stakeholders Atlantic expressed an interest in the terminal after we asked for their wish list

### **Jeremiah Blocker**

### **Chad Roberts**

- Gun Club's Attorney's request
- Part 16 update

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Airport Operations and Fuel Sales

## **Public Comments – General**

- **Three (3) Minutes per Speaker**
- **Address Matters that Reasonably May Need Attention of the Authority**

## **Rules of Decorum**

- **May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior**
- **Please Address the Authority as a Whole, Not Any Individual Member or Staff**
- **Please Refrain From Making any Demand for an Immediate Response From the Authority**

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## **Authority Members - Comments and Reports**

### **Ms. Michelle Cash-Chapman**

- Aerospace Academy
- Executive Director Search

### **Mr. Dennis Clarke**

### **Ms. Jennifer Liotta**

### **Ms. Reba Ludlow**

- Transportation Planning Organization

### **Mr. Robert Olson**

- Economic Development Council

## **Next Board Meeting**

Second Monday 1600 January 8<sup>th</sup>, 2024



We have prepared a change order for you

**ISP Swap**

Change Order # 015317  
Version 1

Prepared for:

**Northeast Florida Regional Airport**

Jaime Topp  
jrt@sgj-airport.com

## Services

Description	Qty	Price	Ext. Price																				
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<ul style="list-style-type: none"> <li>• Phase I - Pre-Deployment                             <ul style="list-style-type: none"> <li>• Review current network architecture and document accordingly:                                     <ul style="list-style-type: none"> <li>• Review and document any NAT policies</li> <li>• Review and document any current VPN connections</li> <li>• Review and document any current VoIP QoS policy</li> <li>• Review and document any current Access Control List</li> <li>• Review and document any failover and load balancing configurations</li> </ul> </li> <li>• Provide phased approached migration plan for firewall ISP changes                                     <ul style="list-style-type: none"> <li>• Identify multiple maintenance windows where affected sites can be off line briefly to perform necessary work</li> </ul> </li> <li>• Review VPN access                                     <ul style="list-style-type: none"> <li>• Determine if any changes to the end users or DNS is required.</li> </ul> </li> <li>• Review switch VLAN configuration for Tenant networks and determine if any immediate changes are necessary</li> <li>• Review end user documentation on how to install and configure VPN client</li> <li>• Confirm with new ISP circuit has been installed and ready to be connected.</li> <li>• Review failover ISP configuration and draft needed changes to firewall to accomplish work as outlined in this SOW.</li> </ul> </li> <li>• Phase II – Deployment                             <ul style="list-style-type: none"> <li>• Validate maintenance window for downtime and commence firewall deployment</li> <li>• Perform last configuration capture on current firewall and retain for roll back plan</li> <li>• Connect new ISP to shared WAN port on firewall HA pair</li> <li>• Commence drafted configuration changes to the firewall HA pair:                                     <ul style="list-style-type: none"> <li>• Update interface address to match existing IP Address for WAN/LAN and protected zones</li> <li>• Ensure all NAT tables are updated as required</li> <li>• Ensure routing tables are updated and identical to existing tables</li> <li>• Ensure firewall policies are similar to existing policies</li> <li>• Validate firewall security services applied as expected</li> <li>• Validate all network objects, host objects, VPN services, and users are configured and working as expected</li> <li>• Configure ISP failover settings per industry and IVS best practices</li> <li>• Save configuration</li> <li>• Reboot firewall after interfaces and routing has been updated to ensure clear communication is established and routing is now working with traffic following intended path identical to legacy firewall configuration</li> <li>• Save configuration, reboot firewall, and ensure all services</li> </ul> </li> </ul> </li> </ul>			

## Services

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<p>are still working as intended.</p> <ul style="list-style-type: none"> <li>• Review WAN interface for VPN and specify incoming ports                             <ul style="list-style-type: none"> <li>• Configure VPN firewall policy to allow traffic to intended targets only</li> <li>• Conduct preliminary testing to validate VPN connectivity</li> <li>• Update end users documentation on how to install and configure VPN software</li> <li>• Test with remote users and verify VPN functionality</li> <li>• Address any issue with VPN traffic and general routing between remote users utilizing VPN services.</li> </ul> </li> <li>• Commence security services configuration as per iVenture and industry best practice:                             <ul style="list-style-type: none"> <li>• Verify configuration on new ISP virtual interface matches security profiles and configuration of other WAN interfaces.</li> <li>• Test overall connections and ensure services are working as intended</li> <li>• Reboot firewall and ensure services remain and traffic patterns are working as desired</li> </ul> </li> <li>• Validate general routing is working from all locations back to desired points.</li> <li>• Validate any phone dialing, inbound, outbound, ext, etc...</li> <li>• Review domain public DNS records for anything that may require updates for the new primary WAN IP.</li> <li>• Review HA configuration for any changes to meet industry and IVS standards                             <ul style="list-style-type: none"> <li>• Review device mode and ensure master firewall is set to a higher priority</li> <li>• Review HA settings and document any HA passwords/keys in iVS password vault                                     <ul style="list-style-type: none"> <li>• Confirm heartbeat interfaces to be used between devices</li> </ul> </li> <li>• Ensure all infrastructure requirements are in place                                     <ul style="list-style-type: none"> <li>• Ensure that primary and a secondary interfaces are going to different LAN switches, if possible</li> <li>• Ensure SPT is properly configured on the layer 2 devices</li> <li>• Ensure all interfaces on current Firewall are connected to:   <ul style="list-style-type: none"> <li>• Edge switch interface</li> <li>• LAN Interfaces</li> </ul> </li> </ul> </li> <li>• Rename secondary firewall to indicate slave device, if necessary</li> <li>• Validate HA cluster settings with a lower priority than master device</li> <li>• Ensure HA cluster is active with no errors</li> </ul> </li> <li>• Test ISP failover and troubleshoot as needed to get expected results</li> </ul>			

## Services

Description	Qty	Price	Ext. Price
<ul style="list-style-type: none"> <li>• Ensure routing is working as designed and that traffic is passing via primary firewall</li> <li>• Commence HA pair failover testing:                             <ul style="list-style-type: none"> <li>• Power off primary firewall (simulate power issue)                                     <ul style="list-style-type: none"> <li>• Traffic should route via secondary</li> <li>• Validate flow is valid and working</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> <li>• Power on primary firewall                                     <ul style="list-style-type: none"> <li>• Once on, traffic should flow back via primary firewall</li> </ul> </li> <li>• Remove Internet uplink from primary firewall (simulates interface issue)                                     <ul style="list-style-type: none"> <li>• Traffic should flow out of secondary firewall</li> <li>• Validate flow is valid and working</li> <li>• Validate internet speed is that of ISP bandwidth</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> <li>• Reinstate Uplink                                     <ul style="list-style-type: none"> <li>• Validate flow is valid and working via primary</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> </ul> </li> <li>• Decommission Network Equipment                             <ul style="list-style-type: none"> <li>• Tenant Network                                     <ul style="list-style-type: none"> <li>• Obtain POC approval to proceed with decom of tenant ISP network access</li> <li>• Remove equipment per the "Firewall Configuration Reference Guide."</li> <li>• Capture switch backup configuration</li> <li>• Review switching configuration and cleanup VLANs pertaining to the tenant networks.</li> <li>• Update port descriptions as needed</li> <li>• After several days perform configuration save to startup-config</li> </ul> </li> <li>• Phone Services                                     <ul style="list-style-type: none"> <li>• Obtain POC approval to proceed with decom of phone system routing equipment for SIP trunks</li> <li>• Remove equipment per the "Firewall Configuration Reference Guide."</li> <li>• Follow up with POC several days after removal for any reported network issues, phone, or fax issues.</li> </ul> </li> </ul> </li> <li>• Phase III – Wrap Up                             <ul style="list-style-type: none"> <li>• Address any deployment issues from the firewall ISP changes</li> <li>• Update all support documentation detailing new hardware, IP</li> </ul> </li> </ul>			

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<p>schema, license information and any additional information required to support new installation</p> <ul style="list-style-type: none"> <li>• Update network drawings and Manage configurations to capture changes</li> <li>• Validate and update Manage configurations for ISP information, marking any legacy configurations as inactive.</li> </ul> <p><b>Payment Terms and Expenses</b></p> <ul style="list-style-type: none"> <li>• Hardware - Due to increased lead times in delivery, iVenture is temporarily changing payment terms on hardware only to Net 30.</li> <li>• Software - Software purchase are due upon receipt upon acceptance of this change order.</li> <li>• Labor: 50% of the professional service labor is due upon acceptance of this proposal, and the remaining hours are billed at the end of each calendar month for all hours completed during the current month due "net 30".</li> <li>• Client agrees to reimburse iVenture for all necessary travel expenses, which may include airfare, hotels, rental cars, shipping, etc., incurred in connection with this scope of work.</li> </ul>			

Subtotal: **\$3,150.00**

## ISP Swap



**Prepared by:**

**St. Augustine Office**  
Matt Hartley  
(904) 484-0195  
Fax 904-8081817  
mhartley@iventuresolutions.com

**Prepared for:**

**Northeast Florida Regional Airport**  
4796 US Hwy 1 North  
St. Augustine, 32095  
Jaime Topp  
jrt@sgj-airport.com  
(305) 987-6076

**Change Order Information:**

**Change Order #: 015317**  
Version: 1  
Delivery Date: 12/06/2023  
Expiration Date: 10/08/2023

## Summary

Description	Amount
Services	\$3,150.00

Total: **\$3,150.00**

This is a Statement of Work ("SOW") is between iVenture Solutions, Inc. ("iVenture"), and Northeast Florida Regional Airport ("Client"), and when signed by client, iVenture shall be authorized to complete the above-listed project and/or provide the above-listed hardware, software, and/or services. Any changes made by the Client to the items above-listed items may render this SOW inaccurate. All hours included in the SOW are estimates and are subject to change. Client will be notified of any such changes. All sales are final. The return of equipment, software or parts is not allowed.

Terms: Term; Termination: This SOW begins, runs coterminous with, and is governed by the terms of that certain Statement of Work for Managed Services and/or Agreement executed by and between the parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



We have prepared a change order for you

**ISP Swap**

Change Order # 015317  
Version 1

Prepared for:

**Northeast Florida Regional Airport**

Jaime Topp  
jrt@sgj-airport.com

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## Services

Description	Qty	Price	Ext. Price
<ul style="list-style-type: none"> <li>• Phase I - Pre-Deployment                             <ul style="list-style-type: none"> <li>• Review current network architecture and document accordingly:                                     <ul style="list-style-type: none"> <li>• Review and document any NAT policies</li> <li>• Review and document any current VPN connections</li> <li>• Review and document any current VoIP QoS policy</li> <li>• Review and document any current Access Control List</li> <li>• Review and document any failover and load balancing configurations</li> </ul> </li> <li>• Provide phased approached migration plan for firewall ISP changes                                     <ul style="list-style-type: none"> <li>• Identify multiple maintenance windows where affected sites can be off line briefly to perform necessary work</li> </ul> </li> <li>• Review VPN access                                     <ul style="list-style-type: none"> <li>• Determine if any changes to the end users or DNS is required.</li> </ul> </li> <li>• Review switch VLAN configuration for Tenant networks and determine if any immediate changes are necessary</li> <li>• Review end user documentation on how to install and configure VPN client</li> <li>• Confirm with new ISP circuit has been installed and ready to be connected.</li> <li>• Review failover ISP configuration and draft needed changes to firewall to accomplish work as outlined in this SOW.</li> </ul> </li> <li>• Phase II – Deployment                             <ul style="list-style-type: none"> <li>• Validate maintenance window for downtime and commence firewall deployment</li> <li>• Perform last configuration capture on current firewall and retain for roll back plan</li> <li>• Connect new ISP to shared WAN port on firewall HA pair</li> <li>• Commence drafted configuration changes to the firewall HA pair:                                     <ul style="list-style-type: none"> <li>• Update interface address to match existing IP Address for WAN/LAN and protected zones</li> <li>• Ensure all NAT tables are updated as required</li> <li>• Ensure routing tables are updated and identical to existing tables</li> <li>• Ensure firewall policies are similar to existing policies</li> <li>• Validate firewall security services applied as expected</li> <li>• Validate all network objects, host objects, VPN services, and users are configured and working as expected</li> <li>• Configure ISP failover settings per industry and IVS best practices</li> <li>• Save configuration</li> <li>• Reboot firewall after interfaces and routing has been updated to ensure clear communication is established and routing is now working with traffic following intended path identical to legacy firewall configuration</li> <li>• Save configuration, reboot firewall, and ensure all services</li> </ul> </li> </ul> </li> </ul>			

## Services

Description	Qty	Price	Ext. Price
<p>are still working as intended.</p> <ul style="list-style-type: none"> <li>• Review WAN interface for VPN and specify incoming ports                             <ul style="list-style-type: none"> <li>• Configure VPN firewall policy to allow traffic to intended targets only</li> <li>• Conduct preliminary testing to validate VPN connectivity</li> <li>• Update end users documentation on how to install and configure VPN software</li> <li>• Test with remote users and verify VPN functionality</li> <li>• Address any issue with VPN traffic and general routing between remote users utilizing VPN services.</li> </ul> </li> <li>• Commence security services configuration as per iVenture and industry best practice:                             <ul style="list-style-type: none"> <li>• Verify configuration on new ISP virtual interface matches security profiles and configuration of other WAN interfaces.</li> <li>• Test overall connections and ensure services are working as intended</li> <li>• Reboot firewall and ensure services remain and traffic patterns are working as desired</li> </ul> </li> <li>• Validate general routing is working from all locations back to desired points.</li> <li>• Validate any phone dialing, inbound, outbound, ext, etc...</li> <li>• Review domain public DNS records for anything that may require updates for the new primary WAN IP.</li> <li>• Review HA configuration for any changes to meet industry and IVS standards                             <ul style="list-style-type: none"> <li>• Review device mode and ensure master firewall is set to a higher priority</li> <li>• Review HA settings and document any HA passwords/keys in iVS password vault                                     <ul style="list-style-type: none"> <li>• Confirm heartbeat interfaces to be used between devices</li> </ul> </li> <li>• Ensure all infrastructure requirements are in place                                     <ul style="list-style-type: none"> <li>• Ensure that primary and a secondary interfaces are going to different LAN switches, if possible</li> <li>• Ensure SPT is properly configured on the layer 2 devices</li> <li>• Ensure all interfaces on current Firewall are connected to:   <ul style="list-style-type: none"> <li>• Edge switch interface</li> <li>• LAN Interfaces</li> </ul> </li> </ul> </li> <li>• Rename secondary firewall to indicate slave device, if necessary</li> <li>• Validate HA cluster settings with a lower priority than master device</li> <li>• Ensure HA cluster is active with no errors</li> </ul> </li> <li>• Test ISP failover and troubleshoot as needed to get expected results</li> </ul>			

## Services

Description	Qty	Price	Ext. Price
<ul style="list-style-type: none"> <li>• Ensure routing is working as designed and that traffic is passing via primary firewall</li> <li>• Commence HA pair failover testing:                             <ul style="list-style-type: none"> <li>• Power off primary firewall (simulate power issue)                                     <ul style="list-style-type: none"> <li>• Traffic should route via secondary</li> <li>• Validate flow is valid and working</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> <li>• Power on primary firewall                                     <ul style="list-style-type: none"> <li>• Once on, traffic should flow back via primary firewall</li> </ul> </li> <li>• Remove Internet uplink from primary firewall (simulates interface issue)                                     <ul style="list-style-type: none"> <li>• Traffic should flow out of secondary firewall</li> <li>• Validate flow is valid and working</li> <li>• Validate internet speed is that of ISP bandwidth</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> <li>• Reinstate Uplink                                     <ul style="list-style-type: none"> <li>• Validate flow is valid and working via primary</li> <li>• Test applications and ensure adequate performance</li> </ul> </li> </ul> </li> <li>• Decommission Network Equipment                             <ul style="list-style-type: none"> <li>• Tenant Network                                     <ul style="list-style-type: none"> <li>• Obtain POC approval to proceed with decom of tenant ISP network access</li> <li>• Remove equipment per the "Firewall Configuration Reference Guide."</li> <li>• Capture switch backup configuration</li> <li>• Review switching configuration and cleanup VLANs pertaining to the tenant networks.</li> <li>• Update port descriptions as needed</li> <li>• After several days perform configuration save to startup-config</li> </ul> </li> <li>• Phone Services                                     <ul style="list-style-type: none"> <li>• Obtain POC approval to proceed with decom of phone system routing equipment for SIP trunks</li> <li>• Remove equipment per the "Firewall Configuration Reference Guide."</li> <li>• Follow up with POC several days after removal for any reported network issues, phone, or fax issues.</li> </ul> </li> </ul> </li> <li>• Phase III – Wrap Up                             <ul style="list-style-type: none"> <li>• Address any deployment issues from the firewall ISP changes</li> <li>• Update all support documentation detailing new hardware, IP</li> </ul> </li> </ul>			

## Services

Description	Qty	Price	Ext. Price
<p>schema, license information and any additional information required to support new installation</p> <ul style="list-style-type: none"> <li>• Update network drawings and Manage configurations to capture changes</li> <li>• Validate and update Manage configurations for ISP information, marking any legacy configurations as inactive.</li> </ul> <p><b>Payment Terms and Expenses</b></p> <ul style="list-style-type: none"> <li>• Hardware - Due to increased lead times in delivery, iVenture is temporarily changing payment terms on hardware only to Net 30.</li> <li>• Software - Software purchase are due upon receipt upon acceptance of this change order.</li> <li>• Labor: 50% of the professional service labor is due upon acceptance of this proposal, and the remaining hours are billed at the end of each calendar month for all hours completed during the current month due "net 30".</li> <li>• Client agrees to reimburse iVenture for all necessary travel expenses, which may include airfare, hotels, rental cars, shipping, etc., incurred in connection with this scope of work.</li> </ul>			

Subtotal: **\$3,150.00**

## ISP Swap



**Prepared by:**

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**Change Order Information:**

**Change Order #: 015317**  
Version: 1  
Delivery Date: 12/06/2023  
Expiration Date: 10/08/2023

## Summary

Description	Amount
Services	\$3,150.00

Total: **\$3,150.00**

This is a Statement of Work ("SOW") is between iVenture Solutions, Inc. ("iVenture"), and Northeast Florida Regional Airport ("Client"), and when signed by client, iVenture shall be authorized to complete the above-listed project and/or provide the above-listed hardware, software, and/or services. Any changes made by the Client to the items above-listed items may render this SOW inaccurate. All hours included in the SOW are estimates and are subject to change. Client will be notified of any such changes. All sales are final. The return of equipment, software or parts is not allowed.

Terms: Term; Termination: This SOW begins, runs coterminous with, and is governed by the terms of that certain Statement of Work for Managed Services and/or Agreement executed by and between the parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Managed Information Technology Services Agreement for Services

## **Full PC Agreement 2023**

Document ID: AAAQ15456  
Agreement Start Date: January 01, 2024

## Prepared for:

### **Northeast Florida Regional Airport**

Jaime Topp  
jrt@sgj-airport.com



**Submitted By:**  
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Document ID:AAAQ15456  
 Date Created: 11/30/2023  
 Pricing and Terms Valid Through:  
 12/15/2023

## Statement of Work

This Statement of Work ("SOW") and the Master Service Agreement (the "Master Agreement") set forth at the end of the SOW collectively constitute the entire agreement between iVenture Solutions, LLC ("iVenture", "we", "us", or "our"), and Northeast Florida Regional Airport ("Client", "you", or "your") with regard to the services described in the SOW. Your order ("Order") for services and the fees and charges are set forth below in this SOW in the section beginning with the heading "Order" and concluding prior to the section of this SOW having the heading, "Scope of Services."

## ▶ Order

Order/Schedule 1

Start Date: January 01, 2024  
 12 Month Initial Term

### Total Monthly Recurring Fees

Description	Amount
Managed Services	\$4,000.00
iVenture Vault Server Backup	\$199.50
Office 365 Monthly Services	\$360.40

Recurring Total: **\$4,559.90**

### Initial Term and Discounts

Description	Qty	Price	Ext. Price
12 Month Initial Term	1	\$0.00	\$0.00
ACH Payment, Pricing Includes 1.5% Monthly Recurring Service Fee Discount	1	\$0.00	\$0.00
Business Hour Coverage Option	1	\$0.00	\$0.00
Business Hour Coverage Option (24x7x365 Option Declined)			

### Managed Services

Description	Qty	Recurring	Ext. Recurring
iVenture Managed User - 15-30 Users	16	\$250.00	\$4,000.00

Recurring Subtotal: **\$4,000.00**

## iVenture Vault Server Backup

Description	Qty	Recurring	Ext. Recurring
iVenture Vault Offsite Storage - Per Gigb: Inc 1,000Gigb	1330	\$0.15	\$199.50

Recurring Subtotal: **\$199.50**

## Office 365 Monthly Services

Description	Qty	Recurring	Ext. Recurring
NCE Office 365 E1 - 1 Year - Per Month - Microsoft New Commerce Experience License - Annual Commitment with Monthly Payment Option*. *License count cannot be reduced until the end of the annual agreement term.	7	\$10.00	\$70.00
NCE Office 365 E3 - 1 Year - Per Month - Microsoft New Commerce Experience License - Annual Commitment with Monthly Payment Option*. *License count cannot be reduced until the end of the annual agreement term.	12	\$23.00	\$276.00
NCE Exchange Online Plan 1 - Monthly NCE Exchange Online Plan 1 - Month to Month rate	3	\$4.80	\$14.40

Recurring Subtotal: **\$360.40**

## Scope of Services

The services listed in the Order and which are described in greater detail below (the “Services”) will be provided to you during the term of this SOW. Services that are not expressly described in the Order or in this SOW will be out-of-scope and will not be provided by us unless you and we enter into one or more additional SOWs for those services. If there is any conflict between the provisions of the Order and this SOW, then the provisions of the Order will control.

The Services will be applied solely to the hardware (“Managed Hardware”) and the software (“Supported Software”) defined below in each section, (collectively, the “Environment”).

## Discovery and Deployment

### Summary

Prepare your IT environment and staff for a successful start

### Description

During the Discovery and Deployment phase, we will setup and onboard the Managed Hardware and Support Software to prepare the Environment to receive the Monthly Recurring Services.

- Deployment of the iVenture monitoring and management platform;
- Documentation and inventory of the Environment;
- Best-practice configuration of the Managed Hardware and Supported Software to prepare the Environment for monitoring and management;
- Orientation and training for your staff at your primary business location (up to 8 hours); and,
- Setup of any iVenture provided security and data protection tools included in this SOW.

### Details

If deficiencies are discovered during the transition services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Depending on what is discovered in the Environment during the Discovery and Deployment phase, we may need to revise the scope of the Services of this SOW. (For example, we may discover additional equipment or users that need to be covered, or hardware/software that needs to be replaced, etc.) If the scope of this SOW needs to be revised, you and we may agree to the revision(s) by email or other written communication that specifically references this SOW. If you do not agree to our proposed revisions, then we will proceed with the Services as expressly described in this SOW or, in our discretion, terminate this SOW with no further obligation from you or us, except for your payment for any services that had been provided to you up to the date of termination.

## Monthly Recurring Services

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### Included Services

The Services included are described in greater detail below and will be provided to you during the term of this SOW. The Services will be applied solely to the Environment(s) defined below. You understand and agree that the Services and Environment(s) defined below may be amended by from time-to-time with subsequent notice to you if needed to accommodate changes in current technology; however, no change will materially diminish or reduce the scope, type or level of service provided hereunder unless you expressly approve of that change in writing.

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### Strategic Technology Planning and Account Management

#### Summary

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High-level IT strategy and planning

#### Services

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iVenture technical consultants serve as high-level IT strategists to help plan the future of your technology.

- Multi-year technology planning and budgeting
- Technology roadmap development
- Annual meetings to review past IT performance
- Best-practice standards recommendations
- Executive level liaison between you and iVenture

#### Environment

---

These services apply only to the Environments managed by iVenture pursuant to a SOW.

---

### Help Desk Support

#### Summary

---

Fast help desk support for your users

#### Services

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The iVenture first response team gives your staff the fast help they need so they can stay productive. Our technicians will work with your staff remotely to resolve user and desktop IT issues.

- Unlimited help desk via email, phone or web portal
- Desktop remote control and shadowing
- Help with many common IT problems and peripherals (logins, passwords, printing, desktop scanning, video cameras, remote access, connectivity, mobile device email).

#### Environment

---

Supported Hardware: Desktop and laptop PC hardware, virtual desktops.

Supported Software: Microsoft Windows desktop and Apple operating systems and core services (print/scan, profiles, wired/wireless network services), common utilities (Adobe Acrobat, Adobe Flash, Java,

internet browsers), Microsoft Office desktop applications (Word, Excel, PowerPoint, Outlook), Microsoft Office 365 and/or Google Apps for Business (login, chat, file access only), common desktop and web based applications, Apple iOS and Android OS (for the purposes of connecting to business email, files and/or remote access only).

## Details

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We maintain a specific scope of services provided by the first response team. This list may be amended from time to time and may be requested by you at any time

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## Server Management

### Summary

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Management, monitoring, and support of your servers and storage

### Services

---

iVenture technicians and engineers will monitor, manage, and support your covered servers, software, and storage devices.

- Unlimited expert support from server administrators and engineers
- Monitoring and alerting of devices 24x7 (up/down, predictive failure, failed component, disk space, performance, service availability).
- Retain critical alerts tickets for up to one (1) year.
- Device management and configuration (manage system administrator accounts and groups, system configurations, and policies)
- Performance optimization (CPU, memory, and disk queue)
- Act as liaison with hardware and software vendors to resolve availability or performance issues
- Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete)
- Track hardware and software warranty/support expiration

## Environment

---

Supported Hardware: Server hardware, SANs

Supported Software: VMWare, Microsoft Hyper-V, Microsoft Windows server operating systems and core services (Active Directory, DNS, file/print, fax, scan, profiles, network services), Microsoft Exchange, SQL, RDS, and Citrix.

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## Server Protection Essentials

### Summary

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Essential protection for your servers (security patches, anti-virus, anti-spam management, and web security)

### Services

---

iVenture provides essential protection for your servers to protect against threats.

- Deploy service packs, security updates, and firmware updates as applicable and deemed necessary
- Deploy, manage and monitor anti-virus agents and anti-virus updates
- Remove viruses and repair infected systems to the extent reasonably possible using then-current removal techniques
- Manage anti-spam filtering for inbound email
- Provide a web filtering service using a global set of rules to block malware, botnets and other harmful web activity

## Environment

---

Supported Hardware: Server hardware, SANs

Supported Software: VMWare, Microsoft Hyper-V, Microsoft Windows server operating systems and core services (Active Directory, DNS, file/print, fax, scan, profiles, network services), Microsoft Exchange, SQL, RDS, and Citrix.

---

## iVenture Vault Server Backup

### Summary

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The iVenture Vault server backup protects your critical data with secure local and offsite backups

### Services

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The iVenture Vault server backup is a fully managed backup solution for your Windows servers. We will supply all necessary hardware, software and secure offsite storage to protect your data stored on Windows servers and monitor and manage your backups.

- Backup Client's data from Microsoft Windows server volumes on Managed Hardware to local storage, and to offsite storage in a geographically separate data center location.
- Backups are full server snapshots and most files will be capable of being backed-up while in use; however, certain files may need to be closed for the snapshot to occur.
- Offsite storage is included with the iVenture Vault in the amount defined the Order. If offsite storage exceeds the included storage, the Client will automatically be billed in 1GB increments. Partial months will be billed as whole months.
- All backups are encrypted "at rest" on both local and offsite storage using 128-bit or greater encryption.
- Backups in transit to the offsite location are encrypted using SSL encryption.
- Only authorized iVenture employees have access to backup data.
- A backup will be taken of all managed servers every hour between the hours of 5:00am and 12:00am EST to local storage.
- Nightly, the previous day's backups are consolidated and then securely copied to offsite storage.
- Backups will be retained as followed: Intra-Day: 2 Days, Daily: 7 Days, Weekly: 5 Weeks, Monthly: 3 Months
- iVenture will delete backups older than three (3) months as needed to make room for current backups.
- Additional backup schedule and retention options are available for an additional fee.
- Individual files can be recovered by making a request to iVenture. Files can be recovered to the original folder, or an alternate location.

- In the event of a Managed Hardware failure in which the equipment is rendered unrecoverable, the data can be recovered to the original hardware after repair or to Client-supplied hardware; provided, however, the Client-supplied hardware must be the same, or compatible with, the hardware that was rendered inoperable.

## Environment

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Supported Software: Microsoft Windows server operating systems

## Additional Details

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No other provisions for recovery are included in this SOW. Additional recovery options may be defined in the Order or included in a separate SOW.

## Public Cloud Platform Management

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### Summary

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Management, monitoring, and support for your public cloud platforms

### Services

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iVenture technicians and engineers will monitor, manage, and support your cloud platforms

- Unlimited expert support from system administrators and engineers
- Monitoring and alerting of cloud platforms 24x7 (up/down, service availability).
- Retain critical alerts tickets for up to one (1) year.
- Configuration management (manage system administrator accounts and groups, system configurations, and policies)
- Performance optimization (CPU, memory, and disk queue)
- Act as liaison with cloud vendors to resolve availability or performance issues
- Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete)

## Environment

---

Supported Software: Microsoft Azure and Amazon AWS Windows server instances

## Network Management

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### Summary

---

Management, monitoring, and support of your network devices

### Services

---

iVenture technicians and engineers will monitor, manage, and support your covered network devices.

- Unlimited expert support from network technicians and engineers
- Monitoring and alerting of devices 24x7 (up/down, service availability).
- Retain critical alerts tickets for up to one (1) year.
- Device management and configuration (manage of administrator accounts and groups, system configurations, and policies)
- Performance optimization

- Act as liaison with hardware and software vendors to resolve availability or performance issues
- Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete)
- Track hardware and software warranty/support expiration

## Environment

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Supported Hardware: Managed layer 2 and 3 switches, routers, firewalls, security appliances, VPNs, enterprise class wireless access points/controllers

Supported Software: Embedded firmware and related embedded software features

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## Desktop Management

### Summary

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Management and support for your desktops and laptops

### Services

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iVenture technicians and engineers will manage and support your desktops and laptops so your staff can stay productive.

- Unlimited expert support from desktop technicians
- Monitoring and alerting
- Device management and configurations
- Add and remove user accounts, modify existing group memberships
- Performance optimization
- Act as liaison with hardware and software vendors to resolve availability or performance issues
- Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete)
- Track hardware and software warranty/support expiration

## Environment

---

Supported Hardware: Desktop and laptop PC hardware, virtual desktops

Supported Software: Microsoft Windows desktop and Apple operating systems and core services (print/scan, profiles, wired/wireless network services), common utilities (Adobe Acrobat, Adobe Flash, Java, internet browsers), Microsoft Office desktop applications (Word, Excel, PowerPoint, Outlook), Microsoft Office 365 and/or Google Apps for Business (login, chat, file access only), Apple iOS and Android OS (for the purposes of connecting to business email, files and/or remote access only).

---

## Desktop Protection Essentials

### Summary

---

Essential protection for your desktop and laptops (security patches, anti-virus, and web security)

### Services

---

iVenture provides essential protection for your desktops and servers to protect against threats.

- Deploy service packs, security updates, and firmware updates as applicable and deemed necessary
- Deploy, manage and monitor anti-virus agents and anti-virus updates
- Remove viruses and repair infected systems to the extent reasonably possible using then-current removal techniques
- Provide a web filtering service using a global set of rules to block malware, botnets and other harmful web activity

## Environment

---

Supported Hardware: Desktop and laptop PC hardware, virtual desktops

Supported Software: Microsoft Windows desktop and Apple operating systems

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## Application Support

### Summary

---

Technical support for your business applications to ensure availability and performance

### Services

---

iVenture technicians and engineers will provide technical support for your business applications to ensure they are available and optimized.

- Unlimited expert support from iVenture technicians
- Add and remove user accounts, modify existing group memberships
- Act as liaison with application vendors to resolve availability or performance issues
- Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete)

## Environment

---

Supported Software: Common utilities (Adobe Acrobat, Adobe Flash, Java, internet browsers), Microsoft Office desktop applications (Word, Excel, PowerPoint, Outlook), Microsoft Office 365 and/or Google Apps for Business (login, chat, file access only), line of business application (applications that are specific to a particular industry and require specific client or industry knowledge to support and operate, and typically require customized installation and configuration), common desktop and web based applications.

## Additional Details

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Functional support such as training and usage assistance for your Supported Software is not included. You must maintain support agreements with all Supported Software vendors deemed critical by your or us, and ensure your staff is trained on your applications and available to test upon request by us. Supported Software vendors will be your primary resource for functional support.

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## Two-Factor Authentication User Management

### Summary

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Support for two-factor authentication user management

### Services

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iVenture technicians and engineers will support two-factor authentication user management

- Add and remove user accounts
- Send mobile device enrollment links to users and provide remote assistance to enroll

## Environment

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Supported Software: Duo, Microsoft Azure two-factor authentication

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## Mobile Device Management Enrollment Support

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### Summary

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Support for mobile device management platform enrollment

### Services

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iVenture technicians support enrollment of devices in mobile device management platforms

- Send mobile device enrollment links to users and provide remote assistance to enroll
- Remove devices from enrollment upon request

## Environment

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Supported Software: Microsoft InTune

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## VoIP Phone System User Management

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### Summary

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User management on your VoIP phone system

### Services

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iVenture technicians will manage users on your VoIP phone system

- Add and remove user accounts, modify existing group memberships, and reset passwords via the VoIP phone system's web interface.

## Environment

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Supported Software: VoIP phone systems that provide a web interface to manage user accounts, group membership and passwords, and include support directly to you from the VoIP phone system service provider or from a third party specializing in your VoIP phone system.

## Additional Details

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You must maintain a support agreement directly with the VoIP phone system service provider or a third party that specializes in your VoIP phone system. We do not support VoIP phone system features, including, but not limited to, call routing/path changes, phone number forwarding or porting, and call-plan and auto-attendant design. Phone hardware support is not included. Upgrades and updates are not included. We do not provide any services for non-VoIP phone systems.

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## Onsite Support Dispatch

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## Summary

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Onsite support when you need it at your business locations

## Services

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- iVenture technicians will be dispatched to your business locations to resolve issues that must be handled onsite.
- iVenture service coordinators will prioritize and schedule onsite visits with your staff

## Environment

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These services apply only to the Environments managed by iVenture pursuant to a SOW.

---

## Project Services

### Summary

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Project work including installation of new hardware and software and data migrations

### Services

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iVenture project technicians and engineers will install new technology and perform upgrades and migrations outlined in your technology roadmap.

- Unlimited access to project technicians and engineers to install and configure new hardware and software and perform data migrations as part of your technology roadmap, onsite and remote.
- Routine moves, adds and changes of desktop PC hardware and software.
- Technology architecture and design services.
- Project management team to plan, schedule, and manage the required projects.

### Environment

---

These services apply only to the Environments managed by iVenture pursuant to a SOW.

### Additional Details

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The timing of project services will vary from the time periods of non-project services. Project services must be scheduled at least fourteen (14) days in advance for services requiring two (2) days of work or less, and at least ninety (90) days in advance for services requiring two (2) days or work or more. For the purposes of scheduling, we will present you with a scope of the project services, and scheduling will begin after your approval.

## Declined Services

The services listed below have been expressly declined by you (collectively, "Declined Services"). Declined Services are not provided under this SOW; however, they may be available to you if expressly agreed upon in a separate Order or SOW and if we have sufficient availability to supply the service in the timeframe you require.

- Not Applicable

## Your Responsibilities

You are responsible for:

- Ensuring certain Managed Hardware and Supported Software Minimum Requirements are met, including:
  - Managed Hardware deemed critical by you or by us remain under a then-current manufacturer's warranty at your expense, excluding Managed Hardware that we own and provide to you in a SOW or Order as a Monthly Recurring Service.
  - Licensing for all Supported Software installed in or accessed in the Environment, excluding Supported Software that we own and provide to you in a SOW or Order as a Monthly Recurring Service.
  - Acquiring and maintaining support agreements with all Supported Software vendors deemed critical by you or us unless we expressly provide those support agreements in a SOW or Order as a Monthly Recurring Service.
- All software vendor costs including support, training, upgrades, migrations, installations and customization.
- The cost of all hardware parts and warranty costs, excluding Managed Hardware that we own and provide to you in a SOW or Order as a Monthly Recurring Service.
- Ensuring your staff is trained on your applications and available to test upon request by us.
- Providing at least one management or executive level contact to meet us with periodically with sufficient authority to make technology policy and budget decisions.
- Assisting with scheduling and communicating our activities to your staff.

## Exclusions

Services that are not expressly stated in the Order or this SOW are outside of the scope of services to be provided to you (“Excluded Items”). In addition, Excluded Items include but are not limited to:

- All necessary travel expenses, which may include airfare, hotels, rental cars, shipping, etc., incurred in connection with the Services.
- Up to sixty (60) minutes of travel time to and from your service locations from our closest iVenture office is included. Additional travel time will be billed at regular hourly rates
- All Supported Software must be vendor-supported; software no longer supported by the vendor must be replaced and it will not be covered under this SOW.
- Services for Managed Hardware that is deemed critical by you or us that is not under a manufacturer’s warranty.
- Client-approved subcontractor fees incurred by iVenture on behalf of the Client.
- Internet service provider and telecommunication carrier fees, billing and contract management
- Support for personal or non-business functionality, including hardware, software and locations, other than support for the purposes of connecting to business email, files and/or remote access only.
- Support for non-business storage devices such as USB drives or NAS devices.
- Mobile device hardware repair, support for modified, “jailbroken”, or non-current Apple iOS or Android OS. Note: mobile device support is only included for the purposes of connecting to business email, files and/or remote access.
- Support for custom software, development, reporting, training and usage support.
- Services that must be disabled or excepted as per Client’s directions; as set forth in the Master Agreement or a SOW or Order; as deemed reasonably necessary by iVenture; or as documented in a service ticket. Examples of the foregoing include, as an example, Services for certain software, cloud-services, users, and hardware.
- Support for physical plant systems, including building security systems, fire protection systems, HVAC controls, cabling, electrical, etc.

Please note: Hourly-based services are available upon request; however, they must be described in a separate Order. Current hourly rates are available at <https://www.iventuresolutions.com/rates>.

## Service Hours and Maintenance

### Service Hours

We provide two options for hours of support. The option you selected is specified in the Order; the features of each option is described below.

<b>Business Hours Coverage Option (“Business Hours Coverage”)</b>	<b>24x7x365 Coverage Option (“24x7x365 Coverage”)</b>
We will respond to service requests during business hours (“Business Hours”), which are from 7:00am to 7:00pm EST Monday through Friday, except iVenture-observed holidays (New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day).	We will respond to service priority 1 / emergency requests 24x7x365 and such services are included as part of the monthly recurring fees.

### After-Hours Support

Under either support scenario, after-hours support shall be provided to the Environment only if the issue is a priority 1 / emergency issue, as determined by us in accordance with the service level table below, and you are responsible for initiating all requests for service in accordance with the service request procedures defined below.

### Scheduled Maintenance

Scheduled maintenance may occur between 1:00am – 3:00am EST daily, and from 4:00am-8:00am EST Sunday without prior notice to you, during which time we shall perform scheduled maintenance or adjustments to the Environment. Additional maintenance may occur outside of these time periods and we shall use our best efforts to provide you with at least twenty-four (24) hours notice before performing maintenance services. SLAs will not be enforced during this time.

## Service Request Procedures

To open a service request, please contact us using the information below:

- Phone Support: (24x7x365)
  - Jacksonville: (904) 332-8645
  - Orlando: (407) 841-3400
  - Tampa: (727) 532-0603
  - All Other Locations: (904) 332-8645
- Email Support: [support@iventuresolutions.com](mailto:support@iventuresolutions.com)
- Online Support: <http://www.iventuresolutions.com> and locate “Support”

**Note: For ALL priority 1 – emergency issues, please contact iVenture by phone 24x7x365.**

**Service Levels**

The following service levels shall apply to all support provided by iVenture. The service level will be determined by us in accordance with the descriptions below.

		<b>Business Hours Coverage</b>	<b>24x7x365 Coverage</b>
<b>Priority 1 – Emergency</b>	Impacts entire business unit or company; is mission critical and there is no workaround available. Examples: Network is down and no one can work.	Response Within 1 Business Hour	Response Within 1 Hour
<b>Priority 2 - High</b>	Impacts one to five individuals, no workaround, or limited workaround available. (e.g., PC with critical data won't boot; single application is not available; email issues impacting a group of users.)	Response Within 4 Business Hours	Response Within 4 Business Hours
<b>Priority 3 - Medium</b>	Issue impacting workflow but workarounds available. (e.g., Can't check email from one computer using Outlook, but able to check email using iPad; can't print to one printer but can print to another.)	Response Within 1 Business Day	Response Within 1 Business Day
<b>Priority 4 - Low</b>	Minor impact on productivity or inconvenience. (e.g., A temporary error message appears when launching an application; application is working but slowly.)	Response Within 3 Business Days	Response Within 3 Business Days
<b>Priority 5 – Non-Urgent</b>	No impact on productivity, or request for future service. (e.g., Advanced notice of new user setup.)	Response Within 3 Business Days	Response Within 3 Business Days

The service levels will not apply where the issue is a result of or caused by one or more of the following:

- The result of suspension due to non-payment;
- Factors outside of our reasonable control, including, but not limited to, any Force Majeure event, Internet access or bandwidth related problems or Domain Name Service (DNS) issues;
- Changes to the Environment implemented by you or at your direction, that are not tested and approved by us;
- Failure of your hardware, software, or other technology outside of our direct control;
- Failure of data backup or replication in non-redundant Environments;
- Client-supplied content; and,
- The acts or omissions of you, your employees, agents, third-party contractors or vendors, or anyone gaining access to your Environment on your behalf.

## Billing; Payment

**Payment:** You will be invoiced for the Fees indicated in the Order.

**Billing Periods:** We will invoice you for the Services the month preceding the delivery of the Services. Payment for the Services shall be due on or before the first day of the month of service.

**Minimum:** Under no circumstances during the term of this SOW will the monthly recurring fees fall below ninety-five percent (95%) of the initial total monthly recurring amount indicated on the Order (“Minimum Threshold”).

**Fee Increases:** Fee Increases: We reserve the right to increase our Service-related fees under this SOW once per twelve (12) months over the prior twelve (12) months’ fees without notice (each an “Annual Increase”). Each Annual Increase shall be the greater of: (a) up to 10% or (b) the CPI Adjustment (as defined below). As used herein, “CPI Adjustment” means the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (CPI-U): U.S. city Average, All Items Index (1982-1984=100), as amended or replaced by the agency (the “CPI-U”) last published prior to the effect date of such fee increase over the CPI-U in effect for the corresponding month in the prior year. In the event we increase our Service-related fees by more than the Annual Increase over the prior twelve (12) months’ fees or more often than once per twelve (12) months, we will provide you with no less than sixty (60) days prior written notice of the increase; then you will have a thirty (30) day window commencing immediately upon your receipt of notice of the increase (the “Notice Period”) to terminate this SOW. If you timely terminate this SOW, you shall have no further obligation except to pay for Services delivered up to the date of termination; no early termination fee (described below) shall apply. If we do not receive your written notice of termination prior to the expiration of the Notice Period, then you shall be deemed to have accepted the increase and this SOW shall continue unabated. Notwithstanding the foregoing, you understand and agree that a portion of the Services may rely upon third party products or services that we lease or license, and if the cost of those third party leases or licenses increases, then we shall be permitted to pass such increases through to you. Pass-through costs or pass-through increases, as well as increases to accommodate your increased use of the Services (such as pursuant to a Usage Audit described below) shall not be considered to be “fee increases” as described in this paragraph.

**Usage Audits:** At any time, we will audit your usage of the Services to determine whether your use of the Services has changed, e.g., an increase to the number of Managed Users (defined below), or an increase in the Covered Equipment, etc. We will adjust fees to accommodate any changes in use of the Services detected (not to fall below the Minimum Threshold). If a mid-month change is detected, then the applicable fees will be rounded as if the change occurred at the beginning of the month in which the change was detected. For the purposes of calculating fees, a “Managed User” is an individual that has access to any part of the Environment, a “Managed Windows Server Environment” is a server operating system instance, a “Managed PC” is a desktop operating system instance, and a “Managed Network” is a location with networking equipment.

**Corrections:** You will have ninety (90) days to dispute any invoice or charge from us, beginning on the date on which you receive the applicable invoice or charge from us (“Client Lookback Period”). In no event shall we be required to issue you a credit for any charges, costs, or fees that were paid to us more than ninety (90) days from the date on which you notify us of a dispute. Likewise, you will not be required to pay us for any amounts that fall outside of the Client Lookback Period. If we do not receive a written objection prior to the expiration of the Client Lookback Period, then all objections to such invoices and charges shall be deemed waived permanently by you.

## Term

**Start Date:** The Services will begin on the Start Date indicated in the Order and continue for the period of time indicated in the Order (“Initial Term”). If the start of the Services must be delayed due to delays by third parties in the provision of their services to us or to you, then the start date (and applicable term) will be extended as reasonably necessary to accommodate the delay(s).

**Renewal:** Upon the expiration of the Initial Term (and each renewal term thereafter), this SOW will automatically renew for successive twelve (12) month term (“Renewal Terms”) unless one party provides



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the other party with written notice of termination no less than ninety (90) days prior to the end of the then-current term.

**Termination:** This SOW may be terminated only as indicated in the Master Agreement, attached.

## Master Services Agreement

### 1. SCOPE; SERVICES

- a. **Scope.** This master services agreement (this “Master Agreement”) governs all services that iVenture Solutions, LLC, with offices at 7775 Belfort Parkway, Jacksonville, Florida 32256, a Florida corporation (“us”, “our”, “we” or “iVenture”), performs for, as well as any licenses or products that we sell or re-sell, to you (collectively, the “Services”). Throughout this Master Agreement, you are referred to as “you”, “your”, and “Client”). This Master Agreement is effective as of the earliest date on which you accept any SOW (defined below).
- b. **SOW; Incorporation.** From time to time you may be provided with a proposal, quote, statement of work, or order through which you agree to purchase the Services from us (each, a “SOW”). Each SOW will be governed under the terms of this Master Agreement. By accepting each SOW, you agree to the terms of this Master Agreement. If you do not agree to the terms of the SOW or this Master Agreement, then you should not accept the SOW.
- c. **Conflict.** If there is a material difference between the language in a SOW and the language in this Master Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Master Agreement. Under those limited circumstances, the terms of this Master Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Master Agreement.

### 2. GENERAL REQUIREMENTS.

- a. **Environment.** For the purposes of this Master Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) installed, maintained, monitored, or operated by us pursuant to a SOW. Generally, unless otherwise stated in a SOW, our fees are based upon the configuration of the Environment as of the effective date of the applicable SOW. Under those circumstances, if the configuration of the Environment changes for any reason, then we may adjust the scope of services and/or the fees charged to you under the applicable SOW to accommodate those changes. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity or unless exigent circumstances require otherwise. Activities required to remediate issues caused by your modification of the Environment are generally out-of-scope of a SOW and will be billed to you at our then-current hourly rates.
- b. **Requirements.** At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of iVenture providing its Services to you.
- c. **Updates.** Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If required under a SOW, we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware. .
- d. **Third-Party Support.** If, in iVenture’s discretion, a hardware or software issue requires vendor or OEM support, iVenture may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$250, iVenture will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
- e. **Insurance.** If you are supplied with iVenture Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. iVenture must be listed as an additional insured on any policy acquired and maintained by you under this

Master Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to iVenture. Upon iVenture's request, you agree to provide proof of insurance to iVenture, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

- f. **Advice; Instructions.** From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the Environment. (For illustrative purposes, such advice or directions may include installing cooling mechanisms or environmental controls in a server room, increasing the Environment's server or hard drive capacity, replacing obsolete equipment, etc.). You agree to promptly follow and implement any directions we provide to you related to the Services; your failure to do so will be a material breach of this Master Agreement. iVenture will not be responsible for any Environment downtime caused by your failure to promptly follow iVenture's advice or directions. If your failure to follow or implement iVenture's advice renders part or all of the Services economically or technically unreasonable in iVenture's discretion, then iVenture may terminate the applicable SOW for cause by providing notice of termination to you. Any services required to correct or remediate issues caused by your failure to follow iVenture's advice or directions, as well as any services required to bring the Environment up to the Minimum Requirements, will be billed to you at iVenture's then-current hourly rates.
  - g. **Prioritization.** Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as determined by iVenture.
  - h. **Authorized Contact(s).** You understand and agree that unless you specifically exclude a person from being an Authorized Contact in writing to iVenture, then iVenture will be entitled to rely on any directions or consent provided by your personnel or staff in iVenture's provision of its services to you ("Authorized Contacts").
3. **FEES; PAYMENT.**
- a. **Fees.** You agree to pay the fees, costs, and expenses described in each SOW and the Third-Party Costs set forth below in Subsection 11.c. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
  - b. **Schedule.** Unless otherwise stated in a SOW, all undisputed fees for recurring services will be due and payable in advance of the calendar month in which the Services are to be provided to you; fees for non-recurring services will be invoiced to you and payable on a net 30 days basis. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are expressly stated in the SOW.
  - c. **Nonpayment.** Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. iVenture reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by iVenture. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if iVenture suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
4. **ACCESS.** You hereby grant to iVenture the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment for the purpose of enabling iVenture to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for iVenture to provide Services to the Environment and, if applicable, at your designated premises. Proper and safe environmental conditions must be provided and assured by you at all times. iVenture shall not be required to

engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

5. LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.

- a. Hardware / Software Purchased Through iVenture. Unless otherwise stated in a SOW, all hardware, software, equipment or accessories purchased through iVenture ("Third-Party Products") are nonrefundable once the applicable purchase order is placed in iVenture's queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between iVenture and you (including but not limited to implied warranties).
  - b. Warranty Application. Notwithstanding any provision to the contrary in this Master Agreement, any warranty provided by iVenture shall be deemed null and void if the applicable hardware or product is (i) altered, modified or repaired by persons other than iVenture, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by iVenture; (ii) misused, abused, or not operated in accordance with the specifications of iVenture or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than iVenture or persons approved or designated by iVenture.
  - c. Liability Limitations. This paragraph limits the liabilities arising under this Master Agreement or any SOW and is a bargained-for and material part of this Master Agreement. You acknowledge and agree that iVenture would not enter into this Master Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to iVenture), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Master Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Master Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys' fees (as described elsewhere in this Master Agreement), a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Master Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to iVenture for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.
6. INDEMNIFICATION. You agree to indemnify, defend and hold iVenture harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, your breach of this Master Agreement, or which relate to any act or omission undertaken or caused by you. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. iVenture will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. No claim for which indemnity is sought by

iVenture will be settled without iVenture's prior written consent, which shall not be unreasonably delayed or withheld.

7. TERM; TERMINATION.

- a. Term. This Master Agreement begins on the earliest date on which you accept a SOW and continues until terminated as described in this Master Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Master Agreement or the status or progress of any other SOW between the parties. If no SOW is in progress, then either party may terminate this Master Agreement without cause by providing the other party with five (5) days prior written notice. During the three (3) month period prior to the termination or expiration of this Agreement, we will continue to provide the Services but will not commence any new projects or work that may extend or require support beyond the termination or expiration date, or on an expedited basis, or that will require us to exceed the average number of monthly hours we spent providing the Services to you during the previous six (6) month period.
- b. Termination Without Cause. You may terminate this Master Agreement and all Orders and SOWs without cause (a "Termination For Convenience") by delivering to iVenture ninety (90) days prior written notice stating you are making a Termination for Convenience under this Subsection and stating the effective date of such Termination for Convenience (the "Termination Notice"), and delivering with the Termination Notice full payment of all of the following amounts (collectively, the "Termination for Convenience Amounts"): (i) all outstanding fees and amounts due or owing under this Agreement (including all Orders and all SOWs) up to the date of such Termination Notice; (ii) all fees owed under all Orders and all SOWs for the Services from the date of the Termination Notice through the effective date of the Termination for Convenience; (iii) all Third-Party Costs set forth below in Subsection 11.c; and (iv) an early termination fee equal to the total and aggregate amount of all fees paid and/or owed by you to iVenture under all Orders and all SOWs during the five (5) month period immediately preceding the date of the Termination for Convenience. Your Termination for Convenience shall be void and of no force or effect unless your Termination Notice is accompanied by full payment of all of the Termination for Convenience Amounts. A Termination for Convenience terminates all Orders and all SOWs.
- c. Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Master Agreement, the non-Defaulting Party will have the right, but not the obligation, to immediately terminate this Master Agreement, the applicable SOW, or a portion of the applicable SOW to the extent that certain of the Services to be performed thereunder may be performed independently of each other, as determined by mutual agreement of us and you (a "Partial SOW") provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by you) following receipt of written notice of breach from the non-Defaulting Party (a termination "For Cause"). If we terminate this Master Agreement or any SOW For Cause, then we shall be entitled to receive, and you hereby agree to pay to us, the Termination For Convenience Amounts set forth above in Subsection 7.b. as if this Agreement had been terminated by you as a Termination for Convenience, which amounts shall be accelerated and immediately due and owed to iVenture and paid by you. If you terminate this Master Agreement, a SOW, or a Partial SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination and for paying to us all Third-Party Costs set forth below in Subsection 11.c.
- d. External Factors that Affect the Services. Our performance of the Services and the successful maintenance, support and operation of your Environment is dependent upon a number of factors that include cooperation from you and your staff, following our instructions, recommendations and requirements, and you and Managed Users not taking any actions that interfere with our performance of the Services ("External Factors"). In the event any External Factors are or are likely to affect or hinder our ability to perform the Services, we may amend the applicable SOW to modify or reduce the Services and to remove from coverage the hardware, software, equipment, Managed Users or other items that are causing or affected by the External Factors. However,

before amending a SOW, we will provide you with written notice and ten (10) days to cure or resolve the External Factors. Amendments to a SOW, when made under this section, will not constitute a breach of this Master Agreement or the amended SOW, shall not serve as a basis for a For Cause Termination by you, and will not result in a change or reduction in the Fees you are responsible for under this Master Agreement and the amended SOW. In some cases, our ability to resolve issues arising from External Factors may be so severe that we may terminate the Master Agreement or the SOW if they cannot be cured or resolved. The following are examples of External Factors: (i) any equipment, hardware, software, on-line services or other resources owned, provided, controlled or managed by you, or any action undertaken by you creates a security risk or causes or may cause the Environment, in whole or in part, to malfunction or fail to operate within reasonable and acceptable standards or levels of performance, or fail to operate and interoperate with other Environment components, (ii) you fail to maintain or permit us to maintain on your behalf compatibility and current versions and releases of any software, firmware, equipment, cloud services, and hardware, or to install all updates, patches and releases, to purchase new or additional software, hardware, equipment and resources, or to replace, upgrade and update dated or incompatible operating systems, cloud services, platforms, hardware, software, equipment and resources, or to maintain sufficient network bandwidth, connectivity, cloud services, security, storage, memory, servers and processing speeds and other resources that affect performance, functionality, reliability, security, operation, or our ability to maintain the Environment or provide maintain the Services, and (iii) you or any of your Managed Users, staff, personnel, contractors, or representatives engage in any unacceptable, abusive, or unprofessional act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you.

- e. Consent. You and we may mutually consent, in writing, to terminate a SOW or this Master Agreement at any time.
  - f. Equipment / Software Removal. Upon termination of this Master Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which iVenture-owned equipment or software (collectively, "iVenture Equipment") is located to enable us to remove all iVenture Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the iVenture Equipment is missing, broken or damaged (normal wear and tear excepted) or any of iVenture-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
  - g. Transition; Deletion of Data. In the event that you request our assistance to transition away from our services, we will provide such assistance if: (i) all fees due and owing to us are paid to us in full, and (ii) we mutually agree in writing to the transition services and the rates and charges for such services. We will provide to you, at no cost, the passwords and administrative server information we have in our files that is unique to you. The transition services may include facilitating the transfer to you of your data. The transition services do not include providing you with a transfer or copy of anything other than your data as described in the preceding sentence. We will not provide you with access to or copies of our work product; internal documents, files or records; any virtual servers, machines, or environments; any of our proprietary software, documentation, information, data or records; any setup, implementation, maintenance, service, or configurations files or records; or documentation, instructions, manuals, guides or other materials, whether written or electronic, created as part of the Services, including but not limited to documentation, "how-to" instructions, steps, procedures, guides and manuals (collectively, "Retained Materials"). We will not provide to you or transfer to you any of our owned hardware or software, including hardware or software provided or accessible to you as part of the Services. We may retain a copy of passwords and administrative server information unique to you within the Retained Materials, which will remain subject to our obligations with respect to your Confidential Information under this Agreement.
8. RESPONSE; REPORTING.
- a. Response. iVenture warrants that iVenture will provide the Services, and respond to any notification received by iVenture of any error, outage, alarm or alert pertaining to the Environment, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (the "Response Time Exceptions"): (i) those periods of time covered under the

Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which iVenture is required to suspend the Services to protect the security or integrity of your Environment or iVenture's equipment or network, or (iv) delays caused by a force majeure event.

- i. **Scheduled Downtime.** For the purposes of this Master Agreement, Scheduled Downtime will mean those hours, as determined by iVenture but which will not occur between the hours of 7 AM and 7 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time iVenture will perform scheduled maintenance or adjustments to its network. iVenture will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
  - ii. **Client-Side Downtime.** iVenture will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
  - iii. **Vendor-Side Downtime.** iVenture will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.
  - iv. **Remedies; Limitations.** Except for the Onboarding Exception and the Response Time Exceptions, if iVenture fails to meet its Response Times in a given calendar month, then upon receiving your written request for credit, iVenture will issue you a pro-rated credit in an amount equal to the period of the delay of our failure to meet the Response Time during the calendar month in which the Response Time was not met. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the missed Response Time to iVenture, or (ii) if applicable, receive a monthly report showing iVenture's Response Times. The remedies contained in this paragraph and in Section 7(c) are your sole and exclusive remedies and are in lieu of any and all other remedies that might otherwise be available to you for iVenture's failure to meet any Response Times during the term of this Master Agreement.
9. **Onboarding Exception.** You acknowledge and agree that for the first sixty (60) days following the commencement date of a SOW (e.g., the Discovery & Deployment phase), the Response Time commitments described in this Master Agreement will not apply to iVenture, it being understood that there may be unanticipated downtime or delays due to iVenture's initial startup activities with you (the "Onboarding Exception").
10. **CONFIDENTIALITY.**
  - a. **Defined.** For the purposes of this Master Agreement, Confidential Information means any and all non-public information provided to iVenture by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of iVenture, (ii) was developed independently by iVenture, or (iii) is or was lawfully and independently provided to iVenture prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
  - b. **Use.** iVenture will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill iVenture's obligations under this Master Agreement. If iVenture is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then iVenture will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 10.
  - c. **Due Care.** iVenture will exercise the same degree of care with respect to the Confidential Information it receives from you as iVenture normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

- d. **Compelled Disclosure.** If iVenture is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, iVenture will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive iVenture's compliance with the provisions of this Section 10. iVenture will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, iVenture may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that iVenture has been advised by written opinion of counsel reasonably acceptable to iVenture that it is legally compelled to disclose.
- e. **Business Associate.** If we enter into a business associate agreement ("BAA") with you for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this Master Agreement. The terms that protect confidentiality most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

## 11. ADDITIONAL TERMS; THIRD PARTY SERVICES.

- a. **EULAs.** Portions of the Services may require you to accept the terms of one or more third-party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Master Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, iVenture is required to comply with a third-party EULA and the third-party EULA is modified or amended, iVenture reserves the right to modify or amend any applicable SOW with you to ensure iVenture's continued compliance with the terms of the third-party EULA.
- b. **Third-Party Services.** Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers, software, hardware, network, equipment and service providers (collectively, "Third-Party Services"). Third Party Services may include, without limitation, data and cloud hosting services and providers (i.e., Microsoft Azure and Amazon Web Services (AWS)), software, hardware, applications, equipment, network equipment and services, and other resources provided as a service or on a subscription basis or pursuant leases, licenses, or other arrangements, domain registration services, and data backup/recovery services. Not all Third-Party Services may be expressly identified as such in a SOW, and at all times iVenture reserves the right to utilize the services of any third-party provider, or change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. iVenture will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third-Party Services to iVenture or to you.
- c. **Third-Party Service Commitments.** In connection with providing the Services, iVenture may enter into agreements with one or more third parties for their provision of Third-Party Services for your use or benefit ("Third-Party Agreements"). Third-Party Agreements may include terms requiring a minimum term, commitments, and payment obligations beyond the term of this Master Agreement or any Order or SOW and may not be cancellable if this Agreement expires or is terminated sooner. You agree that you are responsible for and shall pay iVenture for all fees, costs and expenses owed in connection with Third-Party Agreements and iVenture's administration, coordination, facilitation, management, and provision thereof (collectively, the "Third-Party Costs"). Notwithstanding any provision of this Agreement to the contrary, upon the termination, cancellation, or expiration of this Agreement for any reason whatsoever (including if terminated by you For Cause or for a Termination for Convenience), You shall be responsible for and will pay iVenture all Third-Party Costs for the remainder of the full-term of all Third-Party Agreements, even if the Third-Party Services subject to those Third-Party Agreements are not or will not be performed for or provided to you following any termination, cancellation or expiration. When reasonably possible and permitted by the providers of the Third-Party Services, iVenture will cooperate with you to assign or transfer the Third-Party Agreements to you.
- d. **Data Loss.** Under no circumstances will iVenture be responsible for (i) any data lost, corrupted or rendered unreadable due to communication and/or transmissions errors or related failures that are

outside of iVenture's control, (ii) silent hardware corruption-related issues that were undetected under normal operating conditions, or (iii) iVenture's failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, iVenture does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

- e. BYOD. You hereby represent and warrant that iVenture is authorized to access all devices, Equipment and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment, regardless of whether such device(s) are owned, leased or otherwise controlled by you. iVenture will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment.
  - f. Equipment. Unless otherwise noted in a SOW or Order, all iVenture Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable SOW, your license to use the iVenture Equipment shall immediately terminate, and thereafter all iVenture Equipment must be returned to us immediately at your expense. All configurations on the iVenture Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.
12. OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Master Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.
13. ARBITRATION. Any dispute, claim or controversy arising from or related to this Master Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in the venue described in Section 14(q), below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. Notwithstanding the foregoing, iVenture shall not be required to send collections-related matters to arbitration unless the amounts subject to collection were timely disputed by you in good faith.
14. MISCELLANEOUS.
- a. Prior MSA. The parties acknowledge and agree that this Master Agreement is intended to supersede any prior master terms that were agreed upon between the parties; however, this Master Agreement (and any SOW issued hereunder) is not intended, and shall not be interpreted, to relieve you or act as a waiver of any fees that accrued and/or which are due and owing to iVenture under any other agreement or SOW that existed prior to the Start Date.
  - b. Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. Similarly, you represent that your business is not subject to the provisions of the Federal Acquisition Regulation (FAR), or any similar regulatory acquisition process or procedure. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
  - c. Assignment. Neither this Master Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Master Agreement will be binding

upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, iVenture may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of iVenture, or any other transaction in which ownership of more than fifty percent (50%) of iVenture's voting securities are transferred; provided, however, that such assignee expressly assumes iVenture's obligations hereunder.

- d. **Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.
- e. **Compliance.** Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a complete compliance solution.
- f. **Data Access/Storage.** Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.
- g. **Amendment.** Unless otherwise expressly permitted under this Master Agreement, no amendment or modification of this Master Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by iVenture, specifically refers to this Master Agreement, and is accepted in writing by one of your Authorized Contacts.
- h. **Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Master Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- i. **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Master Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- j. **Other Terms.** iVenture will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless iVenture has expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- k. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Master Agreement, the temporary or recurring waiver of any term or condition of this Master Agreement, or the granting of an extension of the time for performance, will not constitute a waiver of such rights or prevent assertion of such rights with respect to any later breach or default by the other party.
- l. **Merger.** This Master Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or

understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Master Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not act to modify this Master Agreement or provide binding contractual language between the parties. iVenture will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

- m. **Force Majeure.** iVenture will not be liable to you for delays or failures to perform iVenture's obligations under this Master Agreement or any SOW because of circumstances beyond iVenture's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- n. **Non-Solicitation.** You acknowledge and agree that during the term of this Master Agreement and for a period of two (2) years following the termination of this Master Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of iVenture's employees or subcontractors to discontinue or reduce the scope of their business relationship with iVenture, or recruit, solicit or otherwise influence any employee or agent of iVenture to discontinue such employment or agency relationship with iVenture. In the event that you violate the terms of the restrictive covenants in this Section 14(n), iVenture may send you a notice of default; thereafter, if the situation is not promptly cured, you acknowledge and agree that the damages to iVenture would be difficult or impracticable to determine and you agree that in such event, as iVenture's sole and exclusive remedy therefore, you will pay iVenture as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of iVenture's employees by you will be deemed to be a material breach of this Master Agreement, in which event iVenture shall have the right, but not the obligation, to terminate this Master Agreement or any then-current SOW immediately For Cause.
- o. **Survival.** The provisions contained in this Master Agreement that by their context are intended to survive termination or expiration of this Master Agreement will survive.
- p. **Insurance.** iVenture and Client shall each maintain, at their own expense, all insurance reasonably required in connection with these Master Terms or any SOW, including but not limited to, workers compensation, general liability and errors and omissions insurance. iVenture agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, an automobile liability insurance policy of not less than \$100,000 bodily injury per person, \$300,000 per accident, and \$100,000 property damage liability, and an errors and omissions policy with a limit not less than \$3,000,000 per occurrence. All of the insurance policies described herein shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+. A party shall produce written proof of insurance upon request from the other party.
- q. **Governing Law; Venue.** This Master Agreement and any SOW will be governed by, and construed according to, the laws of the state of Florida. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Duval County, Florida, for any and all claims and causes of action arising from or related to this Master Agreement. YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

- r. No Third-Party Beneficiaries. The Parties have entered into this Master Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Master Agreement or any part of this Master Agreement.
- s. Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Master Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Master Agreement.
- t. Business Day. If any time period set forth in this Master Agreement expires on a day other than a business day in Duval County, Florida, such period will be extended to and through the next succeeding business day in Duval County, Florida.
- u. Notices; Writing Requirement. Where notice is required to be provided to a party under this Master Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to iVenture regarding (a) any alleged breach of this Master Agreement by iVenture, or (b) any request for indemnification, or (c) any notice of termination of this Master Agreement or any SOW, must be delivered to iVenture either by U.S. mail or fax, unless such requirement is expressly and specifically waived by iVenture. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Master Agreement.
- v. Independent Contractor. Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- w. Subcontractors. Generally, iVenture does not utilize subcontractors; however, should iVenture elect to subcontract a portion of the Services, iVenture shall guarantee all work performed by any iVenture-designated subcontractor as if iVenture performed the subcontracted work itself.
- x. Counterparts. The parties intend to sign and deliver this Master Agreement and any SOW in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Master Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

# PROPOSAL DETAILS

**Quote #: Q-782793**

**Contract Term: 36**

**Prepared for:**

Northeast Florida Regional Airport  
 Jaime Topp  
 jrt@sgj-airport.com  
 +19042090090  
 Contract Term: 36

**Billing Address:**

4796 US Highway 1 N  
 St Augustine, Florida 32095-5706  
 United States

**Prepared by:**

SoFlo Telco Management Group  
 Danny Defino  
 9545298612  
 softotelco@gmail.com

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
GoToConnect Standard	11	\$29.00	\$55.00	\$24.00	\$264.00
Voice - Standard DID - Monthly Charge	15	\$5.00	\$67.50	\$0.50	\$7.50

*\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

<b>Savings</b>	<b>Sub Total</b>
\$122.50	\$271.50
<b>Estimated Taxes*</b>	\$35.17
<b>Monthly Total</b>	<b>\$306.67</b>

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Polycom RealPresence Trio 8500 IP Conference Phone (PoE)	1	\$649.00	\$215.25	\$433.75	\$433.75
Polycom VVX 250 (PoE)	10	\$179.00	\$1,790.00	\$0.00	\$0.00
Professional Services - GTC Managed Install (Under 50 Licenses)	1	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
Professional Services - Onsite per day	1	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
Voice Number DID Port - Configuration Fee	15	\$5.00	\$75.00	\$0.00	\$0.00

\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.

<b>Savings</b>	<b>Sub Total</b>
\$2,080.25	\$4,933.75
<b>Estimated Taxes*</b>	\$459.29
<b>Today's Total</b>	<b>\$5,393.04</b>

Today's Total  
**\$5,393.04**

Monthly Total  
**\$306.67**

## Hardware Specs

PRODUCT NAME	IMAGE	DESCRIPTION
Polycom RealPresence Trio 8500 IP Conference Phone (PoE)	No Image Available.	
Polycom VVX 250 (PoE)		The Polycom VVX 250 business IP phone is a modern, four-line, basic IP desk phone with color display, ideal for home officeSoHo and cubicle workers.



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## NORTHEAST FLORIDA REGIONAL AIRPORT – NIST BASIC ASSESSMENT

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**Submitted to:**

Northeast Florida Regional Airport  
Jaime Topp  
jrt@sgi-airport  
904-209-0090  
4900 US-1, St. Augustine, FL 32095

**Submitted by:**

Alluvionic, Inc.  
Elizabeth Huy  
EHuy@Alluvionic.com  
(321) 241-4510

**Submitted Date:** 11/30/2023

**Proposal Valid Until:** 12/30/2023

**Alluvionic, Inc.** 3839 North Harbor City Blvd., Suite 103, Melbourne, FL 32935  
CAGE Code: 6UTP6; UEI GX1JQ91XNTA6

*This proposal contains trade secrets and/or privileged or confidential commercial or financial information. This information is maintained in confidence in the course of the Offeror's business and is not otherwise publicly available. This proprietary information shall not be released or disclosed under any circumstances without written permission.*

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**Proprietary information of Alluvionic Inc. and may not be disclosed without written permission.**

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## Northeast Florida Regional Airport – NIST Basic Assessment

### Introduction:

Alluvionic Inc. (contractor) is pleased to provide the following proposal to Northeast Florida Regional Airport (client) for examination of the organization against the cybersecurity hygiene practices defined in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 Revision 2, in an effort to complete a Basic Compliance Assessment with a secondary task to identify the Cybersecurity Readiness Factor in alignment with the Department of Homeland Security's (DHS) forthcoming evaluation factor.

Alluvionic is a Cyber Accreditation Body (Cyber-AB) Registered Practitioner Organization (RPO), authorized to represent the Cyber-AB through professional consulting services. Our certified cybersecurity experts have experience in government compliance and auditing and are trained in CMMC and NIST methodologies and application.



The following proposal describes the scope, schedule, and cost of this activity as we currently understand it. We are confident that our project experience coupled with our process improvement experience will make us a valuable teammate for Northeast Florida Regional Airport while helping the team achieve the end client's objectives. We look forward to being a member of the team. If you have any questions, please contact Elizabeth Huy at [EHuy@Alluvionic.com](mailto:EHuy@Alluvionic.com) or at [(321) 241-4510].

### Scope:

#### Task 1: NIST Basic Assessment

Alluvionic shall interview client regarding policies, processes, and technical artifacts to determine adequacy of satisfying the 110 NIST SP 800-171 practices. The client shall provide information and /or practice evidence for the contractor to evaluate how well they demonstrate implementation of basic cybersecurity hygiene.

#### Task 2: Cybersecurity Readiness Factor Support

Alluvionic shall leverage the NIST Basic Assessment findings to complete the DHS Cyber

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Hygiene Assessment Instrument Questionnaire in an effort to identify the client's Cybersecurity Readiness Factor. Note, the complete DHS guidance on this questionnaire is not currently available as of the date of this proposal, as such this task and associated deliverable would be executed at the time of availability.

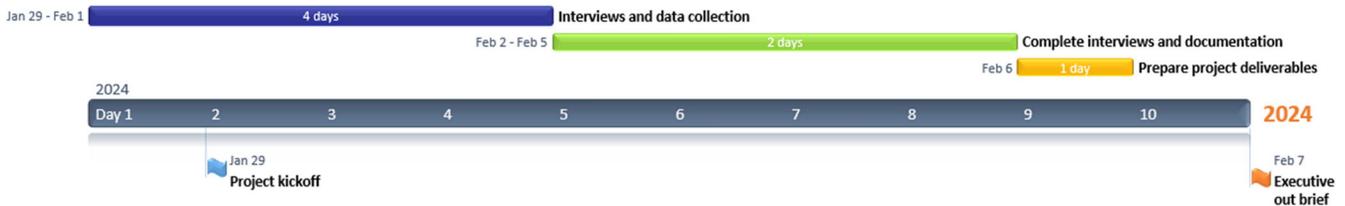
### Assumptions:

- Client resources will be available for interviews and discussions.
- Client process, procedures, and project artifacts will be available for analysis in a timely manner.
- Schedule dates will be defined within two weeks of contract execution.

### Period of Performance:

The project is estimated to take 6-12 days to complete depending on resource availability. The work effort will be executed in alignment with the client's availability unless the client requests a break in service.

### Proposed Timeline:



### Deliverables:

#### Task 1: NIST Basic Assessment

- A scored basic assessment of NIST SP 800-171 compliance, suitable for submission to the DoD Supplier Performance Risk System (SPRS).
- Summary of the findings for each cybersecurity domain and practice that was examined.
- Recommended actions to resolve any identified deficiencies.
- An executive out brief of readiness, findings, and recommendations.

#### Task 2: Cybersecurity Readiness Factor Support

- An executive out brief of Cybersecurity Readiness based on DHS guidelines.

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## Cost Estimate:

Alluvionic's consulting fee for this proposal is a firm fixed price of for the tasks as outlined below. This service is inclusive of time and materials required to deliver the findings and recommendations.

	Task	Price
1	NIST Basic Assessment	\$3,150
2	Cybersecurity Readiness Factor Support*	\$1,800

\* DHS Cyber Hygiene Assessment Instrument Questionnaire will be completed leveraging the completed NIST Basic Assessment. The DHS guidance on this questionnaire is not currently available as of the date of this proposal, as such this task and associated deliverable would be executed at the time of availability. This task would be billed after completion of deliverable.

## Travel:

This effort is planned for virtual interaction. If an on-site visit is requested, the Contractor shall acquire verbal or written approval from the Client as a prerequisite for travel arrangements. If travel is required, actual expenses in accordance with Alluvionic's travel policy (available upon request) will be charged per the following outline:

- actual cost for hotel, car, airfare, and meals will be reimbursed to the contractor. Supporting receipts will be available to the Client if requested
- travel time will be charged at the regular hourly rate

## Invoicing:

Invoices will be submitted monthly. Payment is due Net 30 after invoice receipt and can be made electronically or via check mailed to: Alluvionic Inc., 3839 North Harbor City Blvd., Suite 103, Melbourne, FL 32935.

In the event of a late payment, the company reserves the right to charge a late fee of 1.5% per month. We kindly request that payments be made on time, as agreed upon in the contract, to ensure that our services continue without interruption.

If a scheduled meeting or activity is missed without prior notice of at least one day, the company reserves the right to bill for the missed meeting. We understand that scheduling conflicts may arise, and we request that you give us ample notice if you need to reschedule a meeting.

We look forward to working with you and your team and will strive to find the lowest risk, most cost-effective approach to achieving your objectives. If you have any questions, please contact Elizabeth Huy at EHuy@Alluvionic.com or at (321) 241-4510. Our success is always measured by our customer's success.

**Approvals:**

We believe this proposal meets the requirements of this project; however, if there is a need for clarification, please forward any questions to me at e-mail: EHuy@Alluvionic.com or at (321) 241-4510. Our success is always measured by our customer's success.

\_\_\_\_\_  
(Signature)

Elizabeth Huy, VP of Service Lines

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

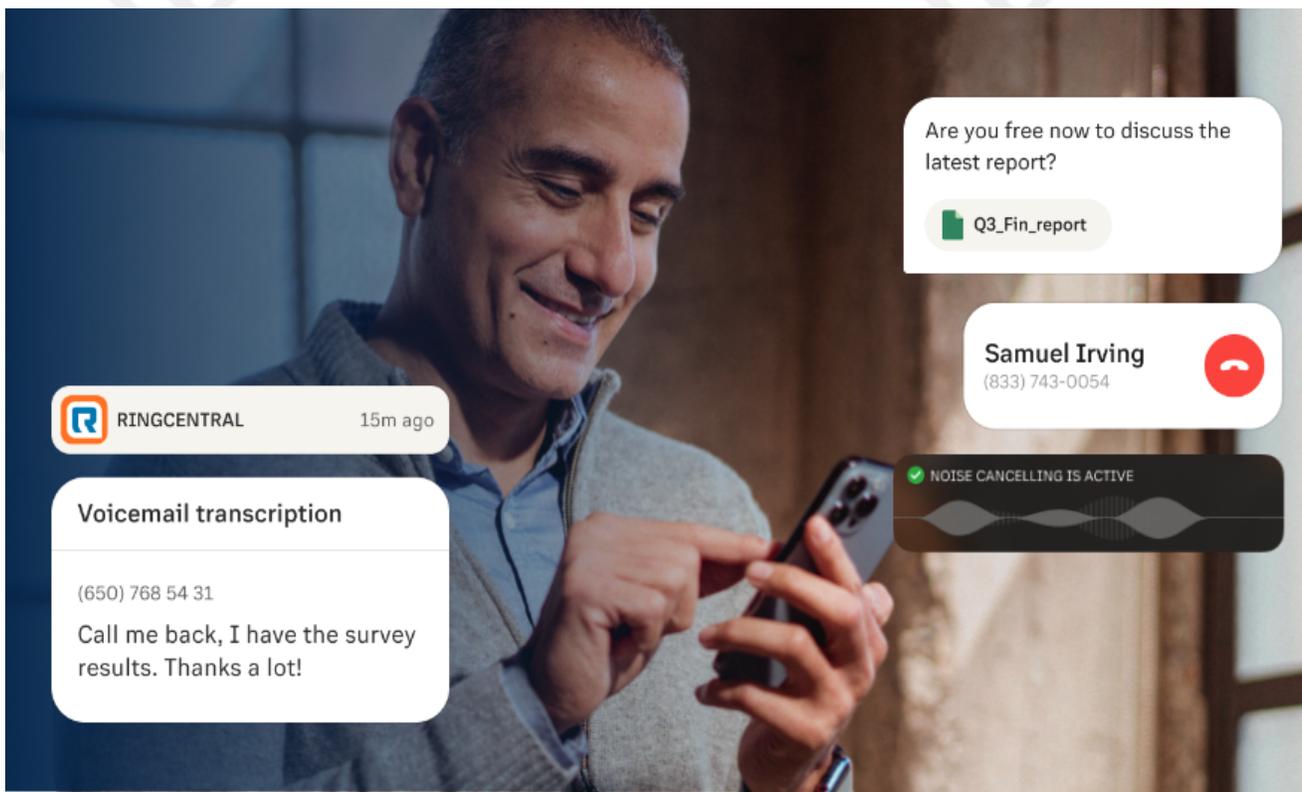
Jaime Topp, Interim Executive Director

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

Contractor Accounts Receivable Contact	Client Accounts Payable Contact
Name: Sheila Norris	Name:
Email: <a href="mailto:ARInvoicing@alluvionic.com">ARInvoicing@alluvionic.com</a>	Email:

# Sales proposal



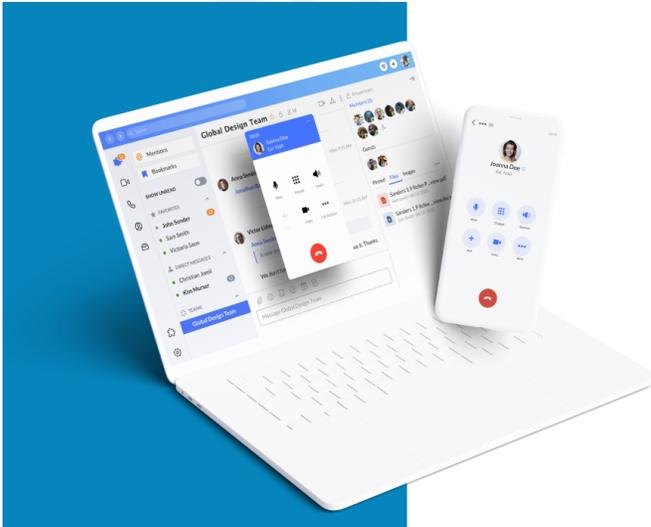
QUOTE PREPARED FOR  
Northeast Florida Regional Airport

PREPARED BY  
Carley Williams  
Partner Sales Specialist  
carley.williams@ringcentral.com

# RingCentral is on a mission to help your organization simplify communications across every mode, any device, for everyone.

Say goodbye to complicated legacy systems and unify your entire workforce with secure, AI-powered employee and customer experiences from the leader in cloud communications.

We're helping companies across every size and industry make their business-critical communications more intelligent and connected so that employees can be more productive than ever to grow revenue, win and retain customers, and optimize your business.

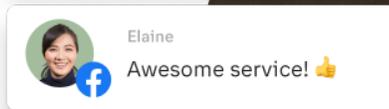
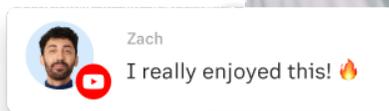
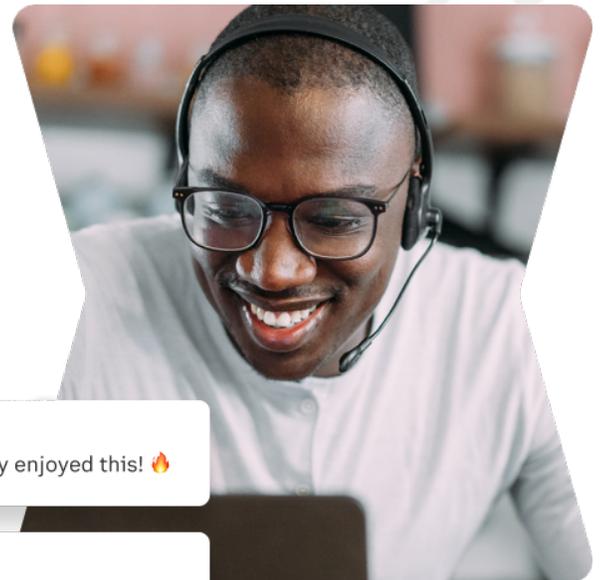


Our cloud-based communications and collaboration platform offers much more than traditional office phone systems, VoIP business phone service, or virtual PBX. With RingCentral's secure, compliant, and reliable business communications, unlock more intelligence, more mobility, more automation, seamlessly integrated workflows across all the apps your business runs on, and powerful business analytics.

It includes a comprehensive set of business capabilities that unify voice, video, team messaging and collaboration, SMS, conferencing and online meetings, contact center, and fax.

## Known for the world's leading cloud phone system, but so much more than that.

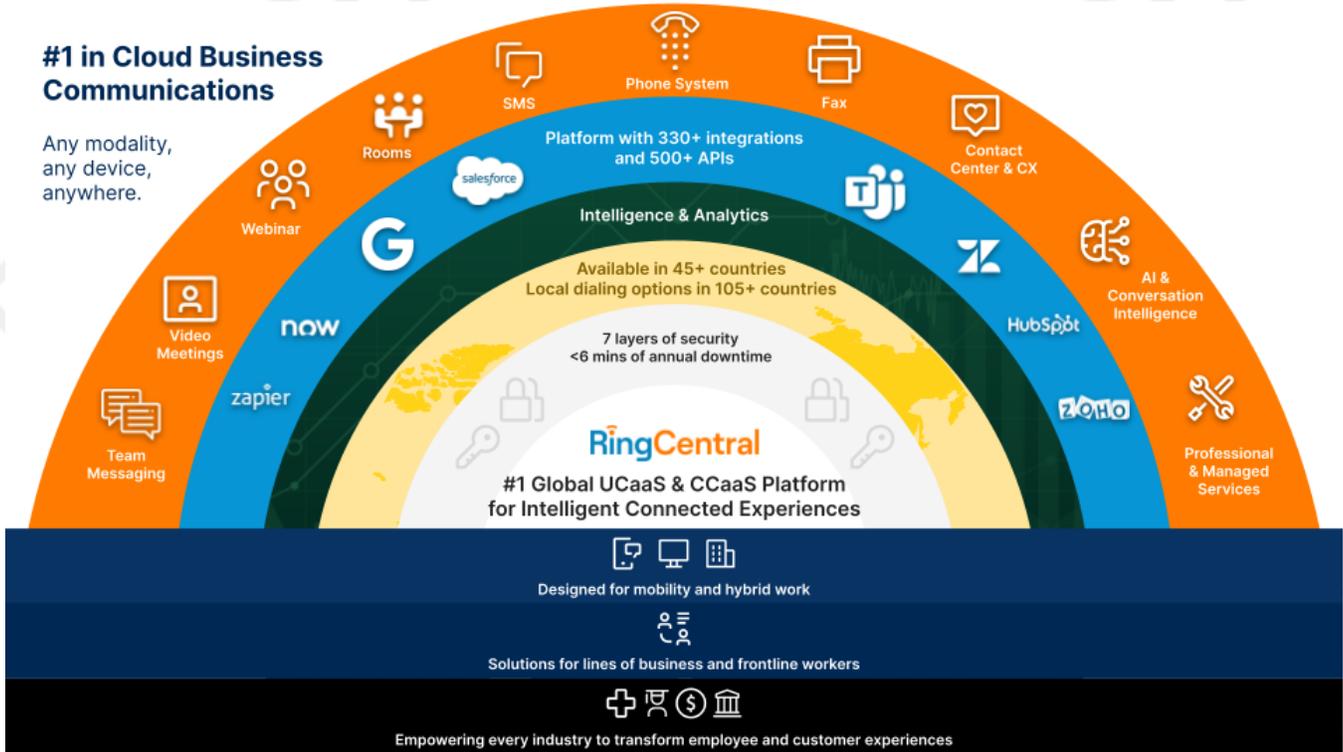
Fun fact, RingCentral helps **thousands** of enterprises around the world drive revenue growth, employee efficiency, and customer satisfaction by providing **the world's leading cloud phone system deeply integrated with the world's leading cloud contact center.**



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## #1 in Cloud Business Communications

Any modality, any device, anywhere.



# The complete cloud communications and collaboration solution

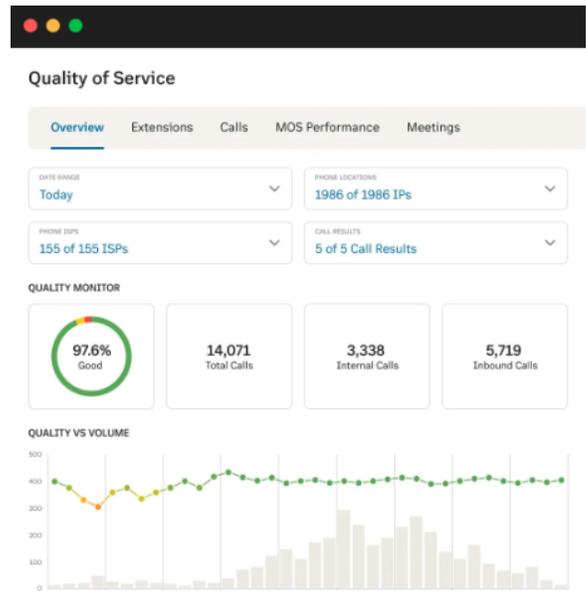
**RingCentral**

RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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## Simplified administration and the industry's leading communications analytics on desktop and mobile

- Manage all offices and users with a single easy-to-use interface from anywhere, including mobile devices
- Enjoy complete administrative control, self-service capabilities for users, and reduced dependence on service providers
- A recent study by The Tolly Group ranked analytics capabilities against leading UCaaS vendors and found that RingCentral was the clear winner.



## Industry-leading integrations and APIs to help you solve unique business workflows

- Over 350 ready-to-use integrations with business cloud apps, including the deepest telephony integrations into Microsoft Office 365, Salesforce, ServiceNow, Zendesk, and Google G Suite; for the latest, refer to [ringcentral.com/apps](https://ringcentral.com/apps)
- Developer platform with open APIs and SDKs to enhance business workflows with custom integrations



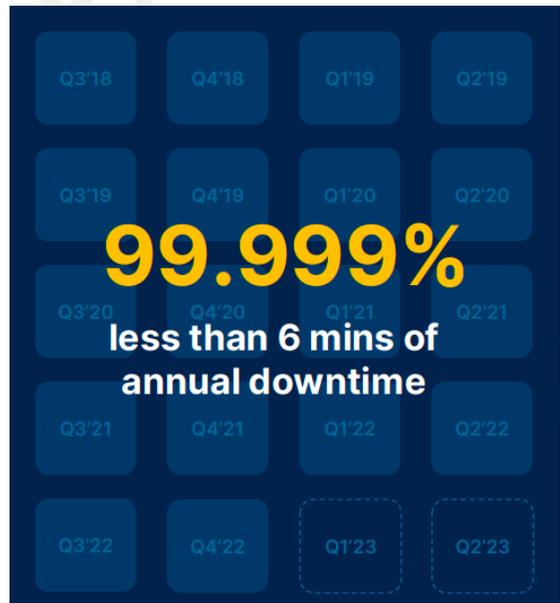
**Global availability: Create a virtual presence in over 105 countries, connected offices and teams across 45+ countries.**

- Deploy and manage a single solution globally in 45+ countries
- Instantly provision and activate employees in countries with local capabilities
- Number availability in over 105 countries
- Multilingual product and support
- Product localisation in 16+ languages and multilingual support



**Trusted by 400,000+ customers to ensure secure, compliant, and reliable business-critical communications**

- Rigorous information security protection
- Comprehensive data privacy and compliance management
- Best practice security and administrative policy controls
- A proven-track record of delivering 99.999% uptime (less than 6 mins of annual downtime) for 18+ consecutive quarters.



Want to learn more about RingCentral's security posture? Check out our [CISO Guide to Cloud Communications Security](#).



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## Awards and industry recognition

RingCentral is the secure, reliable, and trusted leader in cloud-based business communications and collaboration solutions.

Trusted by 400,000+ customers



### Gartner

8th year in a row, a Gartner® Magic Quadrant™ Leader for UCaaS, Worldwide



Leader in the Aragon Research Globe™ for Unified Communications and Collaboration, 2022



MetriStar Top Provider Contact Center Platforms, 2022



5th year in a row, Leader, in 2022 Frost Radar UCaaS North American Market Report

### techradar

TechRadar Best CCaaS, 2022 & 2023



IDC MarketScape names RingCentral a worldwide global UCaaS Leader

## Resources

RingCentral service portal — [login.ringcentral.com](https://login.ringcentral.com)

Trust Center — [ringcentral.com/trust-center.html](https://ringcentral.com/trust-center.html)

Online training and educational resources — [support.ringcentral.com](https://support.ringcentral.com)

See our ever growing list of customers and industry-relevant case studies here: [ringcentral.com/whyringcentral/casestudies.html](https://ringcentral.com/whyringcentral/casestudies.html)



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

# Budgetary Quote

## Prepared for:

Northeast Florida Regional Airport  
 4796 US Hwy 1 North  
 St. Augustine FL 32095  
 United States

Jamie Topp

[jrt@sgj-airport.com](mailto:jrt@sgj-airport.com)  
 9042090090

<b>Quote Name:</b>	Northeast Florida Regional Airport 1
<b>Quote Creation Date:</b>	October 31 <sup>st</sup> , 2023
<b>Quote Expiration Date:</b>	November 29 <sup>th</sup> , 2023
<b>Estimated Contract Start Date:</b>	
<b>Initial Term:</b>	36 Months
<b>Renewal Term:</b>	36 Months
<b>Currency:</b>	USD
<b>Payment Plan:</b>	Monthly

## RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>DigitalLine Unlimited Advanced</b>	<b>10</b>	<b>\$27.99</b>	<b>\$279.90</b>
DigitalLine Unlimited Advanced		\$22.99	
Compliance and Administrative Cost Recovery Fee		\$4.00	
e911 Service Fee		\$1.00	
<b>DigitalLine Basic</b>	<b>1</b>	<b>\$15.00</b>	<b>\$15.00</b>
DigitalLine Basic		\$10.00	
Compliance and Administrative Cost Recovery Fee		\$4.00	
e911 Service Fee		\$1.00	
<b>Additional Local Number</b>	<b>15</b>	<b>\$1.00</b>	<b>\$15.00</b>
<b>Yealink T46U Ultra-elegant Gigabit IP Phone - Rental</b>	<b>10</b>	<b>\$2.00</b>	<b>\$20.00</b>
<b>Yealink CP925 - Touch-Sensitive IP Conference Phone - Rental</b>	<b>1</b>	<b>\$7.50</b>	<b>\$7.50</b>
<b>TotalMonthlyPrice*</b>			<b>\$337.40</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Total Amount*	\$337.40
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\*Does not include taxes and fees.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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# St. Johns County Airport Authority



## **Amendment to Add** **Cultural Resources Assessment Phase 2**

### **East Side Development** **(Environmental Permitting)**

Environmental Permitting Services  
by  
Passero Associates, LLC  
(PA Project No. 23000081.103E)

## **Supplemental Agreement 22-103E**

This **Amendment to Supplemental Agreement No. 22-103E** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Passero Associates, LLC. dba Passero (“Consultant” or “Passero”) and the St. Johns County Airport Authority (“Authority”) and is hereby incorporated into the Master Consulting Agreement (“Agreement”) between the parties dated October 22, 2018. This Supplemental Agreement supplements the Master Consulting Agreement to the extent the terms and conditions herein differ from those found in the Agreement. All Agreement terms and conditions not modified by this Supplemental Agreement shall be applicable to this Supplemental Agreement.

## 1 SCOPE OF WORK – Basic Services

Passero Associates will perform environmental permitting services to assist the Authority with development of the east side of the Airport.

The project is described below in the Project Description.

### A. Project Description

This project includes environmental permitting services to support the development of the east side of the Airport accessed via Gun Club Road and Hawkeye View Lane.

See the attached Environmental Permitting sketch for illustration of the project area.

This project includes the following disciplines and tasks:

- Site Conceptual Design
  - Updated conceptual site layouts to support environmental permitting
- Environmental
  - Wetland Permitting including wetland mitigation plan
  - Final protected species assessment
- Cultural Resources Assessment
  - Field investigation
  - Historical research and report
- Cultural Resources Assessment Phase 2
  - Field investigation
  - Historical research and report

See the attached detailed proposals for further information on the scope of work included for Environmental Permitting and Cultural Resources Assessment.

### B. Environmental Permitting

Passero Associates will provide the following services to assist the Authority with this phase of the work:

1. Act as liaison between the Authority and all subconsultants.
2. Coordinate scheduling of site investigations and assist subconsultants with obtaining access within the secured airfield perimeter.

3. Assist in providing subconsultants with any requested Airport records, data, or graphics needed to complete the work.
4. Review the results of all site investigations and analysis, and seek clarification or correction as needed.

## 2 SCOPE OF WORK – Special Services

### Environmental

Environmental Resource Solutions will complete environmental permitting. (Cost: \$59,000.00)

### Cultural Resources Assessment

Search will complete a Phase 1 cultural resources assessment. (Cost: \$30,000.00)

Search will complete a Phase 2 cultural resource assessment. (Cost: \$83,833.60)

## 3 SCHEDULE

After receiving the Notice-To-Proceed (NTP) from the Authority, the Consultant will immediately be available to work on the project, in accordance with the proposed project, as assigned by the Authority.

The project can be approximately 80% completed within three (3) months of authorization. Finalization of the environmental permitting and wetland mitigation cannot be completed until the Authority approves the development plan (i.e. selection of the entity who will develop the site and the associated site development layout) and authorizes final stormwater engineering design.

Phase 2 cultural resource assessment is estimated to take approximately three (3) months from time of authorization. See attached Search proposal for further details.

## 4 ESTIMATE OF COSTS

Passero will complete the above tasks for a Not-To-Exceed fee of **\$111,500.00 (one hundred eleven thousand five hundred dollars and zero cents)**, broken down further as follows:

1. \$22,500 – Project Management & Updated Conceptual Site Layouts; Meetings (Passero)
  2. \$59,000 – Environmental Permitting (Environmental Resource Solutions)
  3. \$30,000 – Cultural Resources Assessment (Search)
  4. \$83,833.60 – Cultural Resources Assessment (Search)
  5. \$ 4,000.00 – Additional Project Management & Coordination
- \$199,333.60 – Total**

## **5 DELIVERABLES**

1. Environmental Resource Permit application (not including detailed engineering design) and wetland mitigation plan.
2. Phase 1 & Phase 2 Cultural Resources Assessment Report

## **6 MEETINGS AND PRESENTATIONS**

1. Meetings and Presentations: As needed and requested by the Authority.

## **7 SPECIAL TERMS AND CONDITIONS**

The compensation itemized above may be renegotiated to reflect a change in Project Scope at the request of the Authority or Passero. Additional compensation may be due Passero if rework is necessary or if delays occur which result in additional expense to Passero. Such additional compensation will be negotiated between the Authority and Passero.

## **8 OTHER**

The Authority is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided in the course of this Agreement.

## **9 EXCLUSIONS**

1. Stormwater engineering design required for Environmental Resource Permitting is not included in this scope of work. This task would be included in a future authorization once the Authority approves a development plan for the subject sites (i.e. selection of the entity who will develop the site and the associated site development layout). Finalization of the environmental permitting and wetland mitigation cannot be completed until the Authority approves the development plan. The environmental permitting scope of work included in this authorization will remain at approximately 80% completed until that time.

2. No surveying is included. If conservation easements become part of the wetland mitigation plan, then additional surveying will be required to create the easements. This would be part of a future authorization.
3. No engineering or architectural design services are included except conceptual site layouts.
4. No further planning studies are included.
5. No permitting beyond the environmental and cultural resources permitting as specifically stated herein.

**IN WITNESS WHEREOF**, Consultant and the Authority have caused this Supplemental Agreement to be executed by their duly authorized representatives as of the date first written above.

**FOR:**  
Passero Associates, LLC

**FOR:**  
St. Johns County Airport Authority

By: \_\_\_\_\_  
**Signature**

By: \_\_\_\_\_  
**Signature**

Bradley J. Wentz, P.E.  
**Name (Typed or Printed)**

Jaime R. Topp  
**Name (Typed or Printed)**

Southeast Services Director  
**Title**

Interim Executive Director  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



May 17, 2023

Matt Singletary, PE, Project Manager  
Passero Associates  
4730 Casa Cola Way, Suite 200  
St. Augustine, FL 32095  
[msingletary@passero.com](mailto:msingletary@passero.com)

RE: Proposal for Phase II Archaeological Testing at Two Archaeological Sites at the Northeast Florida Regional Airport, St. Johns County, Florida  
SEARCH Proposal #P23-0388

Dear Mr. Singletary,

SEARCH is pleased to provide this proposal for Phase II Archaeological Site Evaluations at two archaeological sites, 8SJ03175 and 8SJ07404, at the Northeast Florida Regional Airport (NFRA) in St. Johns County, Florida. Preliminary proposed project impacts were provided to SEARCH from Passero on May 10, 2023, and these were projected onto SEARCH's results map from the Phase I cultural resources assessment survey (CRAS), presented here as **Figure 1**. The preliminary impacts include minimal paving and filling within the southern portion of 8SJ07404 and building construction, paving, and stormwater creation in the southern portion of 8SJ03175. On May 16, 2023, a meeting was held between Kevin Harvey (St. Augustine Airport), Matt Singletary (Passero), and Greg Hendryx and Geoff DuChemin (SEARCH), during which it was decided that the work effort presented in this proposal will include a Phase II evaluation of Site 8SJ07404, as well as within the southern part of Site 8SJ03175 that extends southward from the N5500 line shown on **Figure 1**.

## Scope of Services

SEARCH anticipates that the field effort will include reduced interval shovel testing and test unit excavation. SEARCH will excavate up to 40 shovel tests (10 at 8SJ07404 and 30 at 8SJ03175) and up to 15 square meters (5 at 8SJ07404 and 10 at 8SJ03175) to a maximum depth of 80 centimeters. Data from shovel tests and test units will be analyzed for information on cultural attributes, physical integrity, and research significance. Based on these findings, SEARCH will make recommendations for the National Register of Historic Places (NRHP) eligibility status of the sites.

Fieldwork (including travel and mobilization) is anticipated to take up to 25 days for a 2-person team, and additional historic background research is anticipated to take up to four additional days (including one travel day to conduct research in St. Augustine) by a SEARCH historian. SEARCH assumes that no more than 1,000 artifacts and faunal remains will be recovered and that these items will be returned to the client upon completion of the project. SEARCH also assumes that no historic architectural resources, including building ruins and ancillary features, will require documentation or additional consideration beyond that which they have been afforded during the Phase I CRAS. The fieldwork and subsequent report will be completed in accordance with the Florida Division of Historical Resources' Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, Florida Statutes, as well as Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 U.S.C.]).

## Deliverables

SEARCH will prepare a technical report summarizing the findings of the background research and fieldwork and will include NRHP recommendations for each of the two sites. The technical report will be submitted to the Client in electronic format (PDF) via email within 45 days of the End of Fieldwork (EOF). Upon Client approval, SEARCH will prepare a hardcopy of the report and submit it to the FDHR on the Client's behalf.

## Price and Compensation Schedule

The lump sum, firm fixed price for this work is **\$83,833.60**.

SEARCH is providing this firm fixed price proposal to complete the above Scope of Services and Deliverables. This price is based on the project-specific assumptions noted herein and SEARCH's standard assumptions (attached). SEARCH will invoice 50% of the fee upon completion of field work and 50% upon submission of the technical report to the Client. Payment terms are 30 days upon receipt of invoice.

## Proposal Acceptance

We appreciate your review of this proposal. SEARCH has the capacity and experience to complete this project according to agency and Client requirements. This proposal is valid for 90 days. If you accept this proposal, please email me with a signed purchase order. If you do not have a standard purchase order, SEARCH will draft a legal document to be sent to you for signing. Or, if this proposal does not meet your project goals, please let me know and I will be happy to make the necessary revisions or provide you with additional information. On behalf of the SEARCH team, we appreciate this opportunity to work with you.

Sincerely,



Greg Hendryx, MA, RPA  
Archaeology Sector Leader  
greg@searchinc.com  
352-275-8206 mobile

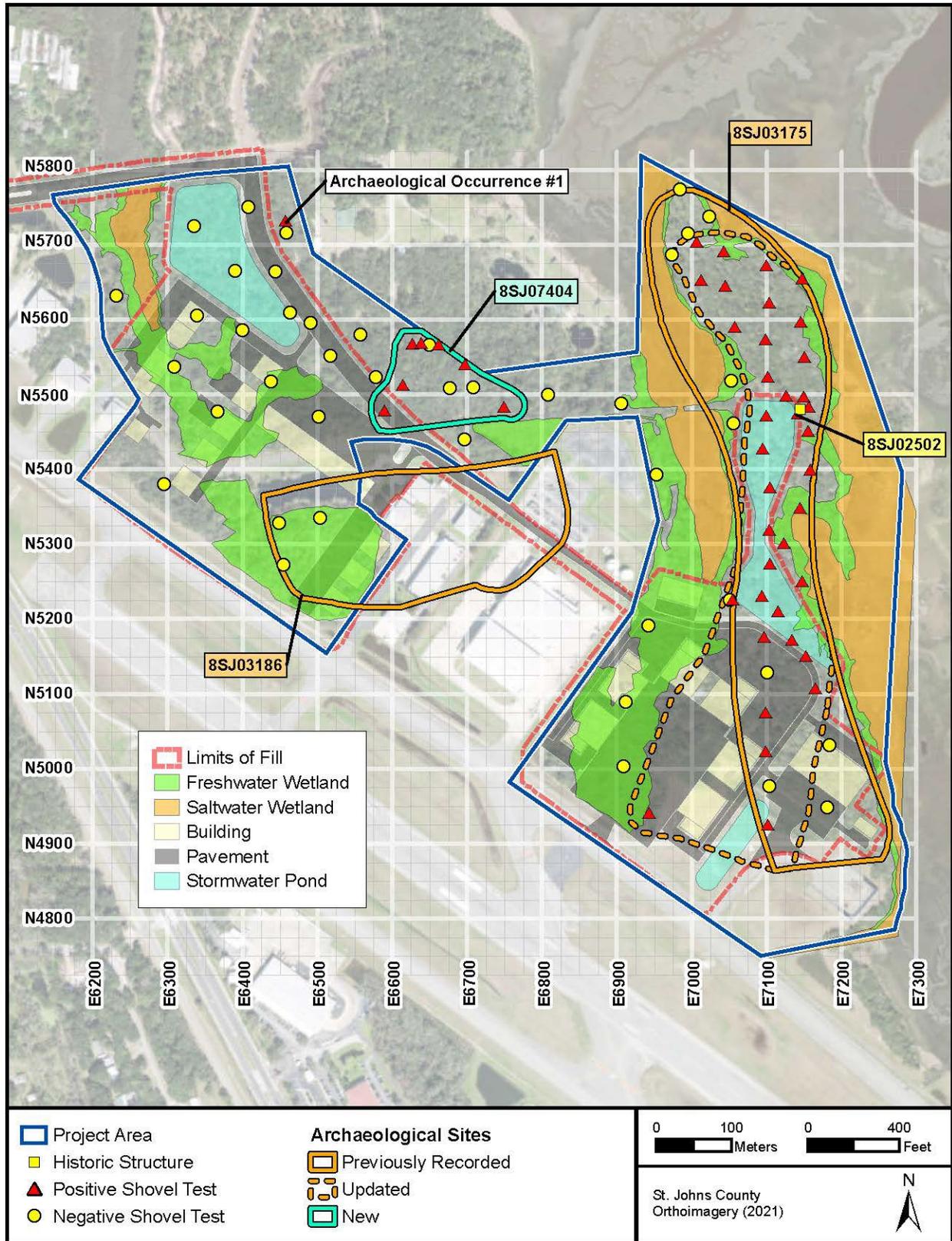


Figure 1. Preliminary project plans overlain on archaeological results map.



## 2023 STANDARD ASSUMPTIONS

The price estimate for the Project is subject to the following Assumptions. In the event that any of these standard assumptions or project-specific assumptions noted within the proposal prove untrue, the Client will be notified and a modification to the Project will be required.

<b>1.0</b>	<b>MANAGEMENT</b>	
1.1	Changes	There will be no changes to the Project area, scope of services, schedule, travel, or the sequencing of tasks.
1.2	Delays	There will be no delays as a result of circumstances beyond the control of SEARCH, such as inclement weather and national emergencies or crises, including disruptions to the project related to COVID-19.
1.3	Data Quality	Project data delivered to SEARCH will be accurate, timely, organized, and will not require conversion, correction, or the purchase of new software or equipment.
1.4	Invoicing	SEARCH will submit project invoices using SEARCH's standard invoice form.
<b>2.0</b>	<b>HEALTH, SAFETY, AND ENVIRONMENT</b>	
2.1	Notification	The Client will immediately notify SEARCH of any known hazardous conditions on the Project and provide any applicable site-specific safety training.
2.2	Stop Work Authority	SEARCH may suspend, redirect, or terminate work if it is determined that a hazardous condition exists.
2.3	Specialized Requirements	No special safety equipment, certification, personal protective equipment (PPE), or training required.
2.4	Productivity Impacts	Crew productivity and worksite access will not be impacted by extreme or abnormal weather conditions.
2.5	Site Access	There is no specialized vehicle requirements, lighting, placarding, or branding required to drive on-site.
2.6	Support Vehicle	Staff will be able to stay within a safe proximity to a vehicle for emergency support.
2.7	UXO	There is no Unexploded Ordnance (UXO), nor a risk of UXO on the Project, and SEARCH will not be responsible for conducting a UXO detection survey. For sites with UXO potential, the client will provide a qualified UXO tech as an escort, with credentialing and proof of qualification available upon request.
2.8	Hazardous Chemicals/Waste	There is no risk of discovering or coming into contact with any hazardous chemicals or hazardous waste.
2.9	Hunting/Shooting	There is no hunting, illicit hunting, or shooting on or adjacent to the Project.
2.10	Illegal Activity	There is no illegal activity on or adjacent to the Project.
2.11	Opposition	There are no hostile persons, opposition groups, landowners, or neighbors that will engage or threaten SEARCH on the Project, including after work hours.
2.12	Security	Site security, protective services, or police officers will not be required.
2.13	Emergency Response	SEARCH personnel will have ready access to public or private emergency care services without the use of an airlift or sealift.
2.14	Force Majeure	Force Majeure events will not impact the job or the Health and Safety of SEARCH employees to an extent that SEARCH will not be able to fulfill project requirements.
2.15	COVID-19	Regulations, restrictions, advisories, protocols, or best practices issued by the government, client, landowner, or project stakeholder will not affect the project schedule, travel, or team assignments.
<b>3.0</b>	<b>FIELD</b>	
3.1	Access	The Client will secure landowner and/or land manager permission for SEARCH to access the Project and will supply SEARCH with the authorization in advance of fieldwork.
3.2	Keys/Codes	The Client will provide gate keys and security codes to access the Project in advance of fieldwork.



3.3	Ingress/Egress	There will be proximate and direct ingress and egress to the Project.
3.4	Sequential Access	SEARCH will receive sequential access to the Project.
3.5	Accessibility	The Project will be accessible and will not require clearing of heavy vegetation, crossing of water bodies, use of equipment other than hand shovels, or have other access obstacles.
3.6	Known Data	The Client will provide SEARCH with knowledge of rumored, suspected, or unrecorded cultural resources and/or historical events that are known to the Client to be on, adjacent to, or relevant to the Project.
3.7	Buried Utilities	Buried utilities, if present, will be clearly marked by the Client prior to fieldwork; SEARCH will not be required to coordinate with buried utility location contractors except for Department of Transportation projects, when applicable.
3.8	Deep Testing	No deep testing or trenching will be conducted.
3.9	Delineation	Delineation of archaeological sites will comprise no more than 10% of the fieldwork and will not extend outside the Project boundaries.
3.10	Field Expectations	The level of effort, number of cultural resources, and artifact quantities proposed will not be exceeded.
3.11	Artifacts	The artifacts and samples can be inventoried, processed, analyzed, and reported within the allotted laboratory labor hours, as scheduled.
3.12	Burials	Unless otherwise stated in the proposal, no burials, cemeteries, unmarked graves, grave goods, or skeletal remains will be on the Project.
3.13	Archaeological Monitoring	A minimum 24 hours' notice is given to SEARCH per call out; the workday includes travel time to a location and a minimum eight (8) hours is charged per call-out day.
<b>4.0</b>	<b>TRAVEL, MOBILIZATION / DEMOBILIZATION</b>	
4.1	Lodging	Suitable overnight accommodations will be located in proximity to the Project.
4.2	Modes of Transportation	Proposed modes of transportation (rental, flight, POV, etc.) will be available at time of booking.
4.3	Bookings	Travel bookings will not exceed the proposed cost.
4.4	Mobilization	A minimum of 7 days' notice is given to SEARCH in advance of the Client's request for mobilization of field personnel.
4.5	Demobilization	SEARCH will demobilize field personnel per the project schedule; the Client will not require unscheduled demobilizations of field personnel.
<b>5.0</b>	<b>REPORTING</b>	
5.1	Cut-off Date	The date of the proposal serves as the cut-off date for the consideration of new research, methods, reports, theories, laws, regulations, guidelines, policies, etc.
5.2	Comments	Comments will be provided via one round of review by the Client and each agency prior to the final deliverable. Comments are expected to: (1) offer clear direction of changes requested; (2) be non-contradictory between reviewers and with previous guidance; (3) not request information or action outside the scope of services; (4) not request substantial reworking of the deliverable; and (5) be delivered within 30 calendar days.
5.3	Digital	Project deliverables will be digital, unless a hard copy is specified in the scope of services with the quantities defined.
<b>6.0</b>	<b>EXCLUSIONS</b>	
6.1	Additional Services	Additional services or products, such as out-of-scope fieldwork, special analysis or tests, subcontractors, travel, meetings, media communications, public outreach, deliverables, reports, other direct costs, fees, tariffs, insurance, or labor requested from a Tribe, Agency, Landowner, Stakeholder, Government, or Client is not included in this Project.
6.2	Curation	Because the size and character of the artifact collection is unknown, the cost to prepare, insure, ship or deliver, and curate the artifact collection at an appropriate repository is not included in this Project.



## Joyce Development Group, LLC

4337 Pablo Oaks Court, Suite 102 \* Jacksonville, Florida 32224

Phone: (904) 223-1650

November 30, 2023

Jamie R. Topp  
Interim Director  
**ST JOHNS COUNTY AIRPORT AUTHORITY**  
4796 US 1 North  
St Augustine, Florida 32095

Re: **Compass Point**  
S/E/Quadrant U S 1 & Araquay Avenue  
St Augustine, St Johns County, Florida

Dear Jamie:

Thank you for the opportunity to meet and discuss Joyce Development Group's envisioned development of a commercial mixed-use project at St Augustine Airport and we herewith submit to the St Johns Airport Authority the following Letter-of-Intent proposal for its review and consideration:

1. **Landlord:** St Johns County Airport Authority ("Landlord").
2. **Tenant:** Joyce Development Group, LLC, or assign (Tenant)
3. **Premises:** Approximately  $\pm$  9.85 acres of land less Airport Roadway and Utility Easements and as generally reflected within the attached sketch of the property upon which Tenant shall develop a  $\geq$  \$34.0 MM mixed-use commercial park featuring:
  - a 5-story 120 room limited-service hotel with conference facilities (\$15.0MM - \$17.00MM - Marriott, Hilton, Hyatt)
  - 2 free standing national / regional restaurants (\$6.0MM - \$8.0MM)
  - 2-story  $\pm$  24,000 SF multi-tenant office building (\$6.5MM - \$7.5MM).

- An adjoining 2.21-acre parcel upon which a 2<sup>nd</sup> office building of similar size and design, or a 17,000 SF multi-tenant retail village center, or 2 additional free standing national / regional restaurants would be developed (\$6.5MM - \$7.5MM) (“Compass Point”).
- Project signage and interior building appointment features will be themed to reflect key historical St Johns County Airport events.

**4. Lease Term:**

Twenty (20) year primary lease term with six (6) continuous five (5) year renewal option periods (the “Lease”).

**5. Annual Base Rent:**

\$.40/SF (± \$172,000.00 based on a net usable 9.85 acres)

Annual Base Rent payments shall be remitted in equal monthly installments on the first day of each month, together with any government-imposed sales or use tax assessments, subject to Landlord’s timely construction completion of those infrastructure improvements to be completed by Landlord which infrastructure improvement schedule shall be fully detailed and attached to the Lease as an Exhibit – Landlord’s Work Criteria.

**6. Percentage Rent:  
(Additional Rent)**

In addition to Annual Base Rent Payments on the Property by Tenant, each commercial building component developed within Compass Point will have a percentage rent provision to provide Landlord the ability to participate and share in the operational success of the property. As an example:

- Hotel parcel might have a threshold sales “break-point” initially based on a 75% average occupancy rate. At an average nightly room rate price of \$125.00, this would be equivalent to the hotel generating annual revenues of \$4,106,250 (Hotel revenue break-point). Landlord would thereafter receive 2.5% of all annual revenues from hotel operations in excess of \$4,106,250. As an example, if the annual hotel revenues for a given year were \$5,106,250, Landlord would receive an additional \$25,000 in hotel parcel ground lease payments.
- The free-standing restaurants would follow the same Percentage Rent provision approach except the break-point figure for each restaurant would be adjusted based on the business plan of the subject restaurant’s stabilized annual sales.

- The office building will also have a Percentage Rent provision based on a break point of annual total rent at stabilized occupancy.

Annual Sales Reports will be based on calendar year operations. Percentage Rent payments would be due, together with a certified Income Report for each commercial building, by February 28.

7. **Rent Commencement:** Tenant shall commence lease payments on the first day of the month following the full execution of the Lease by Landlord and Tenant (“Effective Date”)

Tenant envisions the hotel and office building to be concurrently developed and at least 1 of the restaurant parcels to be constructed and open within 90 days following construction completion and opening of the hotel and office building.

8. **Title and Survey:** Within thirty (30) days following Landlord’s execution of this Letter-of-Intent, Landlord shall provide Tenant with an ALTA extended coverage leasehold title insurance binder in an amount equal to the projected cost of Tenant’s building improvements insuring that fee simple title to the commercial parcels is vested in Landlord and that the proposed leasehold interest in the Property shall be vested in Tenant. Tenant shall have thirty (30) days following receipt of the title insurance binder to review and notify Landlord of any objections to title. Landlord shall use good faith effort to remove or satisfy any title objections noted by Tenant; provided, however, in the event Landlord is unable to remove a Title objection within one hundred twenty (120) days following Notice from Tenant of an objection to Title, Tenant must elect to either waive such Title objection(s) or terminate the Lease.

Within thirty (30) days following the Effective Date, Landlord shall provide Tenant a survey (“Survey”) of the Compass Point commercial parcels. Tenant shall have thirty (30) days following receipt of Survey to review and notify Landlord of any objections to Survey. Landlord shall use good faith effort to remove or satisfy any Survey objections noted by Tenant; provided, however, in the event Landlord is unable to remove a Survey objection within one hundred twenty (120) days

following the Effective Date, then Tenant must either elect to waive such Survey objection(s) or terminate the Lease.

**9. Inspection Period:**

Tenant shall have one hundred twenty (120) days following the Effective Date to complete its review of the studies Tenant will require in connection with its intended use of the Property (the "Inspection Period"). Landlord shall provide Tenant with a copy of all existing environmental and geotechnical reports and studies that Landlord has in its possession for Compass Point. Tenant may elect to terminate the Lease at any time prior to the expiration of the Inspection Period.

**10. Site Development:**

Tenant shall provide Landlord with its underground site specification plan requirements for Compass Point within thirty (30) days following the Effective Date. Within thirty (30) days following receipt of Tenant's underground site specification plans, Landlord shall submit to Tenant for its approval, the design development drawings, outline specifications, and the planned on-site and any off-site improvements intended to be constructed to serve Compass Point (the "Site Development Improvements").

Landlord shall cause all Site Development Improvements for Compass Point to be completed on a timely basis. All utility and storm water connection points are to be brought to a location that is not less than five (5) feet inside the perimeter boundary of each commercial parcel and all Site Development Improvements shall be adequate to serve Compass Point and shall include, but not be limited to:

- (A) Securing all requisite government approvals and permits associated with the construction of the Site Development Improvements to be constructed by Landlord.
- (B) Water; City of St. Augustine
- (E) Electricity; Florida Power and Light
- (F) Telephone; High Speed Cell Carrier Coverage
- (G) Sanitary sewer and storm drainage systems; and,
- (H) Road rights-of-way including means of ingress and egress.

**11. Reciprocal Easement Agreement:**

Landlord and Tenant shall enter into a reciprocal access and easement agreement (“REA”) upon execution of the Lease. The REA shall be negotiated and agreed upon between the parties prior to expiration of the Inspection Period. The REA shall provide for the creation of the operating covenants, conditions, and restrictions that shall govern the use and operations of the commercial parcels within Compass Point.

**12. Use:**

The Property may be used for any lawful use provided such use is not in violation of any restriction or prohibited use contained within the REA.

**13. Signage:**

Subject to compliance with government regulations and the provisions of the REA, the commercial parcel users shall be allowed to install their respective standard building signage and shall also be permitted to construct and install a Compass Point pylon sign.

**14. Utilities:**

All utilities, including water, sewer and electric, shall be metered separately, and contracted for directly, by Tenant. Any government assessed impact or concurrency fee imposed upon the commercial parcels shall be paid by Tenant.

**15. Parking Ratio:**

The REA shall require all parking serving Compass Point to be Code-compliant.

**16. Real Estate Taxes:**

If the commercial parcels will be subject to real estate tax assessment, Tenant shall cause the commercial parcels at Compass Point to be either separately platted or assigned a specific tax parcel number prior to commencement of the Lease, and Tenant shall be responsible for the payment of real estate taxes assessed directly against each of the commercial parcels.

**17. Insurance:**

Tenant shall carry, at its expense, fire and extended coverage insurance in an amount sufficient to assure 100% replacement of any casualty to the improvements constructed upon the commercial parcels, with comprehensive general public liability and property damage insurance, naming Landlord as Additional Insured, for combined single limits of not less than \$2,000,000. All insurance coverage is to be underwritten by insurance companies authorized to do business in the state of

Florida and shall have a Best's Key Rating Guide of not less than "B-" and a financial strength rating of not less than "7". The insurance policy, or policies, shall contain a provision prohibiting any modification or cancellation of insurance coverage from taking place prior to thirty (30) days written notice to Landlord.

**18. Environmental:**

Tenant shall be responsible for any environmental liability caused by the actions of Tenant, its agents, employees, sublessees or assigns. Landlord shall indemnify Tenant against any pre-existing environmental condition or other environmental liability, cost or expense caused by Landlord.

**19. Landlord Subordination  
And Non-Disturbance  
Agreement:**

Landlord agrees that, upon written request and without any processing cost to be paid by Tenant, Landlord shall enter into a Non-Disturbance Agreement with any bona-fide leasehold mortgage lender providing financing of the building improvements constructed upon the commercial parcels, provided, however, such leasehold mortgage lender must also agree that, in the event it should succeed to Tenant's leasehold interest in a commercial parcel, the lender shall i) fully comply with all of the terms and conditions of the Lease, including the payment of Annual Base Rent and Percentage Rent, real estate taxes and insurance expenses to be paid by Tenant; ii) that any casualty insurance proceeds shall be used for the repair or replacement of the leasehold improvements upon the Property and not toward the repayment of any leasehold mortgage indebtedness; and iii) that Landlord shall receive notice of all defaults under the leasehold mortgage with the opportunity, but not the obligation, to cure such defaults.

**20. Additional Information:** Subject to the items below being in possession of Landlord, Landlord shall provide the following information on Compass Point to Tenant within thirty (30) days following the Effective Date of this Letter of Intent.

- i) A current soils test and a topographic survey;
- ii) A current Phase I Environmental Assessment;
- iii) Landlord's name, type of entity, state of formation, and federal income tax identification number; and

iv) Availability, size and current location of all utilities.

**21. Critical Dates:**

Letter-of-Intent Execution:	December 2023
Lease Execution:	January 2024
Expiration of Inspection Period:	April 2024

Compass Point has been specifically planned and designed to assure consistency with The Authority’s approved Airport Master Plan, Airport Layout Plan / Technical Drawings and current Airport Strategic Business Plan in addition to providing services, restaurant offerings and hospitality amenities that will provide desired amenities and benefits to Airport businesses and employees. If the above terms and conditions reflect an acceptable general understanding of the proposed outline for a ground lease transaction at Compass Point, please acknowledge this understanding by executing this Letter-of-Intent within the space provided below and return one (1) original copy to the undersigned by December 15, 2023. Notwithstanding the execution of this Letter-of-Intent, the above submission represents only a basic outline of the principal business terms that have been addressed in connection with this proposed groundlease transaction and, as such, this Letter-of-Intent does not constitute a final offer nor an acceptance by either party of the conditions outlined herein. The parties further acknowledge that neither St Johns County Airport Authority nor Joyce Development Group shall have any obligation to the other in regard to this matter until such time the parties have entered into a binding Lease Agreement.

I wish to thank you for the opportunity to present St Johns County Airport Authority with a ground lease transaction proposal for Compass Point.

With best regards

This Letter-of-Intent proposal dated November 30, 2023 is hereby accepted.



Joyce Development Group, LLC  
John M. Joyce, CSM, Principal

St Johns County Airport Authority  
Dennis Clarke, Board Chairman

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

St Johns County Airport Authority

November 30, 2023

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## **RESOLUTION 2023-07**

**WHEREAS**, the St. Johns County Airport Authority and the State of Florida Department of Transportation have determined it to be in their mutual interest to facilitate the development of the herein described projects at the Northeast Florida Regional Airport, to wit:

- 1. Design and Construction of Pavement, Curbing and Drainage Improvements at Northeast Florida Regional Airport' F.P. # 441924-1-94-21*

**WHEREAS**, the State of Florida Department of Transportation and the St. Johns County Airport Authority have agreed to joint funding for the project and the parties acknowledge that funds are programmed in the FDOT Work Program,

**WHEREAS**, the St. Johns County Airport Authority desires that the Executive Director be authorized to act on behalf of the Board with signature authority to make any necessary changes and modifications to agreements to the herein described projects with FDOT.

**NOW THEREFORE**, be it resolved, as follows:

1. The Chairman, Dennis Clark and Secretary/Treasurer, Reba Ludlow, are herein authorized to execute this Resolution on behalf of the St. Johns County Airport Authority; and
2. The Executive Director of the St. Johns County is herein authorized and directed to execute and deliver the associated documents pursuant to the subject of this resolution along with amendments and modifications necessary to effectuate and further the interest of the Authority to include, but not limited to time extensions, changes in funding, modifications to scope or other terms including the result of error or omissions in documents. Execution by the Executive Director and FDOT shall be deemed to be conclusive evidence of acceptance and approval of such changes, amendments, modifications, omissions and/or additions.

**WITNESSETH:** Adopted the 11th Day of December 2023 in Regular Session by the St. Augustine - St. Johns County Airport Authority.

**WITNESS:**

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Dennis Clark, Board Chair

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Rebe Ludlow, Secretary/Treasurer

## **RESOLUTION 2023-08**

**WHEREAS**, the St. Johns County Airport Authority and the State of Florida Department of Transportation have determined it to be in their mutual interest to facilitate the development of the herein described projects at the Northeast Florida Regional Airport, to wit:

- 1. Northeast Florida Reg. Apt. Design & Construction Fuel Farm PFL0010970'*  
**F.P. # 438047-1-94-24**

**WHEREAS**, the State of Florida Department of Transportation and the St. Johns County Airport Authority have agreed to joint funding for the project and the parties acknowledge that funds are programmed in the FDOT Work Program,

**WHEREAS**, the St. Johns County Airport Authority desires that the Executive Director be authorized to act on behalf of the Board with signature authority to make any necessary changes and modifications to agreements to the herein described projects with FDOT.

**NOW THEREFORE**, be it resolved, as follows:

1. The Chairman, Dennis Clark and Secretary/Treasurer, Reba Ludlow, are herein authorized to execute this Resolution on behalf of the St. Johns County Airport Authority; and
2. The Executive Director of the St. Johns County is herein authorized and directed to execute and deliver the associated documents pursuant to the subject of this resolution along with amendments and modifications necessary to effectuate and further the interest of the Authority to include, but not limited to time extensions, changes in funding, modifications to scope or other terms including the result of error or omissions in documents. Execution by the Executive Director and FDOT shall be deemed to be conclusive evidence of acceptance and approval of such changes, amendments, modifications, omissions and/or additions.

**WITNESSETH:** Adopted the 11th Day of December 2023 in Regular Session by the St. Augustine - St. Johns County Airport Authority.

**WITNESS:**

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Dennis Clark, Board Chair

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Rebe Ludlow, Secretary/Treasurer

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 433119-2-94-24	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 751000 55022020228 VF591163738001
Contract Number:	Federal Award Date:	N/A		
CFDA Number:	Agency SAM/UEI Number:	N/A		
CFDA Title:				
CSFA Number:				
CSFA Title:				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, (“Department”), and St Johns County Airport Authority, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in NE FLA REG APT Pavement, curbing, and Drainage improvements at Gate S-1 (non-FAA eligible items of work, FAA eligible items under PFL0012368) PFL0014553, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

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

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

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

**9. Project Cost:**

- a. The estimated total cost of the Project is \$103,950. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$83,158 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
  - Travel expenses are NOT eligible for reimbursement under this Agreement.
  - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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**Description and Responsibilities**, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

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

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

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

## 12. Contracts of the Agency:

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

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

- i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

- ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

- iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

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

- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

- i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

- ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

  - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

AGENCY St Johns County Airport  
Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: James M. Knight, P.E.

Title: \_\_\_\_\_

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): NE FLA REG APT Pavement, curbing, and Drainage improvements at Gate S-1 (non-FAA eligible items of work, FAA eligible items under PFL0012368) PFL0014553

**B. Project Location** (limits, city, county, map): Northeast Florida Regional Airport/Saint Augustine, FL/Saint Johns

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, concrete curbing and sidewalk, pavement markings, lighting improvements, signage, drainage, utilities, including all materials, equipment, labor, and incidentals required to construct the pavement and drainage improvements near gate 1-S at Northeast Florida Regional Airport. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s):**

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

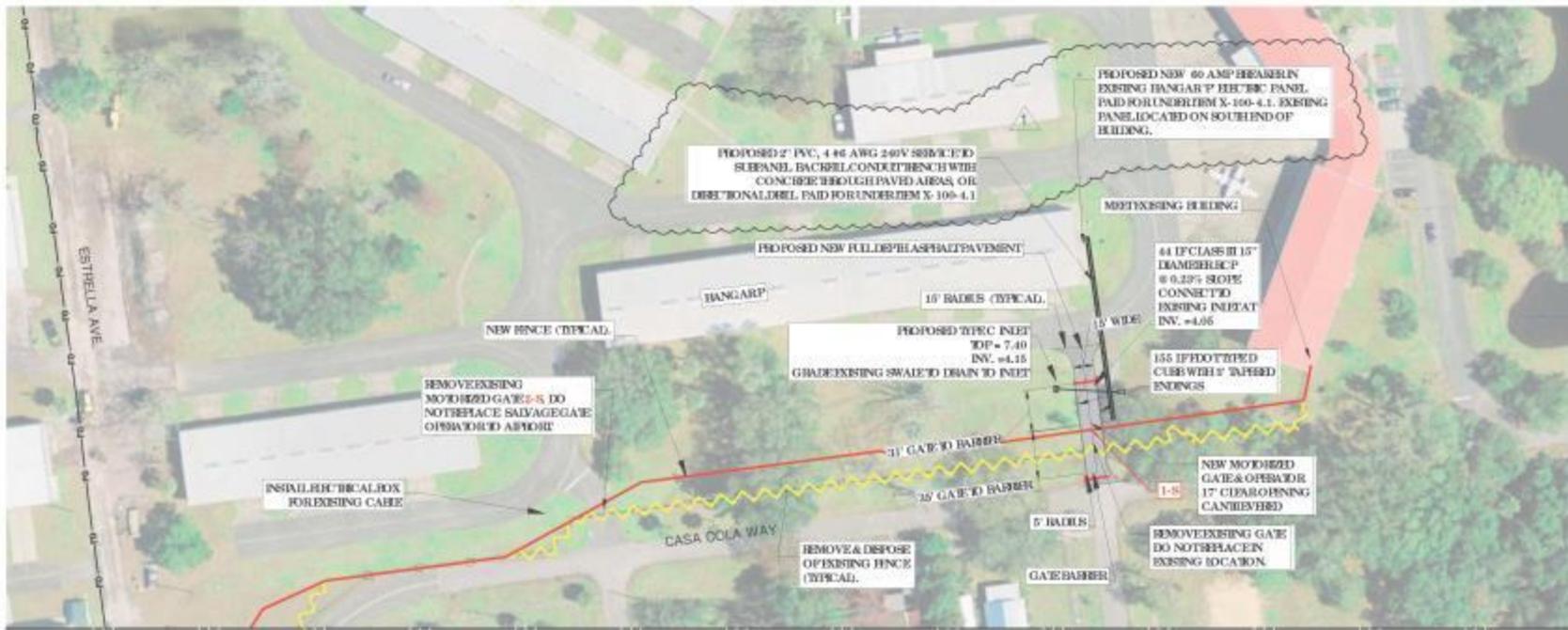
**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

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



CONSTRUCTION SET

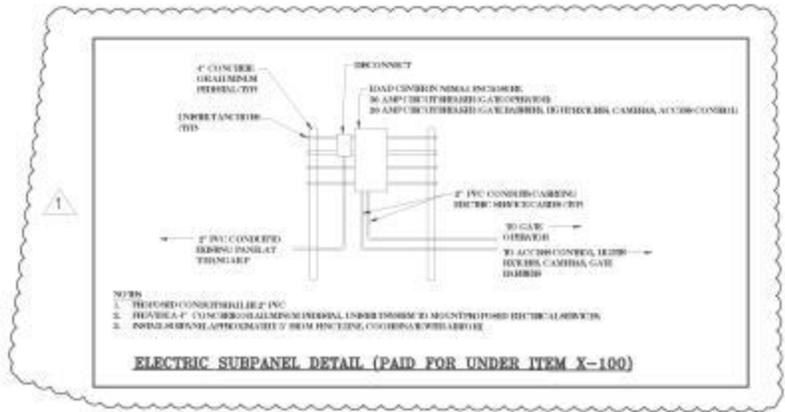


MATCHLINE - SEE SHEET C1-4

LEGEND	
EXISTING FENCE	
REMOVE EXISTING FENCE	
REMOVE EXISTING FENCE & INSTALL NEW FENCE IN SAME LOCATION	
INSTALL NEW FENCE IN NEW LOCATION	
REPLACE GATE/GATEBARRIER	

**NOTES**

1. ALL PROPOSED FENCES & GATEBARRIER 7' HIGH WITH 1 1/2" HEIGHTS OF HAND BARED WIRE STANDARD FENCE SHALL BE GALVANIZED 30" x 12" TYPICAL.
2. ALL PROPOSED GATE OPERATOR SHALL BE 12" x 12" x 1/2" GALVANIZED STEEL. CONTACT TO BE ROLL COATED WITH EPOXY FINISH. MARKING ANY ELECTRICAL OR CONTROL CONNECTIONS TO NEW OPERATOR INSTALLATIONS.
3. EXISTING FENCES TO BE REMOVED SHALL BE 6' HIGH WITH 1 1/2" HAND BARED WIRE. THE POSITION OF EXISTING SIGNAL POSTS SHALL BE MAINTAINED AND ASSOCIATED PORTS SHALL BE MAINTAINED IN PLACE FOR A REASON TO BE DETERMINED BY THE CONTRACTOR.
4. EXISTING HANGAR SHALL BE REMOVED FROM EXISTING FENCE & GATEBARRIER AND THEN REINSTALLED ON NEW FENCE & GATEBARRIER ASSOCIATED CORNER SHALL BE 12" x 12" x 1/2" GALVANIZED STEEL.
5. THE EXISTING FENCE TO BE REMOVED SHALL REMAIN IN PLACE UNTIL THE NEW FENCE INSTALLATION IS COMPLETE. REPAIRS TO EXISTING FENCE SHALL BE MADE AT THE END OF ALL THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES.



St. Augustine-St. Johns  
County Airport Authority  
4790 US 1 North  
St. Augustine, Florida 32086



**Passero Associates**  
1000 Highway 17 North  
St. Augustine, Florida 32086  
Phone: 321.287.1111  
Fax: 321.287.1112  
www.passero.com

Revisions	
1.	ADD C1-4

**SITE PLAN**

**AIRFIELD SECURITY IMPROVEMENTS**

Northeast Florida Regional Airport  
St. Augustine, Florida 32086  
Project No. 2308081.0102  
**C1-3**  
SEPTEMBER 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
433119-2-94-24	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$83,158.00
433119-2-94-24	LF	088719	2024	751000	55.004	Aviation Grant Program	\$20,792.00
<b>Total Financial Assistance</b>							<b>\$103,950.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$83,158.00	\$20,792.00	\$0.00	\$103,950.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$83,158.00</b>	<b>\$20,792.00</b>	<b>\$0.00</b>	<b>\$103,950.00</b>			

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

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

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

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

\_\_\_\_\_  
 Department Grant Manager Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: ) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION  
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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

- b. Florida Administrative Code (FAC)**
    - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
    - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
    - Section 62-256.300, FAC, Open Burning, Prohibitions
    - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
  - c. Local Government Requirements**
    - Airport Zoning Ordinance
    - Local Comprehensive Plan
  - d. Department Requirements**
    - Eight Steps of Building a New Airport
    - Florida Airport Revenue Use Guide
    - Florida Aviation Project Handbook
    - Guidebook for Airport Master Planning
    - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
    - FAA AC 70/7460-1, Obstruction Marking and Lighting
    - FAA AC 150/5300-13, Airport Design
    - FAA AC 150/5370-2, Operational Safety on Airports During Construction
    - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
  - b. Local Government Requirements**
    - Local Building Codes
    - Local Zoning Codes
  - c. Department Requirements**
    - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    - Manual on Uniform Traffic Control Devices
    - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
    - Standard Specifications for Construction of General Aviation Airports
    - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
    - National Environmental Policy of 1969
    - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
    - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
  - b. Florida Requirements**
    - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
    - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
    - Section 286.23, F.S., Public Business: Miscellaneous Provisions

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

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

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

**12. Economic Nondiscrimination.**

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

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

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

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

**14. Operations and Maintenance.**

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

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

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

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**- End of Exhibit E -**

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$83,158

\*The award amount may change with amendments

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

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

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

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

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 438047-1-94-24	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF591163738001
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, (“Department”), and St Johns County Airport Authority, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in NORTHEAST FLA REG APT DESIGN & CONSTRUCT FUEL FARM PFL0010970, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

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

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

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

**a.** \_\_\_ If this box is checked the following provision applies:

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

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

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

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

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

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

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

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

## 9. Project Cost:

- a. The estimated total cost of the Project is \$562,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$450,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

## 10. Compensation and Payment:

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

Travel expenses are NOT eligible for reimbursement under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Contracts of the Agency:**

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

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

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

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

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

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

**Federal Funded:**

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

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

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

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

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

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

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

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

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

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

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

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

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

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

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

**18. Indemnification and Insurance:**

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

**19. Miscellaneous:**

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

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

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

AGENCY St Johns County Airport  
Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): NORTHEAST FLA REG APT DESIGN & CONSTRUCT FUEL FARM PFL0010970

**B. Project Location** (limits, city, county, map): Northeast Florida Regional Airport/Saint Augustine, FL/Saint Johns

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project at Northeast Florida Regional Airport. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s):**

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

**E. Unallowable Costs** (including but not limited to): Travel related charges

**F. Transit Operating Grant Requirements (Transit Only):**

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

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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438047-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$450,000.00
438047-1-94-24	LF	088719	2024	751000	55.004	Aviation Grant Program	\$112,500.00
<b>Total Financial Assistance</b>							<b>\$562,500.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$450,000.00	\$112,500.00	\$0.00	\$562,500.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$450,000.00</b>	<b>\$112,500.00</b>	<b>\$0.00</b>	<b>\$562,500.00</b>			

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

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

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

Kyle Coffman

Department Grant Manager Name

Signature

Date

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: ) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

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

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

### **C. Agency Authority.**

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

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

#### **1. Accounting System.**

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

#### **2. Good Title.**

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

#### **3. Preserving Rights and Powers.**

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

#### **4. Hazard Removal and Mitigation.**

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

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

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

**12. Economic Nondiscrimination.**

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

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

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

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

**14. Operations and Maintenance.**

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

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

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

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**- End of Exhibit E -**

## EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$450,000

\*The award amount may change with amendments

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

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

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

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