

Saint Johns County Airport Authority

Board Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, October 13, 2025, 4:00 pm

- **Call to Order**
- **Pledge of Allegiance**
- **Roll Call**
- **Elections**
- **Minutes Approval**
 - 07-16-25 Regular Board Meeting
 - 09-08-25 Workshop Meeting
- **Agenda approval**
- **Business Partner Updates**
 - Ms. Ann Taylor, St. Johns County Commission
 - Mr. Vinny Beyers, Atlantic Aviation
 - Mr. Brent McCammon, SAAPA President
 - Mr. Nate McKendrick, Northrup Grumman
 - Mr. Reid Deputy, AOPA
- **Agenda Items:**
Old Business
 1. Hawkeye View Lane Realignment Grant
 2. Executive Director Search
 3. Action Item: Approval of General Counsel Services Contract
 4. Action Item: Board Consideration and Vote – Payment of Legal Expenses (Bidell Firm) Related to State Attorney Investigation
 5. Action Item: Board Consideration and Vote – Payment of Legal Services

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Airport Conference Center, Monday, October 13, 2025, 4:00 pm
(Akerman LLP)

6. Capital Improvement Project: Runway Striping – Board Discussion and Vote

New Business

7. St. Augustine Student Maintenance Training Program Grant
8. Board Policy and Procedures: Consideration of Minutes Format Options
9. Establishment of Indemnification Policy for Authority Officials and Staff
10. Self-Serve Fuel Pit Improvement -Board Discussion, Vote, and Resolution

- Staff Reports
 - Mr. Courtney Pittman, Interim Executive Director
 - T-Hangar Construction Project
 - T-Hangar Inspection
 - Florida Job Growth Grant Fund
 - FAA 139 Audit
 - Mr. Chris Walker, General Counsel/ Jeffrey Kempf, Deputy General Counsel
 - Mr. Chad Roberts, Aviation Attorney
- Board member Comments and Reports
 - Ms. Michelle Cash-Chapman
 - Mr. Jerry Dedge
 - Mr. Mario Dipola

Saint Johns County Airport Authority

Board Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, October 13, 2025, 4:00 pm

- Ms. Jennifer Liotta
- Mr. Nick Primrose
- Public Comments – General
 - Three minutes per speaker at the discretion of the Chair
 - Address matters that reasonably may need the attention of the Authority
 - No personal, impertinent, or slanderous remarks or boisterous behavior
 - Address Authority as a body, not individual members or staff
 - Refrain from making a demand for an immediate response from the Authority
- Next meeting
 - Second Public Hearing, Budget FY 25-26, Wednesday, October 15, 2025, 8:30 AM
 - Regular Meeting, Monday, November 2025, TBD,
- Adjournment

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00013

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Hawkeye View Lane Realignment Grant

I. Purpose

To request Board approval of the Hawkeye View Lane Realignment Project and authorization for the Interim Executive Director to execute the accompanying Public Transportation Grant Agreement (PTGA) and adopt a resolution with the Florida Department of Transportation (FDOT).

II. Background

Hawkeye View Lane serves as a key access roadway within the Airport's northwestern landside infrastructure, providing access to both aeronautical and non-aeronautical facilities. The current alignment presents safety and traffic flow limitations, constraining future development potential.

The FDOT Five-Year Work Program identified this realignment as a priority initiative to improve access, enhance safety, and position the Airport for future expansion. FDOT has awarded the Airport Authority a Public Transportation Grant Agreement (PTGA) totaling \$5,000,000, structured as an 80/20 funding split, with \$4,000,000 from FDOT and \$1,000,000 from local matching funds.

This project also serves as the precursor and enabling phase for the forthcoming Florida Job Growth Grant Fund Project, which will extend sewer, water, and related utility infrastructure to the east side of the Airport. Together, these coordinated initiatives advance the Authority's long-term strategic infrastructure plan, fostering economic development, job creation, and aviation industry growth.

III. Current Situation

Preliminary design and coordination have been completed with FDOT District 2 and the Airport's engineering consultant, Passero Associates. The project design and cost estimates have been validated as consistent with FDOT standards and the Airport's approved Airport Layout Plan (ALP).

Execution of the PTGA and the accompanying resolution is required to authorize the construction phase. FDOT has requested the Board's formal adoption of the resolution to confirm the Authority's matching commitment and administrative oversight responsibilities.

The \$1,000,000 local match will be funded through the Airport Authority's invested operating reserves. No borrowing or reallocation of operating funds will be necessary.

IV. Options / Considerations

Option 1 – Approve the PTGA and Authorizing Resolution (Recommended):

Authorize execution of the FDOT grant and Board resolution to proceed with construction.

Pros: Secures \$4,000,000 in FDOT funding; advances critical infrastructure; improves roadway safety; supports subsequent Florida Job Growth Grant Fund improvements.

Cons: Commits \$1,000,000 in invested reserves as the local match.

Option 2 – Defer Approval:

Delay action pending additional review.

Pros: Provides more time for evaluation, if desired.

Cons: Risk of delay in FDOT processing and coordination with the Florida Job Growth Grant Fund schedule.

Option 3 – Decline Participation:

Decline execution of the PTGA.

Pros: Avoids immediate expenditure of local funds.

Cons: Forfeits \$4,000,000 in state funding; halts progress on a key infrastructure project; disrupts sequencing with the Job Growth Grant Fund project.

V. Staff Recommendation

Staff recommend Board approval of the Hawkeye View Lane Realignment Project, execution of the FDOT PTGA, and adoption of the accompanying resolution authorizing the Interim Executive Director to execute all necessary documents.

Rationale:

Approval of this project leverages \$4,000,000 in FDOT grant funds, strengthens safety and access to key airfield facilities, and positions the Authority for successful implementation of the Florida Job Growth Grant Fund infrastructure phase, delivering long-term operational and economic benefits to the community.

VI. Next Steps

1. Execute the PTGA and adopt a resolution upon Board approval.
 2. Submit executed documents to FDOT District 2 for grant activation.
 3. Proceed with construction procurement in coordination with FDOT and Passero Associates.
 4. Integrate the project timeline with the Florida Job Growth Grant Fund initiative to ensure seamless sequencing of utility infrastructure.
 5. Provide monthly progress reports to the Board throughout the design and construction phases.
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VII. Attachments

- FDOT Public Transportation Grant Agreement (PTGA)
- Draft Resolution Authorizing Execution
- Project Summary and Cost Estimate
- Florida Job Growth Grant Fund Infrastructure Overview

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Financial Project Number(s): (item-segment-phase-sequence) 435026-3-94-26	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF591163738001	FLAIR Category: 088809
Contract Number:	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.014			
CSFA Title: Intermodal 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) 341.053, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design & Construct Realignment of Hawkeye View Ln at Northeast Florida Regional Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☒ *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, 2028. 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 \$2,500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,000,000 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

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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 15% 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

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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 no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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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

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 no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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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. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- 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 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

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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 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.

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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.
- 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

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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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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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 FL REG APT DESIGN & CONST REALIGNMENT OF HAWKEYE VIEW LN PFL0013536

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, surface preparation, pavement, drainage, markings, signage, lighting and communications systems (conduits, fixtures, etc.), landscaping, fencing, access control, and security systems, including all materials, equipment, labor, and incidentals required to complete the roadway project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): NE FL REG APT DESIGN & CONST REALIGNMENT OF HAWKEYE VIEW LN PFL0013536

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.



200' 0 100 200

CONCEPTUAL

St. Augustine-St. Johns
County Airport Authority
4706 US 1 North
St. Augustine, FL 32085



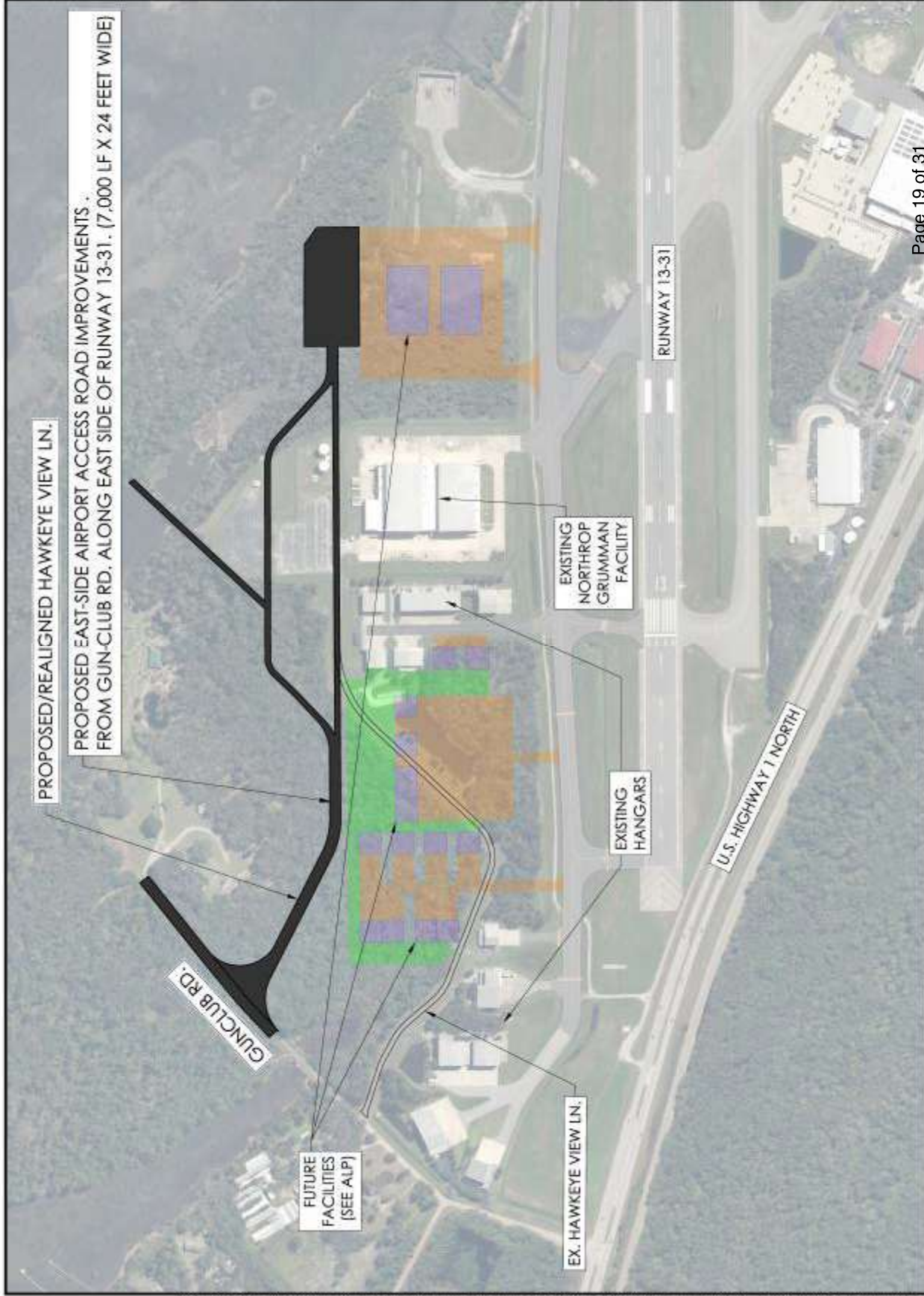
Passero Associates
10000 N. US 1, Suite 100
St. Augustine, FL 32085
Phone: 321.281.1111
Fax: 321.281.1112
Email: info@passero.com
Website: www.passero.com

**PROJECT
SKETCH
EAST AIRPORT
ACCESS ROAD
REALIGNMENT**

Northeast Florida
Regional Airport
Project No.
23000081.XXXX

SK-1

March 2021



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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
435026-3-94-26	DDR	088809	2026	751000	55.014	Intermodal Program	\$2,000,000.00
435026-3-94-26	LF	088809	2026	751000	55.014	Intermodal Program	\$500,000.00
Total Financial Assistance							\$2,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,000,000.00	\$500,000.00	\$0.00	\$2,500,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,000,000.00	\$500,000.00	\$0.00	\$2,500,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

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.

Victoria Kutney

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****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, Victoria Kutney (email: victoria.kutney@dot.state.fl.us) 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.

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- 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

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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 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,

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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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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

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – INTERMODAL ACCESS**

The Program Specific Terms and Conditions - Intermodal Access, are to be used for capacity projects only, such as: intermodal studies (feasibility, preliminary design and engineering); fixed guide-way systems; capacity road and capacity rail projects that are designed to terminate at major modal facilities (airports, seaports, railroad and transit terminals, etc.); intermodal and multi-modal transportation terminals; development of dedicated bus lanes; or public projects that otherwise facilitate the intermodal movement of people and goods.

A. General.

1. These assurances 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 the intermodal system.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. 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, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. 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, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. 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.

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2. 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.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - c. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - d. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - e. Establish a Project account for the purchase of the land.
 - f. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for intermodal purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency will reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease intermodal property, facilities or equipment for intermodal-compatible purposes in the regular course of business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

-- End of Exhibit E --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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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: Intermodal Program

CSFA Number: 55.014

***Award Amount:** \$2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.014 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 55.014 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>

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00014

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Executive Director Search

I. Purpose

To present the Board with a framework and options for initiating a formal Executive Director Search Process and to obtain direction on the preferred approach, including whether to engage a professional recruitment firm, establish a Board selection committee, or conduct the process internally.

II. Background

The Airport Authority has operated under an Interim Executive Director structure since July 2023. This temporary designation was implemented to ensure continuity of operations during a period of organizational transition and to allow for ongoing stabilization of administrative, financial, and compliance functions.

As the Airport continues to advance key strategic initiatives, including the Hawkeye View Lane Realignment Project, Florida Job Growth Grant Fund infrastructure phase, and ongoing FAA and FDOT compliance work, it is appropriate for the Board to determine the process and timeline for filling the permanent Executive Director position.

The establishment of a transparent and well-structured recruitment process will ensure the Authority identifies a qualified leader aligned with its operational, financial, and community objectives.

III. Current Situation

The Authority does not currently possess an adopted policy or formal procedure for executive-level recruitment or succession planning.

Potential areas of Board consideration include:

- Determining whether to open a public recruitment process or evaluate internal candidates first.

- Establishing evaluation criteria (e.g., FAA/FDOT experience, airport management certification, public agency leadership, strategic development track record).
- Deciding whether to appoint a Board subcommittee to oversee recruitment and interviews.
- Engaging an executive search firm with aviation or public-sector experience to ensure a broad and competitive candidate pool.

The Florida Sunshine Law requires that deliberations regarding hiring decisions be conducted in a publicly noticed meeting; however, confidential review processes may apply during background and reference verification stages per statutory allowances.

IV. Options / Considerations

Option 1 – Engage an Executive Search Firm (Recommended):

Issue an RFQ or direct solicitation for professional recruitment services specializing in airport or public-sector executive placements.

Pros: Provides professional vetting, structured evaluation, and broader candidate outreach.

Cons: Adds recruitment cost (estimated \$15,000–\$25,000).

Option 2 – Establish a Board Search Committee:

Form a committee of two or three Board members to guide the process, supported by staff for administrative logistics.

Pros: Maintains Board control and transparency; minimal cost.

Cons: May limit the candidate pool and place an administrative burden on staff.

Option 3 – Internal Process / Promotion Consideration:

Review existing internal leadership capacity before opening external recruitment.

Pros: Retains institutional knowledge and continuity.

Cons: May be perceived as less competitive or transparent; limited candidate diversity.

V. Staff Recommendation

Staff recommends that the Board authorize initiation of a formal Executive Director search through the engagement of a professional recruitment firm experienced in airport or special district leadership placements.

Rationale:

A structured and impartial recruitment process ensures the Airport Authority secures a candidate with the necessary technical, administrative, and leadership expertise to guide the Airport's next growth phase while maintaining compliance with FAA, FDOT, and Florida statutory requirements.

VI. Next Steps

1. Board discussion and selection of preferred search approach.
2. If approved, staff will prepare a Request for Qualifications (RFQ) or solicitation for search firm services.
3. Define the selection timeline and key milestones (advertising, interviews, finalist selection).
4. Coordinate with legal counsel to ensure compliance with Sunshine Law during recruitment.
5. Provide monthly progress updates to the Board until final appointment.

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00015

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Approval of General Counsel Services – Lippes Mathias LLP

I. Purpose

To present for Board approval the General Counsel Services with Lippes Mathias LLP, the law firm previously selected and approved by the Board to serve as General Counsel for the St. Johns County Airport Authority.

II. Background

At a prior meeting, the Board of Directors voted to select Lippes Mathias LLP as the Airport Authority's General Counsel following a competitive and transparent procurement process. The firm was chosen based on its extensive experience representing airports, special districts, and public-sector entities throughout Florida, as well as its demonstrated expertise in governance, real estate, contracts, and regulatory compliance.

Subsequent to the Board's selection, the Interim Executive Director executed an engagement letter with Lippes Mathias LLP to ensure continuity of legal representation during the transition period. That engagement provided for immediate access to counsel for pending and ongoing legal matters, including compliance issues, contractual negotiations, and coordination with state and federal partners.

The next procedural step is to formally approve General Counsel Services, which outlines the full scope of work, rates, and terms of engagement consistent with the initial proposal and procurement documentation.

III. Current Situation

Lippes Mathias LLP has been providing ongoing legal services under the engagement letter authorized by the Interim Executive Director. The firm has reviewed and supported various operational and compliance matters, including FAA and FDOT grant guidance, governance document review, and Sunshine Law compliance.

The General Counsel Services Contract now formalizes this relationship by memorializing terms consistent with Florida procurement standards and the Board's prior approval.

Board action is required to approve and ratify the General Counsel Services Contract, thereby reaffirming the Authority's commitment to the selected firm and authorizing continued representation under a formally executed agreement.

IV. Options / Considerations

Option 1 – Approve General Counsel Services (Recommended):

Formally approve and ratify the engagement with Lippes Mathias LLP.

Pros: Confirms compliance with prior Board authorization; ensures legal continuity; establishes clear contractual terms.

Cons: Commits the Authority under a new multi-year agreement.

Option 2 – Defer Approval:

Delay formal approval pending additional review.

Pros: Provides additional review time if desired.

Cons: Creates uncertainty in legal representation and delays contract finalization.

Option 3 – Reconsider Procurement:

Revisit or reopen the solicitation process.

Pros: Reassesses options.

Cons: Conflicts with prior Board vote; risks disruption of legal services and noncompliance with procurement integrity.

V. Staff Recommendation

The staff recommends that the Board approve and ratify General Counsel Services with Lippes Mathias LLP and authorizes the Interim Executive Director to execute all necessary documents on behalf of the Authority.

Rationale:

This action finalizes a Board-approved selection, ensures continuity of legal services, and aligns the Authority's governance and compliance functions under a formal, transparent agreement consistent with Florida law and the Authority's procurement policy.

VI. Next Steps

1. Board approval and ratification of General Counsel Services.

2. Execution of the final contract by the Interim Executive Director.
 3. Provide notice of formal contract execution to Lippes Mathias LLP.
 4. Establish reporting and communication protocols for monthly legal updates and billing oversight.
-

VII. Attachments

- Engagement Letter (Executed)



June 23, 2025

VIA E-MAIL ONLY

St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, FL 32095
Attn: Courtney K. Pittman, Interim Executive Director
to: ckp@sgj-airport.com

Re: Engagement Letter and Terms and Conditions

Dear Mr. Pittman:

We are excited about the opportunity to work with you and very much appreciate your business. We will work hard to justify your confidence in our firm and we encourage you to call if you have any questions or comments in the course of our representation. Please excuse the formality of this letter, however the Florida Bar strongly encourages that we send you this letter to clarify the terms of our representation and our fee structure.

Pursuant to the Request for Qualifications for Legal Services put forth by the St. Johns County Airport Authority, we will be engaged to represent the St. Johns County Airport Authority with the following matters:

1. See Exhibit A attached hereto.

Our fees will be based on our *discounted* hourly fees as set forth in our accepted Qualifications for Legal Services (see Exhibit B attached hereto) and as documented here, and the rate will depend on the rate assigned to each applicable attorney or paralegal working on your matters. Currently, those rates are \$165.00 per hour for paralegals, \$305.00 per hour for associate attorneys, \$395 for counsel/senior associate attorneys, and \$425 for partners. In an effort to reduce legal fees, work will be assigned to attorneys with lower billing rates where appropriate and consistent with proper representation. If appropriate, we

In addition to our fees, we will require payment or reimbursement for costs and expenses incurred in the course of our representation.

Enclosed is a statement entitled "Standard Terms of Engagement for Legal Services" setting forth additional terms relating to our representation.

Please indicate your acceptance of the terms of our representation by executing the enclosed copy of this letter in the space provided below and return it to our office.

We are pleased to have this opportunity to represent you and look forward to a long and mutually rewarding relationship.

Christopher A. Walker | Partner | cwalker@lippes.com

10151 Deerwood Park Blvd., Bldg. 300, Suite 300, Jacksonville, FL 32256 Phone: 904.660.0020 Fax: 904.660.0029 lippes.com



Best Regards,

LIPPES MATHIAS LLP

Christopher A. Walker

READ AND AGREED TO:

St. Johns County Airport Authority

By: Courtney Pittman
Its: Interim Executive Director

Dated: 6/25/2025

cc: Jeffrey W. Kempf (via email at jkempf@lippes.com)
Cindy Laquidara (via email at cindy.laquidara@akerman.com)

Enclosure

Statement of Standard Terms of Engagement for Legal Services



EXHIBIT A

SCOPE OF REPRESENTATION

II. Services of General Counsel:

The attorney or firm of attorneys selected will be required to perform the following services:

- A. Provide advice and recommendations to the Authority and its Board regarding procedures and law, including Florida's Sunshine and Public Records laws (F.S. 286.001 etseq. and 119.001 etseq.).
- B. Oversee the assignment and management of all legal matters, including consultation with all outside counsel, as needed.
- C. Attend and provide advice and counsel as requested at the Authority's Board meetings and workshops, including as to matters of parliamentary procedure.
- D. Attend as requested or as necessary and provide oversight and coordination of the Authority's committee meetings, including meetings regarding establishing and reviewing board meeting agendas and reviewing input and updates from outside counsel on legal matters
- E. Oversight of and recommendations related to claims and litigation involving the Authority or as to which the Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement.
- F. Undertake special projects and strategic initiatives as requested by the Authority.
- G. Serve as teammate and liaison between Authority staff and the Authority Board as to all matters requiring legal perspective.
- H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

Excluded from the above base representation would be matters of the Authority involving litigation before State and Federal Courts and administrative agencies not concerning the eviction of residential tenants and representation in real estate closings, or matters pertaining to FAA regulation or representation of the Authority before the FAA. Such items would be negotiated on a case-by-case basis with the Authority. Also, all costs would be invoiced separately and would include such items as long distance telephone charges, copying charges, filing fees, and recording charges as may be applicable. Such invoices will be rendered monthly.



EXHIBIT B

FEEES

Fee Proposal

Standard Fees

Our standard discounted hourly billing rates are \$425 for partners, \$395 for counsel/senior associates, and \$305 for associates. Paralegals are billed at \$165/hour. No charges for legal assistants. The client is responsible for out-of-pocket costs, fees, and expenses for overnight, postages, etc. No print charges or phone charges. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the charges for copying documents for retention in our files. These disbursements and others will also be billed monthly. Prior to the engagement of any independent consultant or experts, we will notify you of our recommendations to retain such an independent consultant or expert and obtain your approval prior to incurring any costs for such a purpose.

Billing Practices

Lippes Mathias bills on an hourly basis, with all fees due net 30 days from the invoice date. Travel time is not billed unless travel exceeds two (2) hours from the firm's office. In such instances, the firm charges only the federal mileage reimbursement rate for travel, along with a flat travel time rate of \$50 per hour, regardless of the number of attorneys traveling (i.e., the \$50/hour rate applies per trip, not per attorney).

Lippes Mathias proposes a monthly retainer of \$15,000, to be applied against hourly legal fees incurred. All time worked during the month will be billed against the retainer, and a monthly true-up will occur as follows:

- If the total fees incurred exceed \$15,000 in a given month, the retainer will be replenished to \$15,000 and any amount in excess will be separately invoiced and due upon receipt.
- If the fees incurred are less than \$15,000, the retainer will simply be replenished to the full \$15,000 amount for the following month.

This structure ensures continuity of service, efficient monthly reconciliation, and predictability in budgeting for ongoing legal representation



LIPPES MATHIAS LLP

STATEMENT OF STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

1. **Understanding**

We are pleased that you have selected our Firm to represent you in connection with the legal services you require. Experience has shown that our relationship with you will be stronger if we proceed with a mutual understanding about our services, our charges and their payment. Unless the engagement letter or retainer agreement relating to the particular matter for which we have been retained to represent you specifically alters these arrangements, the terms of this Statement will apply to our representation. These terms will also apply to all future matters in which we represent, advise, or counsel you, unless expressly changed in a subsequent engagement letter or retainer agreement.

2. **Scope of Representation**

Our representation is limited to the person or entity named in the engagement letter or retainer agreement, even though in certain instances the payment of our fees may be the responsibility of others. The firm's professional responsibilities are owed only to the person or entity that is the named client of the firm, and there is no attorney-client relationship between the firm and any related person or entity. Notwithstanding the foregoing, in certain instances, the engagement letter or retainer agreement for a particular matter may require, or, the law may require, a principal, shareholder, officer, member, partner, joint venturer, insurer, or other responsible person affiliated with or employed by any such entity to be responsible, or co-responsible, to pay the firm's fees, expenses and disbursements. For example, in the event of the representation of a minor, a conservatee, an alleged incompetent person, or a judicially declared incompetent, the firm may require a parent, guardian, conservator, trustee, beneficiary, or other responsible person to be responsible to pay the firm's fees, expenses and disbursements.

You are engaging us to provide legal services, advice, or counsel in connection with the specific representation set forth in the engagement letter or retainer agreement. After completion of the representation, changes may occur in applicable laws, rules or regulations that could affect or impact your future rights and liabilities. We will have no obligation to represent, advise or counsel you with respect to the legal impact of such changes or their impact, unless we are specifically re-engaged by you for that purpose. Significant transactional or litigation matters will fall outside the scope of this retainer agreement.

3. **Conflicts**

The firm represents many different clients on a wide variety of legal matters. The firm wishes to be able to consider the representation of other persons who may be competitors in your industry, or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met. Other than as consented to by you in writing, during the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests.



4. Fees

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the Florida State Bar Association Rules of Professional Conduct. Such fees will be based primarily on hourly attorney billing rates which differ depending generally on the attorney's experience and years of practice. The firm adjusts hourly billing rates periodically to reflect current levels of legal experience, changes in our operating costs and other factors. The firm may also adjust the charges upward, based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, assumed or undertaken, the result achieved (i.e., the benefit to the client), the customary fees for similar legal services, the time constraints imposed upon us by the client for the completion of the work or representation, and other customary factors or circumstances. Although the firm may, from time to time, for a client's convenience, furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and developments, and are not binding on the firm.

The time for which a client will be charged includes, without limitation, telephone and office conferences with a client, other attorneys, witnesses, expert witnesses, consultants, service providers, investigators, court personnel, and others, conferences among our legal personnel, factual investigation, legal research, responding to clients' inquiries, responding to clients' requests for us to provide information to their auditors or accountants in connection with reviews or audits of financial statements, drafting of letters, pleadings, subpoenas, affidavits, notices, demands, briefs, memoranda of law, or other documents, travel time, waiting time in court, time in court or in trial, hearings, mediations, arbitrations, or arguing appeals, and time in depositions or other discovery proceedings, such as but not limited to inspections of documents.

In an effort to reduce legal fees, work will be assigned to attorneys or paralegals with lower billing rates where appropriate and consistent with proper representation.

5. Obligation to Cooperate

You agree to cooperate fully with the law firm, respond to our requests for information from you, and to keep the law firm advised of your current contact information at all times.

6. Invoices

Except as otherwise agreed in writing, invoices are typically rendered monthly to reflect work performed in the previous month, as well as disbursements and expenses incurred on your behalf or in the ordinary course of the representation.

In addition to our fees, we will be entitled to advance payment of, or reimbursement for, costs and expenses incurred in performing or obtaining services such as photocopying, messenger and delivery service, stenographic services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance facsimile, court costs and filing fees, expert analysis and/or testimony, or any other services as may be needful or desirable in the performance of our representation of you. Certain of such items may be charged at more than our direct costs to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to, the client, or, we may require that the client pay for the same in advance or directly to the vendor.



We also may make separate charges for computerized legal research (such as "Lexis" or "Westlaw"), as use of such systems substantially reduces attorney research time, and thus assists in controlling the cost to you. You may also be charged for necessary overtime and associated charges for secretarial or word processing time.

7. Payment

Fees and expenses will be billed monthly and are payable upon presentation and, in any event, not later than thirty (30) days after the date of our invoice. If we do not receive questions about the invoice promptly after receipt, it will be assumed that you have examined the invoice and found it in good order and satisfactory with respect to the fees and disbursements invoiced. We expect prompt payment. Invoices unpaid after thirty (30) days will be subject to a late charge of 1.5% per month (18% per year) on the unpaid balance commencing from the date of the invoice until paid. Payments should be made in checks or drafts payable to the order of "Lippes Mathias LLP." Any checks or drafts which are returned unpaid or marked "insufficient funds" will be treated, for purposes of this and the next paragraph, as if no payment had been tendered or made at all. We reserve the right to postpone or defer providing legal services or to discontinue our representation if billed amounts are not paid when due.

8. Delinquent Invoices

We have collection procedures which we will follow to ensure that a client's account is paid promptly. If it becomes necessary to utilize these collection procedures in order to collect payment of a delinquent invoice or invoices, the client will be obligated to pay our reasonable attorneys' fees, court costs and other disbursements incurred by us. In the event invoices are not timely paid, and to the extent that our legal services are related to a real property matter, we reserve the right to file liens in the public records against said real property.

9. Advance Fee

If set forth in the cover letter, you have agreed to pay an advance fee. The advance fee is an estimate of the fees and costs likely to be incurred during a two-month period. Advance fees will be deposited into the firm's trust account and are applied toward fees and costs as they are incurred. Regular statements will be sent to report fees and costs expended on your behalf and to request that you replenish the advance fee. The balance of the advance fee will be refunded to you at the end of representation. If the advance fee proves insufficient to cover current expenses and fees on at least a two-month basis, you agree to replenish the advance.

You agree to pay the balance within twenty (20) days from the date of the statement notifying you of payment due. If payment is not timely made upon an unpaid balance, there may be a FINANCE CHARGE. Continued non-payment gives us the right to withdraw as your attorneys. If you continue not to pay invoices, the firm will withdraw from representing you or will seek court approval to withdraw from representing you if a case has been filed.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified monthly of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.



All nominal or short-term funds belonging to clients or third persons, including advance fees, are required by rule to be placed in a pooled, interest bearing trust account benefiting the Interest on Trust Accounts (IOTA) program. By court rule, interest earned on the IOTA account is allocated annually to the three uses for IOTA funds approved by the Florida Supreme Court – legal assistance for the poor, improvements in the administration of justice, and law student assistance.

If the trust deposit is neither nominal nor short term, the firm will hold the funds in an interest-bearing trust account in which the interest accrues to the benefit of the beneficial owner of the funds. Interest earned on these funds will be added to the existing trust deposit in this separate account. In determining whether a client's or third person's funds can earn income in excess of costs to secure the income, we shall consider the following factors:

- (1) The amount of the funds to be deposited;
- (2) The expected duration of the deposit, including the likelihood of delay in the matter for which the funds are held;
- (3) The rates of interest or yield at eligible institutions where the funds are to be deposited;
- (4) The cost of establishing and administering non-IOTA accounts for the client's or third person's benefit, including service charges, the costs of the lawyer's services, and the costs of preparing any tax reports required for income accruing to the client's or third person's benefit;
- (5) The capability of eligible institutions, lawyers or law firms to calculate and pay income to individual clients or third persons;
- (6) Any other circumstances that affect the ability of the client's or third person's funds to earn income for the client or third person in excess of the costs incurred to secure such income.

10. Work Assignments

The firm retains the discretion, consistent with our professional obligations, to assign your work to firm lawyers, paralegals, law clerks and support staff as it sees fit, whether for the sake of efficiency, to accomplish cost savings, or for any other reason as it deems needful or desirable. However, the client will, at all times, be apprised of the identity of the attorney primarily responsible for his or her representation or matter and such responsible attorney will be available to discuss the representation, matter, or use of other personnel with you upon request.

Should you have any concerns about the staffing or handling of your matter, please bring them to the attention of the responsible attorney promptly.

11. Federal Tax Advice

Federal tax regulations now provide that a taxpayer may not rely on any written advice for the avoidance of federal tax penalties or for promoting a strategy or investment unless the advice complies with formal and extensive rules. Because the amount of time and effort, and therefore the expense to the client, of writing a formal tax opinion will generally far exceed the benefit to a client, we believe that it is neither sensible nor cost effective to our clients for us to routinely structure any written advice regarding federal taxes in accordance with these regulations. Therefore, any written communication from a member of this firm regarding a federal tax issue, unless expressly stated otherwise in such communication, is not intended or written to be used, and cannot be used, for the purpose of avoiding federal tax penalties, or for promoting, marketing or recommending to any other party any matters addressed therein.



12. Document Retention Policy

Upon termination of the representation, we will return to you any of your documents or other property that you request be returned. Any documents or other property that you do not request be returned will be retained for a period of time or destroyed or otherwise disposed of in accordance with our usual and standard document retention practices. For various reasons, including avoiding unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents, file materials, or other property the return of which is not requested by you. Any otherwise non-public information that you have supplied that is retained by us will be kept confidential as required by or in accordance with applicable rules of professional responsibility.

13. Questions

If you have any questions or are unclear about any aspect of our arrangements or representation, please discuss your questions or concerns as soon as possible with the attorney primarily responsible for your representation or matter. It is important to both you and the firm that we proceed with our services to you on a mutually clear and satisfactory basis.

14. Client's Right to Terminate

A client shall have the right at any time to terminate our services and representation if the firm receives such request in writing. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client.

15. Attorney's Right to Decline or Withdraw From Representation

We reserve the right to decline representation. We reserve the right to withdraw from our representation if, among other things, the client deliberately disregards or, after request, fails to honor the terms of engagement letter or retainer agreement, including but not limited to, those terms pertaining to payment of the firm's fees, disbursements or expenses; the client insists upon taking action with which the lawyer has a fundamental disagreement; the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law; the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out the engagement effectively; the client requests the firm, or any member thereof, to commit, aid, abet, or abide a criminal or unlawful act or omission, or to violate any of the rules of professional responsibility applicable to lawyers; the lawyer's inability to work with co-counsel (from outside the firm) indicates that the best interest of the client likely will be served by withdrawal; the client knowingly and freely assents to termination of, or the firm's withdrawal from, the engagement; the lawyer's mental or physical condition renders it difficult for the lawyer to carry out the representation effectively; or, the existence of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical, or, if necessary, would, in the view of the court or other tribunal before which the client's matter is pending, constitute good cause for withdrawal.

If we elect to withdraw or are granted permission by a court or other tribunal to withdraw, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any



documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

We are providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully. If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney with this firm may not refuse to represent you because of race, creed, color, sex, sexual orientation, national origin or disability. You are entitled to expect that your attorney will be capable of handling your case; showing you courtesy and consideration at all times; representing you zealously; and preserving your confidences and secrets that are revealed in the course of the attorney-client relationship.

You are entitled to a written retainer agreement, which sets forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions orally represented to you. You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory. Your attorney may not request a fee that is contingent on the securing of a divorce, resolution of a criminal matter, or certain other actions. You are entitled to know the approximate number of attorneys and other legal staff members who may be working on your case at any given time and what you will be charged for the services of each. You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent. At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case.

You are entitled to receive a written itemized bill on a regular basis. You are expected to review the itemized bills sent by the firm, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney and to provide all relevant information and documentation to enable him or her to competently prepare your case. You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the court or your adversary.

You have the right to be notified of and attend court conferences unless a judge orders otherwise. You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.



Should your attorney seek to withdraw from the representation, or should you discharge your attorney for any reason, you have the right to obtain the release of your file. If an action is pending, the court may give your attorney a “charging lien,” which entitles your attorney to payment for services already rendered at the end of the case out of any proceeds of your judgment. If no action is pending and your withdrawing attorney retains possession of the file, the attorney must return it within 30 days of withdrawal, but may then commence proceedings against you to recover any unpaid fee.

You are under no legal obligation to sign a note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney’s written retainer agreement must specify whether, and under what circumstances, such security may be requested.

You are entitled to have your attorney’s best efforts exerted on your behalf, but no particular results can ever be guaranteed. If at any time you believe that your attorney has engaged in unethical conduct, you can report the matter to The Florida Bar which oversees lawyer conduct. Their phone number is (800) 342-8060.

In the event of a fee dispute, you have the right to seek arbitration, the results of which are binding. Upon your request, The Florida Bar will provide you with the necessary information in the event of a fee dispute.

Thank you,

LIPPES MATHIAS LLP

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00016

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Board Consideration and Vote – Payment of Legal Expenses (Bidell Firm) Related to State Attorney Investigation

I. Purpose

To present for Board consideration and vote the payment of legal expenses to the Bidell Firm, which provided legal representation to the Interim Executive Director in connection with the State Attorney's Office investigation involving alleged Sunshine Law violations concerning members of the Airport Authority Board.

II. Background

During the course of the State Attorney's Office investigation, the Interim Executive Director was contacted to participate in discussions and provide factual clarification on the matter.

To ensure appropriate representation and compliance with applicable legal protocols, the Interim Executive Director retained the Bidell Firm for limited legal counsel. The representation focused solely on ensuring accurate communication, procedural adherence, and institutional transparency during the inquiry process.

The Bidell Firm's involvement supported the Authority's broader objective of maintaining full cooperation with investigative authorities while protecting the integrity of the organization. Upon conclusion of the matter, the firm submitted invoices for professional services rendered, which now require Board action to authorize payment.

III. Current Situation

The Bidell Firm has submitted invoices documenting services provided in connection with the State Attorney's Office investigation and the representation of the Interim Executive Director in her official capacity.

These invoices have been reviewed by staff and counsel to verify their connection to official Authority business and compliance-related matters. Approval of payment by the Board is

necessary to close out the Authority's financial obligation in accordance with its governance and financial management policies.

IV. Options / Considerations

Option 1 – Approve Payment of Legal Expenses (Recommended):

Authorize payment to the Bidell Firm for verified legal services provided to the Interim Executive Director in connection with the State Attorney investigation.

Pros: Satisfies outstanding financial obligations; reinforces organizational transparency and compliance; formally closes the matter.

Cons: Allocates funds to prior legal costs rather than current operations.

Option 2 – Defer Action:

Delay consideration pending further documentation or consultation with General Counsel.

Pros: Allows additional review time, if desired.

Cons: Delays financial closeout and may create administrative uncertainty.

Option 3 – Decline Payment:

Vote not to authorize payment of the submitted invoices.

Pros: Avoids immediate expenditure of funds.

Cons: May create inconsistency in the treatment of authorized legal representation for official duties.

V. Staff Recommendation

The staff recommends that the Board approve payment to the Bidell Firm for legal services provided to the Interim Executive Director in connection with the State Attorney's Office investigation, confirming that the representation supported the Director's role in providing factual clarification regarding the Authority's administrative functions.

Rationale:

Approval ensures procedural consistency, fiscal accountability, and closure of obligations arising from this matter, while reaffirming the Authority's commitment to transparency, compliance, and professional governance.

VI. Next Steps

1. Upon Board approval, process payment to the Bidell Firm in accordance with Authority fiscal procedures.
2. Retain all supporting documentation for audit and public records compliance.

3. Notify the Bidell Firm of payment authorization and administratively close the matter.

VII. Attachments

- Bidell Firm Invoice Summary
- Engagement Documentation (Limited Legal Representation)



Invoice Summary

Courtney Pittman
c.pittman1@gmail.com

MATTER: Courtney Pittman in re: Chapter 119 Exempt

Invoice 90137

August 7, 2025	Hours Worked	Rate	Amount	Balance Forward
				\$20,832.75
Allan F. Brooke II	1.30	\$425.00	\$552.50	
(Discount)	-.60	\$425.00	(\$255.00)	
O. David Barksdale	2.30	\$425.00	\$977.50	
(Discount)	-1.00	\$425.00	(\$425.00)	
<i>Fees and expenses for April 2025</i>	Fees		\$1,530.00	
	Courtesy discount		\$680.00	
	Expenses		\$0.00	
	Subtotal		\$850.00	
			TOTAL DUE	\$21,682.75

NOTE: This invoice summary is provided in order to protect the privileged and confidential information included in the detailed invoice, for which the attorney-client and attorney work product privileges are asserted. The disclosure of this Invoice Summary is not intended to constitute the waiver of any privilege or right of confidentiality.

BEDELL

Bedell, Dittmar, DeVault, Pillans & Cox, P.A., 101 East Adams Street, Jacksonville, FL 32202 - 904 353-0211 T - 904 353-9307 F - www.bedellfirm.com

Henry M. Coxe III
Allan F. Brooke II
R.H. Farnell II
O. David Barksdale
Brian T. Coughlin
Michael E. Lockamy
John G. Woodlee
R. Troy Smith
Lidija I. Barauskas
Sarah R. Niss



Bedell, Dittmar, DeVault,
Pillans & Coxe, P.A.
Attorneys at Law

The Bedell Building
101 East Adams Street
Jacksonville, Florida 32202

(904) 353-0211 phone

www.bedellfirm.com

March 18, 2025

Privileged:
Attorney-Client Communication

Via Hand Delivery:

Mr. Courtney Pittman

Re: Engagement Agreement

Dear Mr. Pittman:

This letter is to confirm that this firm is willing to represent you.

I write to confirm the terms of our retention as counsel because experience has shown us that the attorney/client relationship tends to work best when there is an early mutual understanding about matters such as the firm's billing policies, charges and payment terms. The information below describes policies that will apply to the work we will be doing for you.

Scope of Representation

Based on the information we have received from you, we anticipate that this matter will involve representing you regarding any law enforcement investigation related to the St. Johns County Airport Authority. We understand that the St. Johns County Airport Authority will be responsible for our fees and expenses only so long as you are not found to have committed any criminal or civil law violations. The scope of our representation will be limited to this matter.

Legal Fees

We bill our work on an hourly basis. We attempt to accomplish our work on an efficient basis, using people with a lower billing rate when practicable under the supervision of the lawyer in charge of the project. My hourly billing rate is \$425.00,

Mr. Courtney Pittman
March 18, 2025
Page 2

Al Brooke's is \$425.00, and our paralegals and clerks range between \$160.00 and \$190.00.

Monthly Statements

Our monthly statements will describe on a daily basis the nature and type of work done by each attorney and the amount of time devoted to the matter. The descriptions will include our out-of-pocket expenses and costs incurred on your behalf including expert witness fees, investigator fees, travel costs, delivery charges, postage, electronic research charges and the like.

Payment is due within thirty days of the bill. If you have any questions concerning a statement, we ask that you let us know as soon as possible in order that we may discuss and resolve them.

Other Terms

Either of us can end the representation at any time. In addition, when this matter is concluded or otherwise reaches an end point, we will no longer be your lawyers unless we have agreed to continue to represent you on some other case or matter.

Of course, you know that in matters like this, there can be no guarantees. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any lawyer or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

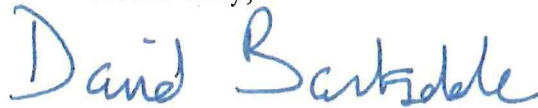
Conclusion

If you find the above to be acceptable, please sign this letter and return it. Should you have any questions concerning our proposed representation, please do not hesitate to call.

Mr. Courtney Pittman
March 18, 2025
Page 3

We look forward to representing you and can assure you the case will receive our close attention and very best efforts.

Yours truly,



David Barksdale

ODB:jsg

The above terms are agreed to and accepted this 19 day of March, 2025.

By: 
Courtney Pittman



Original Image of 957 So.2d 12 (PDF)

957 So.2d 12

District Court of Appeal of Florida, First District.

LEON COUNTY, Florida, a Political
Subdivision of the State of Florida,
Appellant,

v.

STEPHEN S. DOBSON, III, P.A., Appellee.

No. 1D05-4326

|

Jan. 26, 2007.

Synopsis

Background: County commission brought action against county, seeking indemnification for legal fees incurred in successfully defending against criminal charges. The Circuit Court, Leon County, [Michael Miller](#), J., entered judgment in favor of commission. County appealed.

[Holding:] The District Court of Appeal held that commissioner was entitled to reimbursement because charges arose out of or in connection with the performance of his duties.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (3)

[1] [Contracts](#) [Mutuality of Obligation](#)

When a party reserves the option to not perform under a contract, the contract is a nullity.

[2 Cases that cite this headnote](#)

[2] [Municipal, County, and Local Government](#) [Compensation](#) [Public Employment](#) [Litigation expenses](#)

County commissioner was entitled to reimbursement of legal fees incurred in successfully defending against criminal charges that arose out of commissioner's participation in association of counties and, thus, out of or in connection with the performance of his duties as county commissioner, under common law principle of reimbursement of fees to public officials under certain circumstances.

[2 Cases that cite this headnote](#)

[3] [Public Employment](#) [Litigation expenses](#)

The common law doctrine providing that public officials should be reimbursed for fees incurred in successfully defending against unfounded allegations of official misconduct, if charged while performing official duties and serving a public purpose, applies to criminal proceedings.

[2 Cases that cite this headnote](#)

Attorneys and Law Firms

***13** [D. Andrew Byrne](#) of Cooper & Byrne, PLLC, Tallahassee, for Appellant.

[Cynthia S. Tunnickliff](#) and [Ben H. Wilkinson](#) of Pennington, Moore, Wilkinson, Bell & Dunbar, P.A., Tallahassee, for Appellee.

Opinion

PER CURIAM.

Leon County appeals the circuit court's order finding it liable for attorney's fees incurred by Leon County Commissioner Rudy Maloy, who successfully defended himself against criminal charges. Although the circuit court erred in determining that Leon County policy 03-02 constitutes a contract of indemnity for county commissioners, we nevertheless affirm the order. See *Robertson v. State*, 829 So.2d 901, 906 (Fla.2002) ("This longstanding principle of appellate law, sometimes referred to as the 'tipsy coachman' doctrine, allows an appellate court to affirm a trial court that 'reaches the right result, but for the wrong reasons' so long as 'there is any basis which would support the judgment in the record.' " (quoting *Dade County Sch. Bd. v. Radio Station WQBA*, 731 So.2d 638, 644-45 (Fla.1999))). On cross-appeal, we affirm the trial court's denial of attorney's fees incurred in this action. We find no merit to the remaining issues raised by the parties.

^[1] Leon County policy 03-02, section 3 reads:

[T]he Board of County Commissioners of Leon County shall, pursuant to the procedures set forth herein, reimburse present and former County Commissioners and County public officers, and their present and former employees and agents, including appointees of the Board or such officers, for the reasonable attorney's fees and costs that such persons have incurred when they successfully defend or prevail in civil, criminal, and/or ethical investigations and/or actions that arise out of and in connection with their scope of County employment or County function, while acting in their official capacity, and while serving a public purpose. *The Board of*

County Commissioners shall determine if the attorney's fees and costs shall be reimbursed, and if so, in what amount.

(emphasis added). As the underscored language indicates, the Board retains discretion when it comes to reimbursing commissioners for attorney's fees. When a party reserves the option to not perform under a contract, the contract is a nullity. *¹⁴ See *Pan-Am Tobacco Corp. v. Dep't of Corrections*, 471 So.2d 4, 5 (Fla.1984) ("It is basic hornbook law that a contract which is not mutually enforceable is an illusory contract. Where one party retains to itself the option of fulfilling or declining to fulfill its obligations under the contract, there is no valid contract and neither side may be bound." (citations omitted)); see also *Mgmt. Computer Controls, Inc. v. Charles Perry Constr., Inc.*, 743 So.2d 627, 631 (Fla. 1st DCA 1999) (requiring parties to a contract to express an intent to be bound by the terms of a collateral document in order for that document to be incorporated into the contract). Accordingly, the trial court erred in finding that policy 03-02 serves as a contractual indemnity clause.

^[2] ^[3] Although the trial court incorrectly allowed reimbursement of fees under a contractual indemnity theory, the order should be affirmed under Florida's common law principle of reimbursement of fees to public officials under certain circumstances. The circuit judge found "as a matter of undisputed fact and as a matter of law in this particular case that [the county commissioner's] participation in FAC [Florida Association of Counties] arose out of or was in connection with the performance of his duties as a Leon County Commissioner." See *Thornber v. City of Ft. Walton Beach*, 568 So.2d 914 (Fla.1990); see also *Ellison v. Reid*, 397 So.2d 352, 354 (Fla. 1st DCA 1981) ("If a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred by the public officer in successfully defending against unfounded allegations of official misconduct."). This common law doctrine applies to criminal proceedings. See *Lomelo v. City of Sunrise*, 423 So.2d 974, 976 (Fla. 4th DCA 1982).

Although the circuit judge found Maloy's common

law claim barred by the doctrine of sovereign immunity, we have now explained that sovereign immunity does not bar such claims. See *Maloy v. Bd. of County Comm'rs of Leon County*, 946 So.2d 1260 (Fla. 1st DCA 2007) (analyzing interplay of doctrine of sovereign immunity and common law right of public officials to receive legal representation at taxpayer expense in defending themselves against litigation arising out of their official duties and while serving a public purpose). Because the trial court found the county commissioner's actions arose out of his official duties while he served a public purpose, and we do not disagree, the common law entitles the county commissioner to have his legal fees reimbursed by the public. See *Thornber*, 568 So.2d at 917. Accordingly, we affirm the award of attorney's fees.

On cross-appeal, appellee argues the trial court erred in not awarding him attorney's fees for successfully litigating entitlement to

indemnification. We affirm the trial court's denial of fees. See *Am. & Foreign Ins. Co. v. Avis Rent-A-Car Sys., Inc.*, 401 So.2d 855, 858 (Fla. 1st DCA 1981) ("The general rule appears to be that attorney's fees incurred in defense of a claim indemnified against are part of the damages and allowable, but attorney's fees incurred in establishing the right to indemnification are not allowed.").

AFFIRMED.

BARFIELD, ALLEN, and KAHN, JJ., concur.

All Citations

957 So.2d 12, 32 Fla. L. Weekly D307

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00017

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Consideration and Vote – Payment of Legal Services (Akerman LLP)

I. Purpose

To present for Board consideration and vote the payment of legal services to Akerman LLP, which served as the temporary General Counsel for the St. Johns County Airport Authority during the interim period between permanent legal appointments. The remaining balance due to Akerman LLP is \$118,004.00.

II. Background

Following the separation of the Authority's previous legal counsel, the Airport Authority required immediate and qualified legal representation to maintain compliance and operational continuity.

Akerman LLP, a nationally recognized law firm with extensive public-sector and aviation law experience, was retained to serve as the temporary General Counsel. The engagement ensured ongoing legal coverage during a critical period involving governance matters, public records compliance, contracting, and coordination with state and federal agencies.

During their engagement, Akerman LLP provided services that included:

- Legal review of governance and policy matters;
- Support in public records and Sunshine Law compliance;
- Oversight of contract development, procurement, and administrative procedures;
- Coordination with the State Attorney's Office, FDOT, and other external entities; and
- Guidance on operational and regulatory matters requiring legal review.

The firm's temporary engagement concluded upon the Board's subsequent appointment of Lippes Mathias LLP as the Authority's permanent General Counsel.

III. Current Situation

Akerman LLP has submitted final invoices for professional legal services rendered during their engagement period. The remaining balance due is \$118,004.00, which reflects verified legal work performed on behalf of the Authority.

Staff and counsel have reviewed the invoices for accuracy, scope alignment, and consistency with the terms of the temporary engagement. Board action is now required to authorize payment of the outstanding balance, thereby closing the Authority's financial obligations with Akerman LLP.

Approval of this payment will ensure the Authority remains in full compliance with financial management standards and maintains a clear audit record.

IV. Options / Considerations

Option 1 – Approve Payment of Legal Services (Recommended):

Authorize payment to Akerman LLP for verified legal services rendered as temporary General Counsel, totaling \$118,004.00.

Pros: Satisfies all outstanding financial obligations; ensures compliance and transparency; closes the matter administratively.

Cons: Allocates funds to prior legal costs.

Option 2 – Defer Payment:

Postpone action pending further documentation or discussion.

Pros: Allows for additional review, if requested.

Cons: Delays financial reconciliation and may affect vendor relations.

Option 3 – Decline Payment:

Vote not to approve the outstanding payment.

Pros: Avoids immediate expenditure.

Cons: May create legal or reputational risk and conflict with established contractual obligations.

V. Staff Recommendation

Staff recommends that the Board approve payment to Akerman LLP in the amount of \$118,004.00 for legal services rendered during their engagement as temporary General Counsel to the St. Johns County Airport Authority.

Rationale:

Approval of this payment ensures that all contractual and financial obligations to Akerman LLP are fulfilled, supports compliance with audit and procurement standards, and reflects the Authority's commitment to fiscal responsibility and professional governance.

VI. Next Steps

1. Upon Board approval, process payment of \$118,004.00 to Akerman LLP.
2. Retain all supporting documentation for audit and public records compliance.
3. Notify Akerman LLP of payment authorization and formally close out the engagement.

VII. Attachments

- Akerman LLP Invoice Summary
- Engagement Documentation (Temporary General Counsel



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date: September 06, 2025
Invoice No.: 10105500

St. Augustine-St. Johns County Airport Authority
4796 U.S. 1 Highway, North
St. Augustine, FL 32095-5706

Client Name: **St. Augustine-St. Johns County Airport Authority**
Matter Name: **Advice on Local Government Law Issues**
Client/Matter Number: **026698.00457746**

For professional services rendered through August 31, 2025, as summarized below:

Services	\$885.50
Total Due This Invoice	\$885.50
Previous Balance Due (Includes payments received through 09/06/2025)	\$161,027.53
Total Amount Due	\$161,913.03

To ensure proper credit to the above account, please indicate invoice no. 10105500

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o Truist Bank, Charlotte, NC

ABA Number: 061000104

Account Number: 0215252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

Akerman LLP
Client: St. Augustine-St. Johns County Airport
Authority
Matter: Advice on Local Government Law Issues

Invoice Date: September 06, 2025
Invoice Number: 10105500
Matter Number: 026698.00457746

<u>Date</u>	<u>Initials</u>	<u>Services</u>	<u>Hours</u>	<u>Value</u>
4-Aug-25	P C	Compile PRR responses at Lisa Santiago's request and transmit to her.	1.20	535.50
4-Aug-25	CAL	Respond to questions re: Public Records responses; gather documents, internal discussions, and follow up. Reduced to .1 as a professional courtesy to new counsel.	0.10	87.50
11-Aug-25	CAL	Follow up work and coordination.	0.30	262.50
Total Services				\$885.50

Akerman LLP
Client: St. Augustine-St. Johns County Airport
Authority
Matter: Advice on Local Government Law Issues

Invoice Date: September 06, 2025
Invoice Number: 10105500
Matter Number: 026698.00457746

Timekeeper Summary

<u>Initials</u>	<u>Name</u>	<u>Hours</u>	<u>Amount</u>
CAL	C. A. Laquidara	0.40	350.00
P C	P. Cham	<u>1.20</u>	<u>535.50</u>
Total		1.60	\$885.50



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date: September 06, 2025
Invoice No.: 10105500

St. Augustine-St. Johns County Airport Authority
4796 U.S. 1 Highway, North
St. Augustine, FL 32095-5706

Client Name: **St. Augustine-St. Johns County Airport Authority**
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c/o Truist Bank, Charlotte, NC

ABA Number: 061000104

Account Number: 0215252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00020

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Runway Striping Project – Board Discussion and Vote

I. Purpose

To present for Board discussion and vote the Runway Striping Project and to seek authorization for the Interim Executive Director to execute the project under an approved State of Florida contract in the amount of \$264,267.27.

II. Background

The Runway Striping Project is a critical element of ongoing airfield maintenance and operational safety. Regular restriping ensures that all runway and taxiway markings remain visible and compliant with Federal Aviation Administration (FAA) Part 139 standards and Florida Department of Transportation (FDOT) requirements.

The Airport's existing markings have reached the end of their service life, resulting in reduced reflectivity and diminished visibility, particularly during low-light and wet conditions. Reapplication of airfield markings is required to maintain safety, ensure operational efficiency, and preserve full FAA certification compliance.

The project will be executed under an established State of Florida contract, which provides competitive pricing, prequalified vendors, and adherence to public procurement standards.

III. Current Situation

The **Runway Striping Project** will include:

- Cleaning and surface preparation of all runway and taxiway markings;
- Application of FAA-compliant reflective and durable pavement paint;
- Verification of marking accuracy and reflectivity in accordance with FAA Advisory Circular 150/5340-1M (Standards for Airport Markings); and
- Coordination with Airport Operations to minimize service disruptions during implementation.

The total project cost is \$264,267.27, which includes all materials, labor, mobilization, and quality assurance inspections.

Board approval is required to authorize the Interim Executive Director to execute the necessary documents under the State of Florida contract and move forward with the project.

IV. Options / Considerations

Option 1 – Approve the Runway Striping Project (Recommended):

Authorize the Interim Executive Director to proceed with the Runway Striping Project under the State of Florida contract in the amount of \$264,267.27.

Pros: Ensures compliance with FAA/FDOT standards, enhances safety and visibility, and leverages state-approved pricing.

Cons: Commits available maintenance funds to the project.

Option 2 – Defer Approval:

Postpone consideration of the project pending further discussion or review.

Pros: Allows additional evaluation, if desired.

Cons: Could delay implementation and impact FAA Part 139 compliance, potentially resulting in findings during inspection.

Option 3 – Decline Approval:

Opt not to move forward with the project.

Pros: Avoids immediate expenditure.

Cons: Risks further deterioration of markings, reduced visibility, and potential non-compliance with FAA safety standards.

V. Staff Recommendation

Staff recommends that the Board approve the Runway Striping Project and authorize the Interim Executive Director to execute all required documents under the State of Florida contract in the amount of \$264,267.27.

Rationale:

This project is necessary to maintain operational safety, ensure FAA Part 139 compliance, and preserve high-visibility airfield markings. Utilizing the State of Florida contract ensures competitive pricing, quality performance, and timely completion.

Motion:

Motion to approve the Runway Striping Project and authorize the Interim Executive Director to execute all necessary documents under the State of Florida contract in the amount of \$264,267.27.

VI. Next Steps

1. Execute contract documents and coordinate with the State-approved vendor.
2. Schedule work to minimize airfield operational impacts.
3. Monitor project progress and ensure quality assurance per FAA standards.
4. Provide monthly updates to the Board until project completion.

VII. Attachments

- Project Scope and Cost Estimate

/



Florida Airfield Maintenance, JV

3501 Sanford Ave, Sanford, FL 32773

Phone: (321) 439-0311 Fax: (321) 363-4395

Date: 4/1/2025

CUSTOMER
Ethan Coll Operations Supervisor Northeast Florida Regional Airport 4796 US Hwy 1 North St Augustine, 32095

PROJECT
Northeast Florida Regional Airport RWY 13/31 Clean & Restripe DATE: 4/1/2025 FAM Proposal # 25-0012

ITEM No.	DESCRIPTION	UM	QTY	UNIT PRICE	SUBTOTAL
RWY 13/31 Clean & Restripe					
P-101-5-2	Cleaning of Existing Markings	SF	175,023.00	\$0.15	\$26,253.45
P-620-1-1	Runway/Taxiway Painting - White	SF	124,305.00	\$0.27	\$33,562.35
P-620-1-2	Runway/Taxiway Painting - Yellow	SF	13,025.00	\$0.27	\$3,516.75
P-620-1-3	Runway/Taxiway Painting - Black	SF	37,693.00	\$0.30	\$11,307.90
P-620-2-2	Reflective Media - Type III	SF	137,330.00	\$0.70	\$96,131.00
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	137,330.00	\$0.10	\$13,733.00
P-620-3-1-2	Paint Enhancements - Rust Discoloration Formulation	SF	137,330.00	\$0.10	\$13,733.00
P-620-5-2i	Nighttime Marking Work Required Due to Airport Schedule (Clean/Remove/Rubber)	SF	175,023.00	\$0.09	\$15,752.07
P-620-5-2	Nighttime Marking Work Required Due to Airport Schedule (Paint)	SF	175,023.00	\$0.15	\$26,253.45
SUBTOTAL					\$240,242.97
S-105-1-1	MOBILIZATION			10%	\$24,024.30
TOTAL					\$264,267.27

Scope of Work: The airport provided a plan set prepared by Passero Associates dated July 2015. This proposal for RWY 13/31 is to CLEAN and RESTRIPE the RWY markings including centerline skips, edgeline, designations, threshold bars, threshold stripes, aiming points, touchdown zone, arrowheads, arrow with shaftsm decmarcation bars and chevrons. Also included is the TWY centerlines from the RWY edgeline inward. All work to be completed during NIGHTTIME operations. A high capacity clean water source and disposal site to be provided by customer. MOT to be provided by customer.

Specifications: Work shall be completed in accordance with the current FAA Advisory Circular 150/5370 Standards for Specifying Construction of Airports, 150/5340 Standards for Airport Markings, Innovative Pavement Research Foundation IPRF01-G-002-05-1 Airfield Marking Handbook, and Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection.

Submitted By: Lisandro Rosales

Accepted By: _____

Program Manager
Florida Airfield Maintenance, JV

Date:

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00018

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: St. Augustine Student Maintenance Training Program Grant

I. Purpose

To request Board approval for the Interim Executive Director to coordinate with the Florida Department of Education (FDOE) and execute all necessary documents related to the St. Augustine Student Maintenance Training Program Grant in the amount of \$250,000.

II. Background

The St. Augustine Student Maintenance Training Program is an educational and workforce development initiative intended to provide students with hands-on experience and technical training in aircraft maintenance and aviation systems. The program seeks to strengthen the pipeline of skilled aviation professionals by collaborating with local schools, industry partners, and the St. Johns County Airport Authority.

The Florida Department of Education (FDOE) has made available a \$250,000 grant to support implementation of this program. Funding will be used for instructional materials, tools, training equipment, and curriculum support to enhance technical education opportunities in the aviation maintenance sector.

The initiative complements the Authority's broader mission to foster aviation education, workforce development, and community advancement, aligning with state priorities to expand career and technical education (CTE) pathways.

III. Current Situation

The Authority has been invited to participate in the St. Augustine Student Maintenance Training Program Grant administered by the Florida Department of Education (FDOE).

Acceptance of the grant will require the Airport Authority to work closely with the FDOE and participating educational institutions to ensure compliance with program objectives, reporting standards, and performance benchmarks.

The Interim Executive Director will serve as the designated representative authorized to work with the FDOE, execute the grant agreement, manage implementation activities, and report progress to the Board and the Department.

Board approval is required to formally authorize participation in this grant and to delegate execution authority to the Interim Executive Director.

IV. Options / Considerations

Option 1 – Approve Participation in the FDOE Grant (Recommended):

Authorize the Interim Executive Director to work with the Florida Department of Education and execute all necessary documents to secure \$250,000 in grant funding.

Pros: Secures external funding; expands workforce development opportunities; enhances local partnerships and aviation education.

Cons: Requires ongoing grant management and reporting oversight.

Option 2 – Defer Decision:

Delay authorization pending additional review or clarification.

Pros: Allows more time for discussion.

Cons: May delay submission and risk forfeiture of available funding.

Option 3 – Decline Participation:

Opt not to participate in the FDOE grant program.

Pros: Eliminates administrative obligations.

Cons: Missed opportunity to secure state funding and expand local educational initiatives.

V. Staff Recommendation

Staff recommends that the Board approve authorization for the Interim Executive Director to work with the Florida Department of Education (FDOE) to secure and administer the St. Augustine Student Maintenance Training Program Grant in the amount of \$250,000.

Rationale:

This grant strengthens the Airport Authority's role as a regional aviation education partner, supports the development of future maintenance professionals, and leverages state funding to advance technical training and workforce readiness with minimal financial impact to the Authority.

VI. Next Steps

1. Upon Board approval, the Interim Executive Director will execute the FDOE grant agreement.
 2. Establish coordination with FDOE and participating educational partners.
 3. Develop an implementation plan and compliance reporting schedule.
 4. Provide monthly progress updates to the Board.
-

VII. Attachments

- FDOE Grant Summary – St. Augustine Student Maintenance Training Program
- Draft Grant Agreement (FDOE)
- Program Implementation Overview



FLORIDA DEPARTMENT OF EDUCATION

Request for Application (RFA Discretionary)

Bureau / Office

Division of Career and Adult Education

TAPS Number

26B212

Program Name

St. Augustine Airport Student Maintenance Training Program

Specific Funding Authority(ies)

2025 State Appropriation, Section 2, Specific Appropriation 111 – Special Categories – Grants and Aids – School and Instructional Enhancements – from General Revenue Fund (SF 2543) (HF 1722)

Funding Purpose / Priorities

The goal of this program is to provide students with a comprehensive understanding of the aviation industry through hands-on training, equipping them with the practical skills and knowledge necessary for success in this dynamic field. By offering real-world experience in various aviation-related tasks, this program will bridge the gap between classroom learning and industry demands, allowing students to gain valuable insight into the technical, operational, and safety aspects of aviation. Through specialized instruction, mentorship, and exposure to industry-standard equipment, participants will be empowered to pursue careers in aviation with confidence and competence. We seek this grant to support the development and expansion of this program, ensuring that students have access to the resources they need to excel in this growing industry.

Total Funding Amount

\$250,000

Type of Award

Discretionary Non-Competitive

Budget / Program Performance Period

July 1, 2025 – June 30, 2026

Target Population(s)

The target population served by this project includes aspiring aviation professionals, particularly students interested in aircraft maintenance and airport operations, with an estimated 50 individuals expected to be served annually through hands-on training and educational activities.

Eligible Applicant(s)

St. Johns County Airport Authority

Application Due Date

October 3rd, 2025

The due date refers to the date of receipt in OGM.

For State programs, the project effective date will be no earlier than the effective date of the legislative appropriation, usually July 1 of the fiscal year. The ending date can be no later than June 30 of the fiscal year unless otherwise specified in Florida Statutes or proviso.

Matching Requirement

NONE

Contact Persons

Program Contact

Aura Esterling
Program Specialist III
850-245-9031
Aura.esterling@fldoe.org

Grants Management Contact

Paula Starling
Director, Office of Grants Management
850-245-0711
Paula.starling@fldoe.org

Assurances

The Florida Department of Education (FDOE) has developed and implemented a document entitled **General Terms, Assurances and Conditions for Participation in Federal and State Programs** to comply with:

2 Code of Federal Regulations (C.F.R.) 200, Uniform Grant Guidance (UGG) requiring agencies to submit a common assurance for participation in Federal programs funded by the United States Education Department (USED); applicable regulations of other Federal agencies, and State regulations and laws pertaining to the expenditure of State funds.

In order to receive funding, **applicants must have on file with FDOE, Office of the Comptroller, a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs.** The complete text may be found in Section D of the Green Book.

Private Colleges, Community-Based Organizations and Other Agencies

In order to complete requirements for funding, applicants of this type must certify adherence to the General Assurances for Participation in State and Federal Programs by submitting the certification of adherence page, signed by the agency head with each application.

Note: The UGG combines and codifies the requirements of eight Office of Management and Budget (OMB) Circulars: A-89, A-102 (former 34 C.F.R. Part 80), A-110 (former 34 C.F.R. Part 74), A-21, A-87, A-122, A-133, A-50. For FDOE, this means the requirements in the U. S. Department of Education General Administration Regulations, EDGAR Parts 74 and 80 have also been subsumed under the UGG. The final rule implementing the UGG was published in the Federal Register on December 19, 2014, and became effective for new and continuation awards issued on or after December 26, 2014.

Technical assistance documents and other materials related to the UGG, including frequently asked questions and webinar recordings are available at The Chief Financial Officers Council website at <https://cfo.gov/cofar>.

Risk Analysis

Every agency must complete a Risk Analysis form. The appropriate DOE 610 or DOE 620 form will be required prior to a project award being issued. The Risk Analysis must be submitted with the application. If an agency is submitting applications for multiple programs, only one Risk Analysis is required.

Governmental and Non-Governmental Entities must use the DOE 620 form. The DOE 620 form is required to be submitted each state fiscal year (July 1-June 30) prior to a Project Award being issued for that agency. An amendment is required if significant changes in circumstances in the management and operation of the agency occurs during the state fiscal year after the form has been submitted. The appropriate Risk Analysis form may be found at <https://www.fldoe.org/core/fileparse.php/5625/urlt/doe620.xlsx>.

Grants Management Training

Non-public entities are required to take the Grants Fiscal Management Training and Assessment annually. The agency head and/or the agency's chief financial manager (CFO) must complete this training within 60 days of the date of execution (Block 12) on the DOE 200 form, Project Award Notification. Training and assessment can be found at <https://portal.fldoesso.org/PORTAL/Sign-On/SSO-Home.aspx>. Access to the training requires users to input a valid email to log in via the Department's Single Sign-On portal.

Non-participation in the training program may result in termination of payment(s) until training is completed.

Funding Method

Advance Payment

Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, at least 90% of the amount advanced must be reported on the DOE 399 form and supported by appropriate documents, including copies of invoices, timesheets, receipts, etc.

Fiscal Records Requirements and Documentation

Applicants must complete a Budget Narrative form, DOE101S. Budget pages must be completed to provide sufficient information to enable FDOE reviewers to understand the nature and reason for the line item cost.

All accounts, records, and other supporting documentation pertaining to costs incurred shall be maintained by the recipient for five years. Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include, but are not limited to, invoices with check numbers verifying payment, bank statements, time and effort logs for staff, and/or salary/benefits schedules for staff. All must be available upon request.

Funded programs and any amendments are subject to the procedures outlined in the FDOE Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs, which may be found at <http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml>.

Budgeted items must correlate with the narrative portion of the project application that describes the specific activities, tasks and deliverables to be implemented.

To report expenditures, all project recipients must submit a completed DOE 399 form, Final Project Disbursement Report by the dates specified on the DOE 200 form, Project Award Notification.

Financial Consequences

The grant manager shall periodically review the progress made on the activities and deliverables listed. If the sub-recipient fails to meet and comply with the activities/deliverables established in the grant or to make appropriate progress on the activities and/or toward the deliverables and they are not resolved within two weeks of notification, the grant manager may approve a reduced payment or request the sub-recipient redo the work or terminate the grant. The grant manager must assess one or more of these consequences based on the severity of the failure to perform and the impact of such failure on the ability of the sub-recipient to meet the timely and desired results. These financial consequences shall not be considered penalties.

Allowable Expenses:

Program funds must be used solely for activities that directly support the accomplishment of the program purpose, priorities and expected outcomes during the program period. All expenditures must be consistent with the approved

application, as well as applicable Federal and State laws, regulations and guidance. Allowable expenditures may include costs associated with employing appropriate staff for administering the project, office materials and supplies and other relevant costs associated with the administration of the project, including meeting room rentals, consultant fees, printing, etc.

Expenses for personal digital assistants (PDA), cell phones, smart phones and similar devices, including the service costs to support such devices may be allowable, with FDOE prior approval. Applicants will need to describe and justify the need for such devices, identify the amount that will be applicable to the project and how the device will be kept secure.

Unallowable Expenses:

Unless otherwise specifically authorized herein, sub-recipient shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of FDOE, and shall promptly notify FDOE in the event that an agent, employee or representative of FDOE attempts to solicit the same.

Below is a list of items or services that are generally not allowed or authorized as expenditures. This is not a comprehensive list of unallowable items. Subrecipients are expected to consult the FDOE program office with questions regarding allowable costs.

- Pre-award costs
- Entertainment (e.g., a field trip without the approved academic support will be considered entertainment)
- Meals, refreshments or snacks
- End-of-year celebrations, parties or socials
- Game systems and game cartridges (e.g., Wii, Nintendo, PlayStation)
- Out-of-state travel without FDOE pre-approval
- Overnight field trips (e.g. retreats, lock-ins)
- Incentives (e.g., plaques, trophies, stickers, t-shirts, give-a-ways)
- Gift cards
- Decorations
- Advertisement
- Promotional or marketing items (e.g., flags, banners)
- Purchase of facilities or vehicles (e.g., buildings, buses, vans, cars)
- Land acquisition
- Furniture
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- Tuition
- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Dues to organizations, federations or societies for personal benefit
- Clothing or uniforms
- Costs for items/services already covered by indirect costs allocation
- Costs not allowable for Federal programs per EDGAR, which may be found at <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html> and the Reference Guide for State Expenditures, which may be found at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6.

Equipment Purchases

Any equipment purchased under this program must follow the UGG at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the Reference Guide for State Expenditures at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6.

Any equipment purchases not listed on the original budget approved by FDOE require an amendment submission and approval prior to purchase by the agency awarding the funds.

Further guidance and instruction on property records, inventory and disposition requirements for property are outlined in the Green Book at <https://www.fldoe.org/core/fileparse.php/5625/urlt/0076985-2013greenbook.pdf>.

Administrative Costs including Indirect Costs

Indirect Costs only apply to federal programs

State of Florida, Executive Order 11-116

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value: (a) the contractor will utilize the E-verify system established by the U.S.

Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the contract term, (b) require contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the State contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at

<http://www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend.pdf>. More information can be found at

<https://www.fldoe.org/core/fileparse.php/7736/urlt/EC-11-116-EVerify.pdf>.

State of Florida, Executive Order 20-44

In accordance with Executive Order 20-44, each grantee meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities, through contract or other agreement with the State, annually receive 50% or more of their budget from the State, or from a combination of State and Federal funds, shall provide to FDOE an annual report in the format required by FDOE. Email exorder@fldoe.org to obtain the form. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt from Income Tax, Form 990, if applicable, or shall indicate the grantee is not required to file such Form 990. This report shall be submitted by March 1 of each year to exorder@fldoe.org. . Executive Order 20-44 may be found at <https://www.flgov.com/eog/news/executive-orders/2020-44>.

APPLICATION NARRATIVE SECTION

Instructions for Completing the Narrative Information

Following the instructions within each narrative component, complete the application using the same sequence presented in this narrative section.

1. Before inserting any text or information into the Application Narrative Section, forms and charts, save the pages/charts/forms in Word on your computer.
 - Use size 12-point font.
 - Responses should be brief, clear and concise.
 - All required forms have signatures by an authorized entity. The department will accept electronic signatures from the agency head in accordance with section 668.50(2)(h), Florida Statutes.
 - An “electronic signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by the person with the intent to sign the record.
 - The department will accept as an electronic signature a scanned or PDF copy of a hardcopy signature.
 - The department will also accept a typed signature if the individual signing the document uploads the document.
2. Place all application items in the order specified in the **Application Checklist** (Refer to the last page of this RFA document).
3. Eligible agencies must download **St. Augustine Airport Student Maintenance Training Program** Application and submit all documents via ShareFile System TAPS# 26B212
4. NARRATIVE SECTIONS (A-H): MAXIMUM PAGE LIMIT IS THIRTY (30) PAGES

This does not include any required forms and/or other specified information.

Narrative Section response format:

- a) Font - Arial / Size – 12
- b) Margin size - 1” – both sides and top/bottom margins
- c) Double spaced (this does not include charts)
- d) Single-sided pages
- e) Complete the narrative using the same sequence presented in the

Scope of Work/Narrative Components Section.

5. Eligible Applicant must submit all application documents to FDOE Office of Grants Management via ShareFile TAPS# 26B212 in folder #1.
6. Required application submission naming convention:
 - Agency number- Agency Name -TAPS#26BXXX
 - Example: 999 – St. Johns County Airport Authority - TAPS#26B212
 - Save all application documents in one Pdf. File

***Note:** Applications that are late will not be reviewed or scored.

Narrative Section

Scope of Work/Narrative

- A. What specific purpose or goal will be achieved by the funds appropriated?
 - a. Briefly summarize the program's goals.
 - b. Describe the need for the project.
 - c. Provide supporting data to validate the need.
 - d. Identify the risk factors and indicators that contribute to the need.
 - e. Describe the impact of the program on the target population.
- B. What activities and services will be provided to meet the intended purpose?
 - a. Briefly summarize the activities and service that will be provided.
- C. Performance-Based Project Deliverables (Scope of Work)
 - a. Describe how each of the performance measures / goals and deliverables stated on the Scope of Work and Project Performance Accountability Form located in the Attachments section will be achieved within the project year.
- D. Instructional Design and Assessment
 - a. Describe the standard based instructional curriculum that will be utilized in this program.
 - b. Describe the industry certifications and assessments that will be offered to evaluate student outcomes.
- E. Collaboration
 - a. Identify collaborative partnerships for developing and implementing the project's goals and objectives.
- F. Project Management
 - a. Describe staffing for the project, outlining the experience and training qualifications for all.
- G. Support for Reading/Strategic Imperatives
 - a. Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K-20 Strategic Plan.
 - b. URL: <http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml>.
- H. DOE 101S Budget Narrative Form
 - a. Complete the DOE 101S Budget Narrative Form, Account Title and Narrative. All funds requested by the agency must be included on this form.

Return on Investment (State funded projects only)

The recipient is required to provide quarterly return on investment program activities reports to FDOE. Return on investment reports should describe programmatic results that are consistent with the expected outcomes, tasks, objectives and deliverables detailed in the executed grant agreement. Beginning at the end of the first full quarter following execution of the grant agreement, the recipient shall provide these quarterly reports to FDOE within 30 days after the end of each quarter and thereafter until notified that no further reports are necessary. This report shall document the positive return on investment to the state resulting from the funds provided under the agreement. These reports will be summarized and submitted to the Office of Policy and Budget and are requested so Legislative staff can review the project results throughout the year and develop a basis for budget review in the event subsequent funding is requested for future years.

Reports should summarize the results achieved by the project for the preceding quarter and be cumulative for succeeding quarters. Although there may be some similarity between activity reports and deliverables submitted to FDOE, as specified in the grant agreement for payment purposes, this return on investment report is separate from those requirements.

All reports shall be submitted to the designated project manager for FDOE. All questions should be directed to the project manager.

Support for Strategic Plan

Describe how the project will incorporate one or more of the FDOE Goals included in the State Board of Education's K-20 Strategic Plan, outlined at <http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml>.

Conditions for Acceptance

For Applications to be considered for review the following requirement must be met:

1. Submit Application within the timeframe specified in the RFA.
2. Include DOE 100A Project Application Form and DOE 101S Budget Narrative Form in the Application
3. Include the assigned TAPS number in all required forms
4. All required forms are signed by an authorized entity. (FDOE) will accept electronic signatures from the agency head in accordance with s. 668.50(2)(h), F.S.)
 - Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A Form when the application is submitted.
 - An “electronic signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by the person with the intent to sign the record.
 - FDOE will accept an electronic signature, a scanned signature or PDF of a hardcopy signature.
 - FDOE will accept a typed signature if the document is uploaded by the individual signing the document
5. The application must be submitted electronically to OGM via ShareFile

Attachments

- **Scope of Work and Performance Based Deliverables Form**
- **Example Scope of Work and Performance Based Deliverables Form**
- **DOE 100A, Project Application Form**
- **DOE 101S, Example Budget Narrative Form**
- **Projected Equipment Purchases Form**
- **Application Review Criteria and Checklist**

Project Performance Accountability Information, Instructions, and Form

NOTE: The following pages are included in the RFA (DOE 900D) template and are to be completed by the applicant.

The Florida Department of Education has a standardized process for preparing applications for discretionary funds. This section of the RFA, Project Performance Accountability, is to assure proper accountability and compliance with applicable state and federal requirements.

The Department's project managers will:

- track each project's performance based on the information provided and the stated criteria for successful performance
- verify the receipt of required deliverables prior to payment

For projects funded via Cash Advance, the Department's project managers will verify that the project activities/deliverables are progressing in a satisfactory manner, consistent with the Scope of Work/Project Narrative and Performance Expectations, on a quarterly basis.

The Scope of Work/ Project Narrative must include the specific tasks that the grantee is required to perform.

Deliverables must:

- be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- identify the minimum level of service to be performed
- be quantifiable, measurable, and verifiable. Effectiveness Evidence or proof that the activity took place

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the subrecipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Definitions

- **Scope of Work-** The major tasks that the grantee is required to perform
- **Tasks-** The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence-** The tangible proof
- **Due Date-** Date for completion of tasks
- **Unit Cost-** Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost

Note: Add additional lines if necessary

FLORIDA DEPARTMENT OF EDUCATION

PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	A) Program Name: St. Augustine Airport Student Maintenance Training Program Fiscal Year 2025-2026 TAPS NUMBER: 26B212	DOE USE ONLY Date Received										
B) Name and Address of Eligible Applicant:		Project Number (DOE Assigned)										
C) Total Funds Requested: \$250,000 DOE USE ONLY Total Approved Project: \$	D) Applicant Contact & Business Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name:</td> <td style="width: 40%;">Telephone Numbers:</td> </tr> <tr> <td>Fiscal Contact Name:</td> <td></td> </tr> <tr> <td>Mailing Address:</td> <td>E-mail Addresses:</td> </tr> <tr> <td>Physical/Facility Address:</td> <td>UEI number:</td> </tr> <tr> <td></td> <td>FEIN number:</td> </tr> </table>		Contact Name:	Telephone Numbers:	Fiscal Contact Name:		Mailing Address:	E-mail Addresses:	Physical/Facility Address:	UEI number:		FEIN number:
Contact Name:	Telephone Numbers:											
Fiscal Contact Name:												
Mailing Address:	E-mail Addresses:											
Physical/Facility Address:	UEI number:											
	FEIN number:											
CERTIFICATION I, _____, (<i>Please Type Name</i>) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.												
E) <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 45%;"></td> <td style="border-bottom: 1px solid black; width: 35%;"></td> <td style="border-bottom: 1px solid black; width: 20%;"></td> </tr> <tr> <td style="text-align: center;">Signature of Agency Head</td> <td style="text-align: center;">Title</td> <td style="text-align: center;">Date</td> </tr> </table>						Signature of Agency Head	Title	Date				
Signature of Agency Head	Title	Date										

Instructions for Completion of DOE 100A

- A.** If not pre-populated, enter name and TAPS number of the program for which funds are requested.
- B.** Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.
- C.** Enter the total amount of funds requested for this project.
- D.** Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.
- E. The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.
 - **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

EXAMPLE: Budget Narrative Form (DOE 101S Form)

Please visit our website at <http://www.fldoe.org/academics/career-adult-edu/funding-opportunities/index.shtml>. See the **Program Management Resources** section to access the DOE 101S Budget Form and the instructions for completing the form. Show all amounts in whole dollars only.

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE, NARRATIVE, AND EXPLANATION	(4) FTE POSITION	(5) AMOUNT	(6) % ALLOCATED to this PROJECT
#####	#####	<u>Salaries:</u> Part-time hourly salary for 6 teachers to provide direct instruction in Career and Technical Education programs. The calculation: 20 hours per week x \$25.00 per hour x 32 week x 6 teachers.	3	\$96,000	100%
#####	#####	<u>Employee Benefits, Retirement:</u> Contributions to retirement plan for 6 part-time teachers at 9.85%		\$9,456	100%
#####	#####	<u>Employee Benefits, Social Security:</u> Contributions to retirement plan for 6 part-time teachers at 7.65%		\$7,344	100%
#####	#####	<u>Employee Benefits, Worker's Compensation:</u> Contributions to retirement plan for 6 part-time teachers at 1.01%		\$969	100%
#####	#####	<u>Computer Hardware:</u> Purchase of computer equipment to be used by students for instructional purposes. The equipment items will include monitors, CPU's peripheral devices memory, and 10 laptop computers. The required equipment form is attached to the < # > application.		\$8,830	100%
#####	#####	<u>Travel:</u> Travel will support 2 instructional teachers, and one curriculum coordinator to attend the Adult Education State Conference. Expenditures for costs of transportation, lodging, and meals (state ate) are as follows:		\$1,956	100%

		• Roundtrip airfare is \$400 x 3 persons = \$1,200. • Two nights lodging @ \$90 per night is \$180 x 3 persons = \$540. • Meals at \$36/day for two days is \$72 x 3 persons= \$216. Total Travel Costs for Conference: \$1,956			
			Total	\$135,430	

NOTE: When completing the **Budget Narrative Form** located on the website, under Column (3), **Account Title and Narrative**, for each line item specify the budgetary expenditures such as salaries, equipment and supplies. Expenditures should focus on performance improvement, as noted in the application. Place **TAPS** number **26B212** on the Budget Narrative Form DOE 101S form.

**Florida Department of Education
Division of Career and Adult Education**

PROJECTED EQUIPMENT PURCHASES FORM

Equipment projected to be purchased from this grant must be submitted on this form or in a format that contains the information appearing on this form.

A) _____
Name of Eligible Recipient

TAPS Number:
26B212

B) _____
Project Number (DOE USE ONLY)

Agencies are accountable for all equipment purchased using grant funds including those below the agencies threshold.

PROJECTED EQUIPMENT PURCHASES

(Cells will expand when text is typed.)

ITEM #	FUNCTION CODE	OBJECT CODE	ACCOUNT TITLE	DESCRIPTION	SCHOOL / PROGRAM	NUMBER OF ITEMS	ITEM COST (\$)	TOTAL AMOUNT (\$)
	A	B	C	D	E	F	G	H
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Inventory Guidelines

The following elements are required on the inventory of all equipment purchased.

2 C.F.R. 200, Uniform Guidance, 200.313 Equipment: Property records must be maintained that include a description of the property, a serial number or other identification number, the source funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

State Requirements for inventory elements are located in Rule 69I-72.003, Florida Administrative Code, Recording of Property.

Does the agency's inventory system contain all required federal and state elements listed above? ☐ YES ☐ NO

**Florida Department of Education
Division of Career and Adult Education**

PROJECTED EQUIPMENT PURCHASES FORM

Instructions for Completion

This form should be completed based on the instructions outlined below, unless instructed otherwise in the Request for Proposal (RFP) or Request for Application (RFA). Use multiple forms as needed.

- A. Enter Name of Eligible Recipient.
- B. Project Number **(DOE USE ONLY)**

COLUMN A - FUNCTION CODE:

SCHOOL DISTRICTS ONLY: Use the four digit function codes as required in the Financial and Program Cost Accounting and Reporting for Florida Schools Manual.

COLUMN B - OBJECT CODE:

SCHOOL DISTRICTS: Use the three digit object codes as required in the Financial and Program Cost Accounting and Reporting for Florida Schools Manual.

COMMUNITY COLLEGES:

Use the first three digits of the object codes listed in the Accounting Manual for Florida's Public Community Colleges.

UNIVERSITIES AND STATE AGENCIES:

Use the first three digits of the object codes listed in the Florida Accounting Information Resource Manual.

OTHER AGENCIES: Use the object codes as required in the agency's expenditure chart of accounts.

COLUMN C – ACCOUNT TITLE:

Use the account title that applies to the object code listed in the accordance with the agency's accounting system.

COLUMN D – DESCRIPTION:

Provide detailed descriptions/specifications of all equipment items to be purchased that have a projected unit value of \$1000 (State's threshold) or more with a useful life of one year or more.

Note: If the agency has a threshold of less than \$1000 the lower amount is the guiding threshold.

**COLUMN E –
SCHOOL/PROGRAM:**

Provide the name of the school and the name of the program for which the equipment is being purchased.

COLUMN F – NUMBER OF ITEMS:

Provide the total number purchased of this item.

COLUMN G – ITEM COST:

Provide the projected cost for each item.

COLUMN H – TOTAL COST:

Provide the total projected cost of all items.

2025-2026 St. Augustine Airport Student Maintenance Training Program

APPLICATION REVIEW CRITERIA AND CHECKLIST

- Include this form in the application package.
- Place all items requested in the order indicated below.
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page one of the application package.

Placement Order	Item	Applicant	DOE Staff • Check appropriate box below	
		Indicate Page Numbers Below	Complete	Incomplete
FORMS				
1	DOE 100A, Project Application – with original signature			
2	DOE 101S, Budget Narrative Form			
3	Projected Equipment Purchases Form			
4	Scope of Work and Performance Based Deliverables Form			
NARRATIVE SECTION				
4	Project Design and Narrative (A-H)			
OTHER REQUIRED DOCUMENTS – must be included with application				
5	Application Review Criteria and Checklist			



Division of Finance and Operation Requirements

In addition to adhering to the requirements in the Request for Application, eligible applicants must have a valid W-9 on file with the Division of Financial Services to receive state or federal funds.

Agency Registrations

Depending on the funding source, agencies must complete registrations with the following entities:

State and Federal Funding

1. My Florida Market Place (MFMP)

- Website: [My Florida Market Place](#)
- For questions about submitting the application, contact the My Florida Market Place Customer Service Desk at 1-866-352-3776 or visit the Vendor Information Portal.

2. W-9 Information

- Additional information can be found at the [Florida Department of Financial Services Vendor Management](#).
- For questions about submitting the W-9, contact the DFS Vendor Management Services Customer Service Desk at (850) 413-5519 or email FLW9@myfloridacfo.com.

3. Sunbiz

- Website: [Sunbiz](#)
- For questions about submitting the application, contact the Florida Department of State at (850) 245-6000.
- **Note:** Florida public government agencies are not required to register with Sunbiz. All other entities must register with the Division of Corporations.

Federal Funding

In addition to the above registrations, agencies receiving federal funds must register in SAM.gov to receive a Unique Entity Identifier.

1. SAM.gov

- Website: [SAM.gov](#)
- For questions about submitting the application, contact the Florida Department of State at 1-866-606-8220 or email IAEO outreach@gsa.gov.

Risk Analysis

1. DOE 610 Risk Analysis Form (Local and Charter Educational Agencies Only)

This form should be updated and emailed to FDOERiskAnalysis@fldoe.org in the following situations:

- A change in the management of the Superintendent or Chief Financial Officer.
- An update to the Green Book.

2. DOE 620 Risk Analysis Form

- Form: [DOE 620 Risk Analysis Form](#)
- For questions about submitting the form, email FDOERiskAnalysis@fldoe.org. Submit the signed form and required attachments to the same email address.

3. FDOE General Assurances, Terms, and Conditions

- Page two of section D in the FDOE General Assurances, Terms, and Conditions for Participating in Federal and State Programs form should be submitted with the application. This form is located at <https://www.fldoe.org/core/fileparse.php/5625/urlt/0076977-secd.doc>.
- For questions about submitting General Assurances, contact Dwayne Gordon at Dwayne.Gordon1@fldoe.org or Katrina Wilson at Katrina.Wilson@fldoe.org or call (850) 245-9220.

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00019

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Establishment of Indemnification Policy for Authority Officials and Staff

I. Purpose

To present for Board consideration and approval the Establishment of an Indemnification Policy to protect Authority officials and staff from personal liability arising from actions taken in good faith while performing their official duties on behalf of the St. Johns County Airport Authority.

II. Background

Currently, the Authority does not have a formally adopted Indemnification Policy specifying the circumstances under which Authority officials, employees, and agents may be defended or reimbursed for legal expenses incurred while acting within the scope of their official responsibilities.

Under Florida Statutes, local government entities, including special districts, may adopt indemnification provisions to protect public officials and employees acting in good faith and within the course of their duties from personal liability associated with lawsuits or administrative proceedings.

The absence of a defined policy may expose the Authority and its officials to ambiguity regarding eligibility for legal defense and reimbursement. Establishing a written Indemnification Policy ensures consistent treatment, risk mitigation, and alignment with accepted governance practices for public entities.

Comparable Florida airport authorities and special districts have adopted similar policies to ensure clarity, transparency, and fairness in the protection of their personnel.

III. Current Situation

The proposed Indemnification Policy would:

- Establish clear eligibility criteria for indemnification and defense of Authority officials and employees;

- Clarify that coverage applies only to actions performed in good faith and within the scope of official duties;
- Exclude acts of gross negligence, criminal conduct, or personal gain;
- Outline administrative procedures for requesting indemnification and for Board review of any disputed claims.

Board approval is required to authorize formal drafting, review, and adoption of this policy.

IV. Options / Considerations

Option 1 – Approve Establishment of an Indemnification Policy (Recommended):

Authorize the development and adoption of an Indemnification Policy for Authority officials and staff.

Pros: Provides legal clarity; strengthens governance and employee protection; aligns with best practices.

Cons: May require future administrative review or legal interpretation in complex cases.

Option 2 – Defer Action:

Postpone policy adoption pending further review by General Counsel or Board workshop discussion.

Pros: Allows additional time for legal or procedural refinement.

Cons: Leaves current ambiguity unresolved and delays protection for Authority personnel.

Option 3 – Maintain Status Quo:

Continue without a formal indemnification policy.

Pros: No immediate administrative work required.

Cons: Creates ongoing uncertainty regarding coverage; potential exposure for officials acting in good faith.

V. Staff Recommendation

Staff recommends that the Board approve the establishment of an Indemnification Policy for Authority officials and staff and authorize the Interim Executive Director and General Counsel to prepare and present a final draft policy for adoption at a subsequent meeting.

Rationale:

A formal Indemnification Policy will strengthen the Authority's governance framework, provide fair and consistent treatment of its officials and staff, and ensure compliance with applicable state laws protecting public servants acting in good faith.

Motion:

Motion to authorize the Interim Executive Director and General Counsel to develop and present an Indemnification Policy for Authority officials and staff for Board review and adoption.

VI. Next Steps

1. Board approval to proceed with development of the Indemnification Policy.
2. General Counsel to draft policy language for review and legal compliance.
3. Present draft policy and adopting resolution for Board approval at a subsequent meeting.
4. Incorporate approved policy into the Authority's Policy and Procedures Manual.

SECTION V PUBLIC OFFICIALS' ERRORS AND OMISSIONS

THIS IS A CLAIMS MADE SECTION

THIS SECTION PROVIDES COVERAGE ON A CLAIM MADE BASIS. IT APPLIES ONLY TO CLAIMS MADE AGAINST THE MEMBER DURING THE COVERAGE PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

THIS SECTION CONTAINS A COVERAGE DOCUMENT AGGREGATE

SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION V :

EXCESS LIMIT OF COVERAGE for each **CLAIM**:

All coverages under SECTION V combined: \$2,000,000 per **MEMBER**
\$6,000,000 per **MEMBER** Annual Aggregate

Subject to the following sublimit:

**Claims arising under Florida Statute 70.001,
the "Bert J. Harris, Jr., Private Property
Rights Protection Act"**

\$300,000 each **CLAIM**, per **MEMBER**
\$300,000 per **MEMBER** Annual Aggregate

EEOC Administrative Hearings

\$ 2,500
\$250,000 Annual Aggregate

RETROACTIVE DATE:

Various – See Endorsement 3

Association Aggregate Limit:

\$100,000,000 (Applies to ALL Liability
Sections)

SECTION V INSURING AGREEMENTS

This **ASSOCIATION** agrees, subject to the Coverage Document Limitations, exclusions, terms and conditions to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, by reason of a **WRONGFUL ACT**.

This coverage applies only if a **CLAIM** for damages because of a **WRONGFUL ACT** is a **CLAIM** first made against the **MEMBER** during this **COVERAGE PERIOD** or during the Extended Reporting Period of this coverage, if any.

The phrase "claim first made" shall be understood to have happened when notice of such **CLAIM**, **SUIT** or incident that may arise within the **COVERAGE PERIOD** is made to the **MEMBER**. Claims shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify the **ASSOCIATION** of any **WRONGFUL ACT**.

All claims based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** shall be considered a claim first made when the first of such claims is made. However, only one **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** shall be applicable.

This inclusion hereunder of more than one **MEMBER** does not increase the **ASSOCIATION'S EXCESS LIMIT OF COVERAGE**.

SECTION V EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **CLAIM** for **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** is only for the Excess Limits as stated in the **SECTION V SPECIFIC EXCESS COVERAGE**, not to exceed the **ASSOCIATION'S EXCESS LIMITS OF COVERAGE** as stated in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

The total Annual Aggregate **EXCESS LIMIT OF COVERAGE** for all **WRONGFUL ACTS** coverage under this Coverage Section combined during the **PERIOD of COVERAGE** shall not exceed the limit stated in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION V CONDITIONS

A. BASIC EXTENDED REPORTING PERIOD:

Basic Extended Reporting Period is automatically provided. This period starts with the end of the **COVERAGE PERIOD**, and lasts for (sixty) 60 days.

If, however, this Coverage Document and this Coverage Section is immediately succeeded by similar Claims Made coverage, with any insurer, on which the Retroactive Date is the same as or earlier than Retroactive Date shown in the **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** of this Coverage Document, the succeeding coverage shall be deemed to be a renewal of this Coverage Document, and the **MEMBER** shall have not right to an Extended Reporting Period from the **ASSOCIATION**.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent coverage applicable to this Coverage Section which the **MEMBER** purchases, or that would have been covered but for exhaustion of the amount of coverage applicable to such **CLAIMS**.

B. SUPPLEMENTAL EXTENDED REPORTING PERIOD:

The **ASSOCIATION** will provide an Extended Reporting Period, as described below, if

- (a) This Coverage Document or this Coverage Section of this Coverage Document is canceled or non-renewed; or
- (b) The **ASSOCIATION** renews or replaces this Coverage Document, or this Coverage Section of this Coverage Document, with coverage that does not apply to **WRONGFUL ACTS** on a claims made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Coverage Document, at no additional premium. This supplemental period starts when the Basic Extended Reporting Period ends.

A Supplemental Extended Reporting Period beyond the one year duration is available with terms, conditions and costs to be determined.

The **MEMBER** must give the **ASSOCIATION** a written request for the endorsement within 30 days after the end of the **COVERAGE PERIOD**. This endorsement will set forth the terms consistent with the Coverage Section.

Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible coverage available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **EXCESS LIMIT OF COVERAGE**.

Extended Reporting Periods do not extend the **COVERAGE PERIOD** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of **WRONGFUL ACTS** that take place before the end of the period that this Coverage Document and this Coverage Section are in force. Once in effect, Extended Periods may not be canceled.

SECTION V EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any **CLAIM** for damages, whether direct or consequential, for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE**, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) Any **CLAIM** based upon or attributable to any **MEMBER** gaining in fact any profit or advantage to which they are not legally entitled including remuneration paid in violation of law (including Back Pay or Overtime) as determined by the Courts;
- (c) Any **CLAIM** for front or back pay awards, fringe benefits, educational expenses, overtime or similar damages, even if designated as liquidated damages, under any federal, state or local statute, rule, ordinance, or regulation.
- (d) Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered unless acting within the scope of their duties as a **MEMBER**.
- (e) Loss arising out of or in any way involving any employee benefit plan except as covered under this **SECTION V PUBLIC OFFICIALS ERRORS & OMISSIONS** for discrimination;
- (f) **CLAIMS**, demands or actions seeking relief or redress in any form other than monetary damages, or any fees, costs or expenses which the **MEMBER** may be obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief except for EEOC Administrative Hearings;
- (g) Any cost, civil fine, penalty or expense against any **MEMBER** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;

- (h) Any **CLAIM** for which the **MEMBER** is entitled to indemnity under any Coverage Document or policies the term of which has expired prior to the inception date of this Coverage Document, or for which the **MEMBER** would be entitled to indemnity except for the exhaustion of the limit of such prior coverage;
- (i) Any **CLAIM** arising out of all pending and prior litigation or hearing as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Coverage Document is renewal of a Coverage Document issued by the **ASSOCIATION**, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending and prior litigation or hearing prior to the effective date of the first Coverage Document issued and continuously renewed by the **ASSOCIATION**;
- (j) Any **CLAIM** resulting from a **WRONGFUL ACT** committed prior to the Retroactive Date shown in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**;
- (k) Any **CLAIM** based upon or attributable to any failure or omission of the **MEMBER** to effect or maintain coverage of any kind;
- (l) Any **CLAIM** brought as a counter-claim or cross claim by an **MEMBER** against any other **MEMBER**;
- (m) Loss arising out of any breach of contract.
- (n) Any **CLAIM** arising out of a lockout, strike, picket line, replacement or similar actions in connections with labor disputes or labor negotiations.

SECTION V DEFINITIONS

1. **CLAIM** means all notices or **SUITS** demanding payment of money based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS**.

However, as respects to **EMPLOYMENT PRACTICE VIOLATION**, **CLAIM** means: all notices or suits demanding payment of money (excluding back pay or overtime pay determined by the Courts), or charges filed with the Equal Employment Opportunity Commission or comparable State agency based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **ASSUREDS**.

BRIEFING MEMO

St. Augustine Airport Memo No. 2025-00021

To: Board of Directors, St. Johns County Airport Authority

From: Courtney Pittman, Interim Executive Director

Date: 10/13/2025

Subject: Self-Serve Fuel Pit Improvement – Board Discussion, Vote, and Resolution

I. Purpose

To present for Board discussion and vote on the Self-Serve Fuel Pit Improvement Project and to request authorization for the Interim Executive Director to execute a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the amount of \$450,000, with a local match of \$112,500, bringing the total project cost to \$562,500.

Board approval is also requested to authorize staff to initiate the procurement process and to adopt the Resolution authorizing execution of the PTGA.

II. Background

The Self-Serve Fuel Pit is a key component of the Airport's fueling infrastructure, providing 24-hour access for general aviation customers, including both based and transient aircraft. This service supports the Airport's role as a self-sustaining general aviation facility and contributes directly to tenant and visitor satisfaction.

The existing fueling system has reached the end of its serviceable life. One of the two existing tanks is currently unserviceable (down), reducing system capacity and reliability. Several components—including pumps, meters, hoses, and containment structures—have deteriorated over time, requiring modernization to ensure compliance with Florida Department of Environmental Protection (FDEP) standards, FAA Advisory Circular 150/5230-4C (Aircraft Fuel Storage, Handling, and Dispensing on Airports), and NFPA 407 (Aircraft Fuel Servicing).

The FDOT has approved a grant allocation through its Public Transportation Grant Agreement (PTGA) program to support the replacement and modernization of this system. The grant provides 80 percent of the project funding, with a 20 percent local match from the Airport Authority.

III. Current Situation

The Self-Serve Fuel Pit Improvement Project will address the system's operational and regulatory deficiencies by:

- Removing and replacing outdated fuel infrastructure and related components;
- Installing two new 20,000-gallon above-ground tanks meeting FDEP and FAA requirements;
- Upgrading pumps, valves, metering, and containment systems for improved reliability and safety;
- Integrating a modern point-of-sale (POS) and remote monitoring system to enhance efficiency and reporting accuracy; and
- Improving lighting, signage, and safety controls for around-the-clock operations.

The total project cost is \$562,500, funded as follows:

- FDOT Participation (80%) – \$450,000
- Local Match (20%) – \$112,500

The local match will be funded through the Authority's operating reserves.

To comply with state and Authority procurement requirements, a competitive procurement process will be conducted to select a qualified contractor for project execution. The procurement will follow applicable Florida Statutes, FDOT grant conditions, and the Authority's adopted procurement policies to ensure transparency, competitiveness, and cost efficiency.

Execution of the PTGA and adoption of the Board Resolution are required to formalize the Authority's participation and allow the procurement phase to begin.

IV. Options / Considerations

Option 1 – Approve the Self-Serve Fuel Pit Improvement Project, Execute PTGA, and Initiate Procurement (Recommended):

Authorize the Interim Executive Director to execute the FDOT PTGA and accompanying Resolution, and initiate the competitive procurement process for project implementation.

Pros: Restores full fueling capacity; ensures regulatory compliance; leverages \$450,000 in FDOT funding; begins procurement to maintain project schedule.

Cons: Requires a local funding contribution of \$112,500 and administrative resources for procurement.

Option 2 – Defer Approval:

Delay action pending additional review or discussion.

Pros: Provides additional time for Board review.

Cons: May delay PTGA execution and procurement, risking postponement of project funding and continued downtime of one tank.

Option 3 – Decline Participation:

Opt not to proceed with the project or PTGA.

Pros: Avoids immediate local expenditure.

Cons: Forfeits FDOT funding, prolongs service disruptions, and increases risk of noncompliance with FDEP and FAA standards.

V. Staff Recommendation

The staff recommends that the Board approve the Self-Serve Fuel Pit Improvement Project, authorize the Interim Executive Director to execute the FDOT Public Transportation Grant Agreement (PTGA) in the amount of \$450,000, commit a local match of \$112,500, authorize staff to initiate the competitive procurement process, and adopt the Resolution authorizing execution of the PTGA.

Rationale:

This project will replace outdated fueling infrastructure with two new 20,000-gallon tanks, upgrade safety and environmental controls, and restore full self-serve fueling capacity. It leverages FDOT grant funding, minimizes local cost exposure, and ensures compliance with FAA and FDEP regulatory requirements.

Motion:

Motion to approve the Self-Serve Fuel Pit Improvement Project, authorize the Interim Executive Director to execute the Florida Department of Transportation Public Transportation Grant Agreement (PTGA) in the amount of \$450,000, commit a local match of \$112,500, initiate the competitive procurement process, and adopt the accompanying Resolution authorizing execution of the PTGA.

VI. Next Steps

1. Execute the FDOT PTGA and Board Resolution.
 2. Prepare and issue procurement documents in accordance with FDOT and Authority requirements.
 3. Evaluate and award a contract to a qualified vendor.
 4. Coordinate the construction and installation schedule with FDOT and the selected contractor.
 5. Provide monthly project and budget updates to the Board until completion.
-

VII. Attachments

- FDOT Public Transportation Grant Agreement (PTGA)

- Draft Board Resolution Authorizing PTGA Execution

St. Johns County Airport Authority

Board Meeting Scheule

2026

- January 12, 2026
- February 9, 2026
- March 9, 2026
- April 13, 2026
- May 11, 2026
- June 8, 2026
- July 13, 2026
- August 10, 2026
- September 14, 2026
- October 12, 2026 (**Columbus Day – suggest October 5th or 19th**)
- November 9, 2026
- December 14, 2026

Saint Johns County Airport Authority

Budget Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, October 13, 2025, 5:00 pm

First Public Hearing

FY 2025-26 Budget

October 13, 2025

- Opening Remarks
- Millage
 - Discussion of Millage Rate by Authority
 - Public Comment
 - Tentative Adoption – Resolution 2025-02
- Budget
 - Proposed Budget - Staff
 - Discussion
 - Public Comment
 - Tentative Adoption - Resolution 2025-03
- Comments
- Final Budget Hearing:
 - TBD
- Adjournment

BRIEFING MEMO

[St. Augustine Airport Memo No. 2025-0012]

To: Board of Directors

From: Courtney K. Pittman, Interim Executive Director

Date: 10/03/2025

Subject: 2025-2026 Budget

I. Purpose

To provide the Board with an overview of the proposed **Tentative Ad Valorem Tax Levy** and **Tentative Budget for Fiscal Year 2025-2026**, and to seek Board input and approval to advance these items in compliance with statutory requirements.

II. Background

Pursuant to Florida Statutes Chapter 200 (Truth in Millage – TRIM), the Authority must adopt a tentative millage rate and tentative budget during the first public hearing of the new fiscal year. These actions establish the financial foundation for operations, capital improvements, and compliance with State and Federal regulations.

In prior fiscal years, the Board has consistently adopted both the tentative millage and tentative budget in alignment with TRIM procedures, followed by a final adoption at a subsequent public hearing. This year's proposed actions continue that practice, ensuring transparency, accountability, and compliance with statutory deadlines.

III. Current Situation

- **Tentative Ad Valorem Taxes:** The proposed millage rate maintains the Authority's ability to fund essential operations while balancing taxpayer impact.
- **Tentative Budget (FY 2025-2026):** The budget includes projected revenues, expenditures, and capital allocations necessary to sustain airport operations, safety compliance (FAA Part 139), debt obligations, and economic development initiatives.

Challenges include rising operational costs, inflationary pressures on capital projects, and the need to maintain reserves while funding strategic initiatives such as the Eastside Development Policy and new T-Hangar construction.

VII. Attachments

- Draft Resolution: Tentative Levying of Ad Valorem Taxes, FY 2025-2026
- Draft Resolution: Tentative Budget, FY 2025-2026
- Proposed Budget, FY 2025-2026

ST. JOHNS COUNTY AIRPORT AUTHORITY

RESOLUTION 2025-02

A RESOLUTION OF THE ST. JOHNS COUNTY AIRPORT AUTHORITY OF ST. JOHNS COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the St. Johns County Airport Authority of St. Johns County, Florida, on Oct 13, 2025, adopted for Fiscal Year 2025-2026 a Tentative Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the St. Johns County Airport Authority proposed a millage rate of 0.0000 and said rate does not exceed the rolled back rate.

NOW, THEREFORE, BE IT RESOLVED by the St. Johns County Airport Authority of St. Johns County, Florida, that the Fiscal Year 2025-2026 operating tentative millage rate is 0.0000 mills which does not exceed the rolled back rate.

THIS RESOLUTION shall take effect immediately upon its adoption. **DULY**

ADOPTED at a public hearing this 13th day of October 2025.

ST. JOHNS COUNTY AIRPORT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary/Treasurer

**ST. JOHNS COUNTY AIRPORT
AUTHORITY RESOLUTION 2025-03**

**A RESOLUTION OF THE ST. JOHNS COUNTY AIRPORT AUTHORITY OF
ST. JOHNS COUNTY, FLORIDA, ADOPTING THE TENTATIVE
BUDGET FOR FISCAL YEAR 2025-2026 PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the St. Johns County Airport Authority of St. Johns County, Florida, on October 13, 2025, adopted for Fiscal Year 2025-2026 a Tentative Budget following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the St. Johns County Airport Authority has prepared a budget for the Fiscal Year 2025-2026; and

WHEREAS, the St. Johns County Airport Authority adopted a tentative millage rate prior to adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the St. Johns County Airport Authority of St. Johns County, Florida, that:

1. The annual budget estimates of revenues and expenditures of the St. Johns County Airport Authority for the fiscal year 2025-2026, as considered and acted upon, under and by the authority of the Laws of Florida, are hereby ratified, approved and tentatively adopted, and the amounts of money set forth therein are hereby appropriated.
2. The annual budget of revenues and expenditures tentatively adopted for the ensuing fiscal year 2025-2026 shall be attached to the minutes of this meeting.

THIS RESOLUTION shall take effect immediately upon its adoption. **DULY**

ADOPTED at a public hearing this 13th day of October 2025.

ST. JOHNS COUNTY AIRPORT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary/Treasurer

FY 2025–2026 Budget Reader's Guide

A concise companion to the proposed budget to orient Board members to the major drivers, assumptions, and requested actions.

Executive Summary

- The proposed FY 2025–2026 budget is balanced while protecting safety, compliance, and service levels.
- Repairs & Maintenance are fully funded; discretionary lines are right-sized.
- Operating health will be monitored using Operating Income before Depreciation and cash metrics.

What's Different This Year (at a glance)

- Personnel & Benefits: right-sizing for 24/7 Part 139 coverage; temp/contract roles internalized.
- Professional Services: normalization from last year's extraordinary legal posture; consolidated scope with spend caps.
- Professional Development: targeted up-skilling for safety, regulatory, and governance readiness (AAAE/FAA/FDOT).
- Insurance: premium growth consistent with market hardening and asset profile updates after competitive marketing.
- Government Fees & Assessments: reflects regulatory activity and published tariffs.
- Fuel: conservative revenue assumptions during temporary tank constraint; margins protected via aligned COGS.
- Office/Other: paperless workflows adopted; supplies/furniture stabilized at steady-state par levels; no large one-time purchases budgeted.

Revenue Highlights

- Leases & CPI: CPI uplifts applied per agreements; modest organic growth from existing tenants.
- T-hangars: potential adoption of appraisal-based rates improves annualized revenue; Note: figures include revenue from 19 t-hangars coming available in November—FY26 will reflect the full annualization.
- Operating Agreements: incremental growth as agreements are benchmarked and updated.
- Grants: broader grant timing remains conservatively budgeted.
- Fuel: volume assumptions reflect capacity constraints; pricing/margins managed to protect contribution while replacement project proceeds.

Expense Highlights

- **Personnel & Benefits:** staffing model ensures continuity, safety, and audit readiness; offsets prior use of temps/contractors.
- **Professional Services:** material step-down from last year's actuals; matters scheduled to close; spend caps in place.
- **Professional Development:** compliance-critical with lean travel; governance training included.
- **Insurance:** limits/deductibles optimized to protect the rate base while ensuring appropriate coverage.
- **Government Fees & Assessments:** agency fees and permits..
- **Access Badges:** cost recovery via issuance/replacement fees where applicable; quarterly audits and timely deactivation controls.
- **Office & Other Fees:** paperless adoption, stable par levels, switching to receiving ACH's and checks, and fee reduction reflects fewer credit card payments from tenants.

Risks & Mitigations

- **Fuel capacity timing:** project schedule risk mitigated by conservative volume modeling and margin management.
- **Grant timing:** conservative recognition; monthly milestone tracking; contingency messaging prepared.
- **Rent implementation:** targeted communication and phased adoption mechanics to reduce rate-shock risk; monitoring of collections and attrition.
- **Insurance markets:** annual marketing and deductible strategy to mitigate premium volatility.

Implementation & Reporting Cadence

- Upon approval: load the adopted budget, issue notices for t-hangar rate alignment.
- Provide the Board with quarterly updates on: (i) Operating Income before Depreciation, (ii) rent implementation status, (iii) fuel capacity timeline, (iv) grant milestones.
- Maintain a concise variance schedule (>\$50k or >10%) with one-line rationales to ensure transparent oversight.

Board FAQs (Selected)

1. Why is Personnel & Benefits higher?

We internalized critical functions to ensure 24/7 compliance and operational continuity; filling vacated positions, improving continuity and reducing risk.

2. Operating Income before Depreciation fell—does that indicate weakness?

Not necessarily. It reflects conservative fuel assumptions during a capacity constraint and a full-cost staffing model; depreciation is non-cash. Performance will be managed to pre-depreciation cash metrics.

3. What about T-hangar revenue growth?

Proposed appraisal and +5% aligns to market and funds maintenance sustainability. Note that the 19 t-hangars coming on-line in November are included in the current-year figures; FY26 will show full annualization.

4. Why are Access Badge costs visible?

They capture credentialing, background checks, training, licensing, renewals, and audit compliance—central to airside security. Direct costs are offset, where applicable, by issuance/replacement

fees.

5. *Office/Other reduced—what changed?*

We adopted paperless workflows and stabilized supplies/furniture at steady-state par levels; no large one-time purchases are budgeted.

Requested Actions

- Approve the FY 2025–2026 budget as presented.



St. Augustine St. Johns County Airport Authority
Proposed Budget
Fiscal Year 2025/2026

	Actual 06/2025 YTD	Projected FY 24/25	Budgeted FY 24/25	Proposed Budget FY 25/26
OPERATING REVENUE				
Fuel Service Revenue	\$ 913,485	\$ 1,217,981	\$ 1,490,260	\$ 1,192,981
Lease Revenue	3,108,977	3,925,867	4,260,921	4,339,641
Operating Agreements	238,446	317,928	299,800	317,928
TOTAL OPERATING REVENUE	\$ 4,260,909	\$ 5,461,775	\$ 6,050,981	\$ 5,850,550
COST OF GOODS SOLD				
Avgas 100 LL Cost	\$ 525,296	\$ 700,394	\$ 932,250	\$ 675,394
TOTAL COST OF GOODS SOLD	\$ 525,296	\$ 700,394	\$ 932,250	\$ 675,394
OPERATING EXPENSE				
Personnel & Benefits	\$ 1,147,893	\$ 1,615,359	\$ 1,421,226	\$ 1,991,918
Payroll Processing Fees	8,301	11,068	10,200	10,800
Contract/Temp Labor	114,204	114,204	-	-
Professional Services	584,072	1,162,557	433,500	700,600
Airline Operations	2,453	3,270	-	3,000
Gifts, Meals & Entertainment	6,487	8,422	9,478	7,950
Travel and Per Diem	1,635	2,180	6,000	10,000
Technology	97,279	129,705	79,380	60,700
Utility Services	175,027	233,369	202,925	234,500
Equipment Leases	2,889	3,851	3,000	3,000
Insurance	295,629	394,172	382,163	464,225
Repairs & Maintenance	197,460	263,280	302,500	320,300
Outside Communications	2,527	3,369	7,400	7,000
Government Fees & Assessments	226,467	301,956	262,988	315,200
Other Fees & Assessments	33,340	44,453	46,600	18,600
Office Expense	14,685	19,580	25,850	12,300
Operating Expense	128,205	170,941	171,900	154,000
Publications & Memberships	9,803	13,071	11,000	13,500
Professional Development	26,114	34,819	8,200	29,000
Reconciliation Discrepancies	-	-	-	-
TOTAL OPERATING EXPENSE	\$ 3,074,469	\$ 4,529,626	\$ 3,384,310	\$ 4,356,593
Total Operating Income before Depreciation Expense	\$ 661,144	\$ 231,755	\$ 1,734,421	\$ 818,563
Depreciation Expense	3,833,939	5,111,919	5,200,000	5,200,000
Net Operating Profit/(Loss)	(3,172,796)	(4,880,164)	(3,465,579)	(4,381,437)
Non Operating Revenue/(Expense):				
Investment/Interest Income	\$ 133,265	\$ 177,686	\$ 118,900	\$ 177,300
Reimbursed Expense	25,298	33,731	31,600	33,600
Insurance Claim Payments	45,000	45,000	-	-
Other	20,425	27,233	2,855	1,760
TOTAL NON-OPERATING REVENUE/(EXPENSE)	\$ 223,988	\$ 283,650	\$ 153,355	\$ 212,660
Net Profit/(Loss) Before Grant Income	\$ (2,948,808)	\$ (4,596,514)	\$ (3,312,224)	\$ (4,168,777)
Grant Contributions:				
Federal Grant Revenue	\$ 750,703	\$ 1,000,937	\$ 3,284,465	\$ 669,253
State Grant Revenue	600,497	800,663	2,643,949	3,627,775
Total Grant Contributions	\$ 1,351,200	\$ 1,801,601	\$ 5,928,414	\$ 4,297,028
Change in Net Position	\$ (1,597,608)	\$ (2,794,913)	\$ 2,616,189	\$ 128,251

IV. Options / Considerations

- **Option 1: Adopt Both Tentative Millage and Budget**
 - *Pros:* Meets statutory TRIM requirements, maintains operational continuity, demonstrates fiscal responsibility, positions the Authority for FDOT/FAA grant matches.
 - *Cons:* Commits to a budgetary framework that may require adjustments at final adoption.
- **Option 2: Adopt Tentative Millage, Defer Tentative Budget**
 - *Pros:* Provides additional time to refine budget projections.
 - *Cons:* Risks noncompliance with statutory deadlines and undermines public confidence.
- **Option 3: Defer Both Items**
 - *Pros:* Allows for extended analysis and stakeholder feedback.
 - *Cons:* Noncompliance with Florida TRIM requirements, restricted spending authority, and reputational risk.

V. Staff Recommendation

Staff recommends adoption of **both the tentative millage levy and the tentative budget for FY 2025-2026** at this time.

Rationale: This approach ensures compliance with TRIM requirements, maintains financial stability, and supports strategic projects that enhance airport operations and economic development.

Adopting Resolution: Draft resolutions for the adoption of the tentative millage levy and tentative budget will be presented for Board approval at the scheduled public hearing.

VI. Next Steps

- Conduct first public hearing and vote on adoption of tentative millage and tentative budget.
- File resolutions with the appropriate County and State authorities.
- Prepare for the final adoption hearing (scheduled in accordance with TRIM timelines).
- Communicate outcomes to stakeholders and update financial tracking systems accordingly.

BRIEFING MEMO

[St. Augustine Airport Memo No. 2025-0012]

To: Board of Directors

From: Courtney K. Pittman, Interim Executive Director

Date: 10/03/2025

Subject: 2025-2026 Budget

I. Purpose

To provide the Board with an overview of the proposed **Tentative Ad Valorem Tax Levy** and **Tentative Budget for Fiscal Year 2025-2026**, and to seek Board input and approval to advance these items in compliance with statutory requirements.

II. Background

Pursuant to Florida Statutes Chapter 200 (Truth in Millage – TRIM), the Authority must adopt a tentative millage rate and tentative budget during the first public hearing of the new fiscal year. These actions establish the financial foundation for operations, capital improvements, and compliance with State and Federal regulations.

In prior fiscal years, the Board has consistently adopted both the tentative millage and tentative budget in alignment with TRIM procedures, followed by a final adoption at a subsequent public hearing. This year's proposed actions continue that practice, ensuring transparency, accountability, and compliance with statutory deadlines.

III. Current Situation

- **Tentative Ad Valorem Taxes:** The proposed millage rate maintains the Authority's ability to fund essential operations while balancing taxpayer impact.
- **Tentative Budget (FY 2025-2026):** The budget includes projected revenues, expenditures, and capital allocations necessary to sustain airport operations, safety compliance (FAA Part 139), debt obligations, and economic development initiatives.

Challenges include rising operational costs, inflationary pressures on capital projects, and the need to maintain reserves while funding strategic initiatives such as the Eastside Development Policy and new T-Hangar construction.

IV. Options / Considerations

- **Option 1: Adopt Both Tentative Millage and Budget**
 - *Pros:* Meets statutory TRIM requirements, maintains operational continuity, demonstrates fiscal responsibility, positions the Authority for FDOT/FAA grant matches.
 - *Cons:* Commits to a budgetary framework that may require adjustments at final adoption.
- **Option 2: Adopt Tentative Millage, Defer Tentative Budget**
 - *Pros:* Provides additional time to refine budget projections.
 - *Cons:* Risks noncompliance with statutory deadlines and undermines public confidence.
- **Option 3: Defer Both Items**
 - *Pros:* Allows for extended analysis and stakeholder feedback.
 - *Cons:* Noncompliance with Florida TRIM requirements, restricted spending authority, and reputational risk.

V. Staff Recommendation

Staff recommends adoption of **both the tentative millage levy and the tentative budget for FY 2025-2026** at this time.

Rationale: This approach ensures compliance with TRIM requirements, maintains financial stability, and supports strategic projects that enhance airport operations and economic development.

Adopting Resolution: Draft resolutions for the adoption of the tentative millage levy and tentative budget will be presented for Board approval at the scheduled public hearing.

VI. Next Steps

- Conduct first public hearing and vote on adoption of tentative millage and tentative budget.
- File resolutions with the appropriate County and State authorities.
- Prepare for the final adoption hearing (scheduled in accordance with TRIM timelines).
- Communicate outcomes to stakeholders and update financial tracking systems accordingly.

VII. Attachments

- Draft Resolution: Tentative Levying of Ad Valorem Taxes, FY 2025-2026
- Draft Resolution: Tentative Budget, FY 2025-2026
- Proposed Budget, FY 2025-2026



St. Augustine St. Johns County Airport Authority
Proposed Budget
Fiscal Year 2025/2026

	Actual 06/2025 YTD	Projected FY 24/25	Budgeted FY 24/25	Proposed Budget FY 25/26
OPERATING REVENUE				
Fuel Service Revenue	\$ 913,485	\$ 1,217,981	\$ 1,490,260	\$ 1,192,981
Lease Revenue	3,108,977	3,925,867	4,260,921	4,339,641
Operating Agreements	238,446	317,928	299,800	317,928
TOTAL OPERATING REVENUE	\$ 4,260,909	\$ 5,461,775	\$ 6,050,981	\$ 5,850,550
COST OF GOODS SOLD				
Avgas 100 LL Cost	\$ 525,296	\$ 700,394	\$ 932,250	\$ 675,394
TOTAL COST OF GOODS SOLD	\$ 525,296	\$ 700,394	\$ 932,250	\$ 675,394
OPERATING EXPENSE				
Personnel & Benefits	\$ 1,147,893	\$ 1,615,359	\$ 1,421,226	\$ 1,991,918
Payroll Processing Fees	8,301	11,068	10,200	10,800
Contract/Temp Labor	114,204	114,204	-	-
Professional Services	584,072	1,162,557	433,500	700,600
Airline Operations	2,453	3,270	-	3,000
Gifts, Meals & Entertainment	6,487	8,422	9,478	7,950
Travel and Per Diem	1,635	2,180	6,000	10,000
Technology	97,279	129,705	79,380	60,700
Utility Services	175,027	233,369	202,925	234,500
Equipment Leases	2,889	3,851	3,000	3,000
Insurance	295,629	394,172	382,163	464,225
Repairs & Maintenance	197,460	263,280	302,500	320,300
Outside Communications	2,527	3,369	7,400	7,000
Government Fees & Assessments	226,467	301,956	262,988	315,200
Other Fees & Assessments	33,340	44,453	46,600	18,600
Office Expense	14,685	19,580	25,850	12,300
Operating Expense	128,205	170,941	171,900	154,000
Publications & Memberships	9,803	13,071	11,000	13,500
Professional Development	26,114	34,819	8,200	29,000
Reconciliation Discrepancies	-	-	-	-
TOTAL OPERATING EXPENSE	\$ 3,074,469	\$ 4,529,626	\$ 3,384,310	\$ 4,356,593
Total Operating Income before Depreciation Expense	\$ 661,144	\$ 231,755	\$ 1,734,421	\$ 818,563
Depreciation Expense	3,833,939	5,111,919	5,200,000	5,200,000
Net Operating Profit/(Loss)	(3,172,796)	(4,880,164)	(3,465,579)	(4,381,437)
Non Operating Revenue/(Expense):				
Investment/Interest Income	\$ 133,265	\$ 177,686	\$ 118,900	\$ 177,300
Reimbursed Expense	25,298	33,731	31,600	33,600
Insurance Claim Payments	45,000	45,000	-	-
Other	20,425	27,233	2,855	1,760
TOTAL NON-OPERATING REVENUE/(EXPENSE)	\$ 223,988	\$ 283,650	\$ 153,355	\$ 212,660
Net Profit/(Loss) Before Grant Income	\$ (2,948,808)	\$ (4,596,514)	\$ (3,312,224)	\$ (4,168,777)
Grant Contributions:				
Federal Grant Revenue	\$ 750,703	\$ 1,000,937	\$ 3,284,465	\$ 669,253
State Grant Revenue	600,497	800,663	2,643,949	3,627,775
Total Grant Contributions	\$ 1,351,200	\$ 1,801,601	\$ 5,928,414	\$ 4,297,028
Change in Net Position	\$ (1,597,608)	\$ (2,794,913)	\$ 2,616,189	\$ 128,251

FY 2025–2026 Budget Reader's Guide

A concise companion to the proposed budget to orient Board members to the major drivers, assumptions, and requested actions.

Executive Summary

- The proposed FY 2025–2026 budget is balanced while protecting safety, compliance, and service levels.
- Repairs & Maintenance are fully funded; discretionary lines are right-sized.
- Operating health will be monitored using Operating Income before Depreciation and cash metrics.

What's Different This Year (at a glance)

- Personnel & Benefits: right-sizing for 24/7 Part 139 coverage; temp/contract roles internalized.
- Professional Services: normalization from last year's extraordinary legal posture; consolidated scope with spend caps.
- Professional Development: targeted up-skilling for safety, regulatory, and governance readiness (AAAE/FAA/FDOT).
- Insurance: premium growth consistent with market hardening and asset profile updates after competitive marketing.
- Government Fees & Assessments: reflects regulatory activity and published tariffs.
- Fuel: conservative revenue assumptions during temporary tank constraint; margins protected via aligned COGS.
- Office/Other: paperless workflows adopted; supplies/furniture stabilized at steady-state par levels; no large one-time purchases budgeted.

Revenue Highlights

- Leases & CPI: CPI uplifts applied per agreements; modest organic growth from existing tenants.
- T-hangars: potential adoption of appraisal-based rates improves annualized revenue; Note: figures include revenue from 19 t-hangars coming available in November—FY26 will reflect the full annualization.
- Operating Agreements: incremental growth as agreements are benchmarked and updated.
- Grants: broader grant timing remains conservatively budgeted.
- Fuel: volume assumptions reflect capacity constraints; pricing/margins managed to protect contribution while replacement project proceeds.

Expense Highlights

- **Personnel & Benefits:** staffing model ensures continuity, safety, and audit readiness; offsets prior use of temps/contractors.
- **Professional Services:** material step-down from last year's actuals; matters scheduled to close; spend caps in place.
- **Professional Development:** compliance-critical with lean travel; governance training included.
- **Insurance:** limits/deductibles optimized to protect the rate base while ensuring appropriate coverage.
- **Government Fees & Assessments:** agency fees and permits..
- **Access Badges:** cost recovery via issuance/replacement fees where applicable; quarterly audits and timely deactivation controls.
- **Office & Other Fees:** paperless adoption, stable par levels, switching to receiving ACH's and checks, and fee reduction reflects fewer credit card payments from tenants.

Risks & Mitigations

- **Fuel capacity timing:** project schedule risk mitigated by conservative volume modeling and margin management.
- **Grant timing:** conservative recognition; monthly milestone tracking; contingency messaging prepared.
- **Rent implementation:** targeted communication and phased adoption mechanics to reduce rate-shock risk; monitoring of collections and attrition.
- **Insurance markets:** annual marketing and deductible strategy to mitigate premium volatility.

Implementation & Reporting Cadence

- Upon approval: load the adopted budget, issue notices for t-hangar rate alignment.
- Provide the Board with quarterly updates on: (i) Operating Income before Depreciation, (ii) rent implementation status, (iii) fuel capacity timeline, (iv) grant milestones.
- Maintain a concise variance schedule (>\$50k or >10%) with one-line rationales to ensure transparent oversight.

Board FAQs (Selected)

1. Why is Personnel & Benefits higher?

We internalized critical functions to ensure 24/7 compliance and operational continuity; filling vacated positions, improving continuity and reducing risk.

2. Operating Income before Depreciation fell—does that indicate weakness?

Not necessarily. It reflects conservative fuel assumptions during a capacity constraint and a full-cost staffing model; depreciation is non-cash. Performance will be managed to pre-depreciation cash metrics.

3. What about T-hangar revenue growth?

Proposed appraisal and +5% aligns to market and funds maintenance sustainability. Note that the 19 t-hangars coming on-line in November are included in the current-year figures; FY26 will show full annualization.

4. Why are Access Badge costs visible?

They capture credentialing, background checks, training, licensing, renewals, and audit compliance—central to airside security. Direct costs are offset, where applicable, by issuance/replacement

fees.

5. *Office/Other reduced—what changed?*

We adopted paperless workflows and stabilized supplies/furniture at steady-state par levels; no large one-time purchases are budgeted.

Requested Actions

- Approve the FY 2025–2026 budget as presented.