

**Sebring Airport Authority**  
**Board Meeting Agenda**  
**March 20, 2025**

1:30 p.m.

**Hendricks Field**  
**Sebring Airside Center**

**1. OPENING ITEMS**

- a) **Call to Order**
- b) **Pledge of Allegiance and Invocation**
- c) **Roll Call**
- d) **Announcements**

**Upcoming Meetings & Events**

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
04/17/2025	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

- a) Approve January 2025 Minutes and Invoices *(no meeting in February)*
- b) Approve February 2025 Invoices *(no minutes, no meeting in February)*

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) *Approve and Ratify the execution and delivery of: Public Transportation Grant Agreement Amendment No. 1 – FDOT Additional Funding for Partial Parallel Taxiway D Project - \$125k Increase; and all action as taken by Airport Staff with respect thereto*
- b) *Approve and Ratify the execution and delivery of: Rural Infrastructure Fund Grant Agreement - \$300K – Design Plans for Carroll Shelby Drive; and all actions as taken by Airport Staff with respect thereto*
- c) *Approve and Ratify the execution and delivery of: Professional Services Contract AtkinsRealis – Design & Permit Carroll Shelby Rd - \$378,000.00; and all action as taken by Airport Staff with respect thereto*
- d) *Approve and Ratify the execution and delivery of: ITB 24-06 Canal Maintenance Segment 3 - Recommendation of Award and Contract – Base Bid & Alternatives 1-3 - Texas Aquatic Harvesting Inc.; and all actions taken by Airport Staff with respect thereto*
- e) *Approve and Ratify the execution and delivery of: Rural Infrastructure Fund Grant Agreement - \$300K – Funding for CEI Services Webster Turn; and all actions taken by Airport Staff with respect thereto*
- f) *Approve and Ratify the execution and delivery of: Advanced Drainage Systems – Amendment to Lease – Additional Storage Space (month to month); and all actions taken by Airport Staff with respect thereto*
- g) *Approve and Ratify the execution and delivery of: Public Transportation Grant Agreement Taxiway A Rehabilitation - \$40,000; and all actions taken by Airport Staff with respect thereto*
- h) *Approve and Ratify the execution and delivery of: CivilSurv Design Group, Inc. – Addendum 4 Agreement for Webster Turn Project Bid Phase Services - \$26,880.00; and all actions taken by Airport Staff with respect thereto*

## CONTINGENT ACTION ITEMS

### **5. EXECUTIVE DIRECTORS' REPORT**

- FBO Report – Andrew Bennett

### **6. BOARD OF DIRECTORS' BUSINESS**

- Florida Association of Special Districts (FASD) Ethics Training
- Sebring Race History & Possible Museum presented by Ford Heacock and Will Swaine

### **7. CONCERNS OF THE PUBLIC**

### **8. ADJOURNMENT**

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Jami Olive, Sebring Airport Authority at 863-314-1317.

**Note: Note:** Additional staff items may be considered if they come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
January 16, 2025**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on January 16, 2025, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt	-	Chairman
Stanley Wells	-	Vice Chairman
D. Craig Johnson	-	Secretary
Carl Cool	-	Assistant Secretary
Mark Andrews	-	Board Member
Jason Dunkel	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Heather Meyer	-	AtkinsRéalís
Keira Medina	-	Avcon, Inc.
Malonie Ayers	-	Infrastructure Consulting & Engineering
Eric Menger	-	Hanson Professional Services (by Teams)
Kathy Durfee	-	TechHouse

## **1. OPENING ITEMS**

- A.** Meeting was called to order at 1:30 p.m. by chairman Pete McDevitt.
- B.** Bob Swaine led the Invocation and led the Pledge.
- C. Roll Call**  
Mark Andrews, Carl Cool, D. Craig Johnson, Jason Dunkel, Pete McDevitt, and Stanley Wells were present at the meeting. Terrill Morris was absent.
- D. Announcements**  
Pete McDevitt asked if there were any other announcements than the ones presented, which was, the Executive Offices will be closed on Monday, January 20<sup>th</sup> for Marting Luther King Day, the next board meeting will be held Thursday, February 20<sup>th</sup> at 1:30pm and Girls in Aviation Day will be hosted at the Terminal building on Saturday, February 22<sup>nd</sup>.

## **2. CONSENT AGENDA**

**Approve the Consent Agenda:**

There was a motion by Carl Cool to approve the Consent Agenda with a second by Stanley Wells. The motion was passed with ayes from Andrews, Cool, Dunkel, Johnson, McDevitt, and Wells.

**3. MISCELLANEOUS**

No items were presented.

**4. ACTION ITEMS**

**A. Cooperative Services Agreement between Sebring Airport Authority and USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)**

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Carl Cool to approve the item, with a second by D. Craig Johnson. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

**CONTINGENT ACTION ITEMS**

Item will be moved to next month.

**5. DIRECTOR'S REPORT**

Deputy Director Andrew Bennett presented the Executive Director's report.

Deputy Director Andrew Bennett updated the Board on FBO, Sebring Airport activities and Range activities. There was a brief discussion in regard to the upcoming range activities. The airport will be hosting Girls in Aviation Day and also stated that the US Advanced Aerobatics Team will be practicing here at the airport to prepare for their world tournaments. Colleen Plonsky mentioned that our DLA contract with the Range has been extended to September 30, 2025.

Kathy Durfee with TechHouse Integrated did a presentation on "Understanding Artificial Intelligence and Artificial Intelligence Usage" The board was interactive with the presentation and asked multiple questions.

**6. DIRECTOR'S BUSINESS**

**7. CONCERNS OF THE PUBLIC**

No items were presented.

**8. ADJOURNMENT**

Chairman adjourned meeting at 2:11 pm.

  
Mike Willingham, Executive Director

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Approved by Board

## January 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
1/2/2025	Ascent Aviation Group	\$21,457.41	FBO: Jet-A Fuel @ KSEF
1/7/2025	CAMP Software Inc.	\$297.50	FBO: TFBO Software for 5 Users January 2025
1/7/2025	Alan Jay Automotive	\$76.25	SAA: 2023 Ford Explorer Oil Change & Tire Rotation
1/7/2025	Universal Protection Service,	\$14,779.60	SAA: December 2024 Security Services
1/7/2025	Bates Security dba Central	\$261.00	SAA: Six Month Fire/Alarm Monitoring
1/7/2025	Cintas	\$122.00	SAA/FBO: Monthly Agreement for AED System
1/7/2025	Copy Life Inc	\$239.12	SAA/FBO: December 2024 Copies
1/7/2025	Dan D. Nale	\$5,638.43	SAA: DDN Consulting Services & Travel Expense
1/7/2025	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
1/7/2025	Miller & Company P.C.	\$556.50	SAA: Request for Conference for Potential New FTZ Project
1/7/2025	The News Sun	\$719.30	SAA: Business Directory 2025; Annual Board Meetings Ad 2024-2025
1/7/2025	The Howard E Nyhart Company	\$1,650.00	SAA: 50% Final for 09.30.24 GASB 75 Report
1/7/2025	Paul C Valladares Jr	\$270.00	SAA/FBO: January 2025 Plant Services
1/7/2025	Rapid Systems	\$638.95	SAA/FBO: December 2024 Monthly Internet Terminal Building
1/7/2025	SoutheastChapter Amer Asso Air	\$35.00	SAA: 2025 Southeast Chapter of the American Association of Airport Executives Membership Dues
1/7/2025	TechHouse:Intergrated	\$131.25	SAA: General IT Support - Starlink Backup & Help with Outlook
1/7/2025	Yarbrough Tire & Service, Inc.	\$1,910.51	SAA: 2017 Ford F250 Oil Change, New Tires, Alignment; 2014 Tahoe New Wipers, Tires, Oil Change, Alignment
1/8/2025	Ascent Aviation Group	\$22,072.34	FBO: Jet-A Fuel @ KSEF
1/13/2025	Ascent Aviation Group	\$2,846.00	FBO: Lease 5000 GAL Jet-A Refueler & CC Heartland Warranty Fee/Credit Card Communication Fee
1/14/2025	Cintas Corporation No. 2 dba	\$100.17	FBO: First Aid Cabinet Replenishment
1/14/2025	Air & Electrical Services, Inc	\$988.39	SAA: Mount Starlink and Run Wire Down pole; Install Tesla Chargers in Parking Lot
1/14/2025	All About Lawns, Inc.	\$3,045.00	SAA: Install & Bury Supply Line at Diversified; PGP Rotors, Spray Heads, Spray Nozzles, PVC Pipe and Fittings, Labor
1/14/2025	C & C Plumbing, Inc.	\$339.75	SAA: Tecnam building - Pulled and Reset Water Closet; Removed Tank and Replaced Fill Valve, Flush Valve and Flapper
1/14/2025	Central Contractors	\$9,755.00	SAA: Building #735 Electrical Repairs
1/14/2025	Cintas	\$704.25	SAA/FBO: Weekly Svcs; Mats, Soap, Aircare, GermX, FBO Red Mats
1/14/2025	The News Sun	\$538.65	SAA: Notice to Bidders/Invitation to Bid; Notice of Request for Qualifications for Professional Aviation Consulting Services
1/14/2025	Robbins Nursery, Inc.	\$14,440.25	SAA: Terminal Building Landscape October 2024; Materials, Labor, Machine Fee, Disposal Fee
1/14/2025	TechHouse:Intergrated	\$374.63	SAA: General IT Support - Computer Hard Reboot for Warning Message; Audit/IT Walk-Throughs
1/14/2025	Dustin Dennis	\$560.00	SAA/FBO: Detailing of Airport Vehicles
1/14/2025	SWK Technologies, Inc.	\$475.00	SAA: Monthly Fee for SAGE 100 Secure Cloud Services
1/21/2025	Ascent Aviation Group	\$60.66	FBO: Wing Points Issued Thru 12.31.24
1/21/2025	Lumen	\$1,836.14	SAA/FBO: January 2025 Fiber Optics
1/22/2025	Ascent Aviation Group	\$30,810.33	FBO: 100LL Avgas @ KSEF
1/24/2025	U.S. Fish and Wildlife Service	\$100.00	SAA: Protected Species Permit - FWC Permit
1/28/2025	Swift Fuels, LLC	\$7,987.79	FBO: UL94 Avgas @ KSEF
1/28/2025	Andrew H. Bennett	\$2,693.31	SAA: Out-of-Town Travel Reimbursement for Passenger Terminal Expo Madrid Spain for April 7th - 11th
1/28/2025	Advanced Roofing, Inc.	\$3,600.00	SAA: Terminal Building Annual Roof Inspection, Repairs & Maintenance Performed Per Contract
1/28/2025	Artistic Towing & Repair Inc.	\$1,320.00	SAA: Moved 12 Cars on Bobby Ore leasehold for Global Engine Maintenance/Testing Interference
1/28/2025	Atkins North America, Inc.	\$19,711.24	SAA: December 2024 General On-Call Consulting Services
1/28/2025	Atkins North America, Inc.	\$3,067.50	SAA: SEF Spill Prevention Control & Countermeasure Plan & Stormwater Pollution Prevention Plan Updates 2024

## January 2025 Paid List

<b>Date</b>	<b>SAA/FBO - Paid Invoices</b>	<b>Amount</b>	<b>Description</b>
1/28/2025	Avcon, Inc.	\$735.00	SAA: December 2024 General On-Call Services
1/28/2025	Bryant Miller Olive P.A.	\$12,280.03	SAA: December 2024 Legal Services
1/28/2025	C & C Plumbing, Inc.	\$285.01	SAA: Terminal Building - Cleared Stoppage in Urinal and Replaced batteries
1/28/2025	Cintas	\$378.22	SAA/FBO: Weekly Svcs; Mats, Soap, Aircare, GermX, FBO Red Mats
1/28/2025	CliftonLarsonAllen	\$847.00	SAA: Monthly Lease & SBITA Software Fees
1/28/2025	Department of Management Svcs.	\$293.34	SAA/FBO: December 2024 Audio Long Distance & Local Services
1/28/2025	Federal Express Corporation	\$8.71	SAA: Express Shipping Charges
1/28/2025	Heartland Spring Water, Inc.	\$300.00	SAA/FBO: Delivery of 30 Cases of Spring Water for Staff & Customer Use
1/28/2025	Jack's Lawn Service	\$8,550.00	SAA: January 2025 Lawn and Landscape Care; Replaced Flowers at Flagpole
1/28/2025	Leedy Electric West	\$2,106.12	SAA: Replaced the Start Relay, Voltage Remote Pot & Starter on the 300kw Generac
1/28/2025	RW Summers Railroad Contr.,Inc	\$6,451.00	SAA: Track Between Switch 5 & 7 Repairs; Switch 11 Repairs; Mobilization
1/28/2025	Shutts & Bowen, LLP	\$217.20	SAA: December 2024 Legal Svcs; Eminent Domain - Haywood Taylor Blvd; Legal Svcs; E-Stone Creditor's Rights
1/28/2025	Armando J. de Solo III	\$125.00	FBO: Embroidery for Linemen Shirts
1/28/2025	Summit Fire & Security, LLC	\$480.50	SAA: Runway Cafe Restaurant Fire Suppression System Maintenance
1/28/2025	Swaine, Harris & Wohl, P.A.	\$2,895.00	SAA: December 2024 General On-Call Services; Legal Services; SLID Dispute
1/28/2025	TechHouse:Intergrated	\$2,201.90	SAA/FBO: Monthly Recurring Software Fees; General IT Support - Prep & Travel for Board Meeting; Audit/IT Walkthroughs; Printer Setup
1/30/2025	Becker & Poliakoff, P.A.	\$500.00	SAA: Retainer Fee for Proposed Leasehold Condominium
<b>Total Paid:</b>		<b>\$215,320.51</b>	

## January 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/5/2025	STARLINK INTERNET	\$500.00	SAA/FBO: Satellite Internet Service
1/5/2025	AMAZON MKTPL ZP3SE9IT0	\$550.54	SAA: Door Closers for Terminal Building
1/6/2025	HIVIS & SUMMIT SAFETY	(\$37.93)	FBO: Returned Uniform Shirts
1/6/2025	REALVNC LIMITED	\$47.42	FBO: Real VNC Subscription
1/6/2025	NAME TAG INC	\$73.80	SAA: Nametag Replacement Labels
1/6/2025	ALLEN ENTERPRISES INC	\$334.79	SAA: Beacon Light for Control Tower
1/6/2025	GOOGLE YouTube TV	\$82.89	SAA: Monthly Subscription for Terminal Building Waiting Area
1/6/2025	AMAZON MKTPL ZP9Q132U0	\$455.11	FBO/SAA: Wireless Keyboard and Rasberry Pi; Complimentary Mints and Pens
1/6/2025	ASTM FEES/PUBLICATIONS	\$99.00	FBO: ASTM Military Book for Quality Control Purposes
1/6/2025	INTERNATIONAL TRANSACTION	\$0.47	FBO: International Fee
1/6/2025	AMZN Mktpl US ZP94W4V71	\$29.70	FBO: Coffee Station Replenishment (Hot Chocolate)
1/7/2025	WAWA 5373	\$50.57	SAA: Fuel in Operations Vehicle
1/7/2025	AMAZON MKTPL ZP0S05821	\$83.97	SAA: LED Lights for Lockwood Build Center
1/7/2025	IN WOMEN IN AVIATION INT	\$500.00	SAA: Annual Membership for Corporate Dues
1/7/2025	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
1/8/2025	MARATHON PETRO232694	\$49.59	FBO: Fuel in Courtesy Vehicle
1/8/2025	PALMER ACE HDWE	\$27.15	FBO: Repairs to APBR Jet Truck 5000-1
1/8/2025	AMAZON MKTPL ZD1UW1GY0	\$120.49	FBO: Pens, Single Hole Punch and Fire Extinguisher Tags
1/8/2025	NAPA AUTO PARTS 161	\$63.98	FBO: Maintenance Tool for Repairs Drill Bit set for Retapping
1/8/2025	AMAZON MKTPL ZD7XP3GJ0	\$60.23	SAA: WWII Aircraft Garment for Hendrick Airfield Display Case at County Government Building
1/8/2025	AMZN Mktpl US ZD58O7PM0	\$38.73	SAA: WWII Aircraft Model for Hendrick Airfield Display Case at County Government Building
1/9/2025	APEX OFFICE PRODUCTS INC	\$328.61	SAA/FBO: Supply Replenishment (Trash bags, Multifold Towels,
1/9/2025	THE HOME DEPOT #6340	\$41.51	SAA: Materials for Control Tower Floor
1/9/2025	ADOBE ADOBE	\$239.90	SAA: Monthly Subscriptions
1/9/2025	ACCESSIBE.COM	\$980.00	SAA/CRA: Annual Dues for Web Accessible
1/10/2025	WAWA 5370	\$64.56	FBO: Fuel in Courtesy Vehicle
1/10/2025	AMAZON MKTPL ZD4T21QA0	\$15.30	FBO: Disposable Spoons/Forks for Linemen & CSR's
1/10/2025	OFFICE DEPOT #2362	\$41.45	FBO: Whiteout, Expo Markers and Super Glue
1/10/2025	AMZN Mktpl US ZD7OG8FJ1	\$31.59	SAA: WWII US Army Hat for Hendricks Airfield Display Case at County Government Building
1/10/2025	AMAZON MKTPL Z59XE05D2	\$48.80	SAA: Name Badges, Insert Labels and Safety Caution Tape for Girls In Aviation Day
1/10/2025	CIRCLE K 07515	\$79.00	SAA: Fuel for Maintenance Truck
1/10/2025	ALLEN ENTERPRISES INC	\$695.20	SAA: Airfield Lighting
1/10/2025	LOOPNET COSTAR	\$198.00	SAA: Online SAA Realty Listing Company
1/11/2025	WAWA 5370	\$48.51	FBO: Fuel in Courtesy Vehicle
1/11/2025	AMAZON MKTPL ZD6HA0TF1	\$48.68	SAA: Display Sign Holders
1/12/2025	AMAZON MKTPL ZD05Y7GZ1	\$39.99	FBO: Office Supplies - Desk organizer for Front Desk
1/13/2025	THE HOME DEPOT #6340	\$66.47	SAA: Materials for Control Tower Waterline Break
1/13/2025	PORT PUBLISHING	\$350.00	SAA: Advertising in the Fort Lauderdale Airports and Freight
1/14/2025	SP SRQCOFFEE.COM	\$104.54	FBO: Coffee Station Replenishment (Coffee)
1/14/2025	BARCODES GROUP, INC.	\$720.08	FBO: Corded Barcode Scanner and Barcode Printer
1/14/2025	WAWA 5373	\$53.16	SAA: Fuel in Operations Vehicle
1/15/2025	PALMER ACE HDWE	\$35.58	FBO: APBR 5000-2 Safety Wire and Padlocks
1/15/2025	APSAVIATION.COM	\$153.70	FBO: HydroKit for End of Month
1/15/2025	BARCODES GROUP, INC.	\$472.24	FBO: Wireless Barcode Scanner and Barcode Labels
1/15/2025	HIGHLANDS CO TAX COLLECTO	\$387.21	SAA: Tag/Registration Fee 2025 Traverse
1/15/2025	URBAN LAND INSTITUTE	\$336.00	SAA: Annual Membership Dues
1/16/2025	WING AERO PRODUCTS	\$106.53	FBO: Wing Aero Supplies Gats Jar Log Books and Far Aim
1/16/2025	AMAZON MKTPL Z56742CM1	\$72.96	FBO: Coffee Station Replenishment (Stirrer Sticks, Honey Sticks)
1/16/2025	BARCODES GROUP, INC.	\$129.26	FBO: Honeywell Service Contract for Barcode Scanner and Barcode Printer

## January 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/16/2025	THE HOME DEPOT #6340	\$163.28	SAA: Materials for 30amp Connection for Lektro Aircraft Tug
1/17/2025	CIRCLE K 07515	\$41.43	FBO: Fuel in Courtesy Vehicle
1/17/2025	AMAZON MKTPL ZG40S0QJ2	\$45.99	SAA:WWII Aircraft Model for Hendrick Airfield Display Case at County Government Building
1/17/2025	TST SEVEN SEBRING RACEWA	\$94.92	SAA: Luncheon with Board Member
1/17/2025	VBS VONAGE BUSINESS	\$4.09	SAA: Purchase of Conference Calling Feature
1/17/2025	CIRCLE K 07515	\$72.00	SAA: Fuel for Maintenance Truck
1/17/2025	SUNPASS ACC122820104	\$12.92	SAA: Out -of-Town Tolls Paid
1/17/2025	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
1/20/2025	BASS PRO STORE FORT MYER	\$279.95	FBO: Wildlife Equipment Cameras
1/20/2025	AMAZON MKTPL ZC1237NH2	\$254.21	SAA: Office Supplies for Accounting Dept and Organizers
1/21/2025	Amazon.com ZC4QJ1E22	\$26.81	FBO/SAA: Batteries for Restock
1/21/2025	GOOD SPORTSMAN MARKETING,	\$120.00	FBO: 1 Yr Wildlife Camera Subscription
1/21/2025	REMARKABLE	\$676.18	SAA: Purchase of reMarkable Paper Pro Tablet
1/22/2025	THE HOME DEPOT #6340	\$26.08	SAA: Rat Traps
1/22/2025	CIRCLE K 00035	\$30.00	FBO: Fuel in Courtesy Vehicle
1/22/2025	WAWA 5370	\$46.00	FBO: Fuel in Courtesy Vehicle
1/22/2025	ACE PACK & SHIP	\$8.26	FBO: Shipping Boxes
1/22/2025	GOOD SPORTSMAN MARKETING,	\$140.00	FBO: 1 Yr Wildlife Camera Subscription
1/22/2025	Amazon.com ZG4BH7HS0	\$199.00	SAA: Bluetooth Communication Equipment
1/22/2025	INTERNATIONAL TRANSACTION	\$6.76	SAA: Fee for reMarkable Paper Pro Transaction
1/22/2025	SQ EXPOMERCH LLC	\$300.00	SAA: GIAD Activity Kits Purchased
1/22/2025	SQ STRANGELY WARMED COFF	\$37.50	SAA: Coffee Station Replenishment (Coffee) Staff
1/22/2025	AMZN Mktp US ZG1RE0BN0	\$999.99	SAA: Terminal Building LED Flat Panel Lighting
1/22/2025	AMAZON MKTPL Z52K93I41	\$25.98	SAA: File Storage Labels Cardstock
1/23/2025	GAMMON TECHNICAL PRODUCTS	\$645.46	FBO: APBR 1 Gal Samples, Boxes, FSII Drying Tube, 100LL Nozzles
1/23/2025	AMAZON MKTPL ZG0J97CC1	\$27.30	SAA: Coffee Station Replenishment (Cocoa Mix) Staff
1/24/2025	AMAZON MKTPL ZC75012L2	\$20.34	FBO: Tagging Guns and Price Tags for Inventory
1/24/2025	EXXON LAMOSS INC.	\$45.20	FBO: Fuel in Courtesy Vehicle
1/24/2025	VBS VONAGE BUSINESS	\$450.01	FBO/SAA: Monthly Phone Service
1/24/2025	WAWA 5373	\$56.21	SAA: Fuel in Operations Vehicle
1/24/2025	AMAZON MKTPL ZG1VB99E0	\$18.99	SAA: Case for reMarkable Paper Pro
1/24/2025	(PC) 8072 EW SEBRING	\$26.30	SAA: Terminal Building Electrical Materials
1/26/2025	Amazon.com Z71OE44F2	\$90.28	FBO: Coffee Station Replenishment (Vanilla & Regular Creamer)
1/27/2025	AMZN Mktp US ZG89C0KN1	\$39.80	FBO: Coffee Station Replenishment (Half & Half)
1/27/2025	SP SRQCOFFEE.COM	\$104.54	FBO: Coffee Station Replenishment (Coffee)
1/27/2025	BARCODES GROUP, INC.	\$24.89	FBO: Service Contract on Barcode Scanner
1/27/2025	WWW.TAX1099.COM	\$87.24	SAA: Annual 1099 Online Submission
1/27/2025	MICHAELS STORES 7764	\$31.97	SAA: Frame, Matting and Paper for Display Case at County
1/27/2025	WCI SEBRING HAULING	\$1,191.20	SAA/FBO: Monthly Waste Collection Service
1/28/2025	CIRCLE K 07515	\$57.04	FBO: Fuel in Courtesy Vehicle
1/28/2025	RACEWAY 994 53609947	\$79.00	SAA: Fuel for Maintenance Truck
1/28/2025	THE HOME DEPOT #6340	\$147.76	SAA: Door Knob and Insulation Materials for Building 735
1/29/2025	EXXON LAMOSS INC.	\$23.00	FBO: Fuel in Courtesy Vehicle
1/29/2025	AMAZON MKTPL ZC8G434D1	\$137.41	FBO: Rechargeable Batteries, Thermal Paper and Bungee cord
1/29/2025	Mailchimp	\$26.50	SAA: Email Marketing Tool
1/30/2025	GAMMON TECHNICAL PRODUCTS	\$121.97	FBO: Single Point Nozzles Repair APBR 5000-1
1/31/2025	WALMART.COM	\$228.00	FBO: New Visual Display for FBO Lineman Office to Monitor Avman Fuel Board and Flightaware
1/31/2025	MARATHON PETRO149666	\$51.51	SAA: Fuel in Operations Vehicle
2/1/2025	AMAZON MKTPL Z79CT2R42	\$29.99	FBO: Visual Display Mount for Lineman Office
2/1/2025	VERIZONWRLSS RTCCR VB	\$1,267.99	SAA/FBO: Monthly Mobile Service January 2025
2/2/2025	AMAZON MKTPL 5Y4FY0PP3	\$5.09	SAA: Weekly Planner 2025
2/3/2025	CIRCLE K 07515	\$54.00	FBO: Fuel in Courtesy Vehicle
2/3/2025	CIRCLE K 06730	\$45.05	SAA: Fuel in Operations Vehicle



## January 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
2/3/2025	SQ TASTE	\$55.81	SAA: Travel Expense 2025 FAA Southern Region Airports Conference
2/3/2025	GOOGLE YouTube TV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
2/3/2025	AMAZON MKTPL Z761U9EX0	\$147.99	SAA: Lights Purchased for Terminal Building
Total Due:		\$18,543.77	

## February 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
2/4/2025	Gibson Aviation Services Inc.	1,407.31	FBO: Fuel Truck 5000-3 Troubleshooting & Repairs; Installed Tubing & Couplings on Prist Injection System
2/4/2025	Mosaix Software Inc.	1,150.00	FBO: Avman Software Series 1 Training for Managers, CSR's & Line Techs
2/4/2025	Air & Electrical Services, Inc	149.23	SAA: Replaced Switch for Pendant Lights at Runway Cafe
2/4/2025	Aaron's Carts Plus Inc.	763.85	FBO: Repairs to Golf Cart (Starter Generator, Intake Hose, Spark Plug)
2/4/2025	Bella Villa 31	2,980.00	SAA/FBO: January 2025 Cleaning of Terminal Building
2/4/2025	BEVO Security Solutions	3,202.50	SAA: Maintenance on Gates - Twice a Year Contract
2/4/2025	C & C Plumbing, Inc.	513.35	SAA: Terminal Building - Replaced the Leaking Supply Line on Tankless Water Heater; Repaired Leaks on the Women's Water Closet
2/4/2025	Cintas	204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
2/4/2025	Cintas	122.00	SAA/FBO: Monthly Agreement for AED System
2/4/2025	Clyde Johnson Contracting & Roofing, Inc.	10,658.00	SAA: Building #735 Refurbishment - Insulation Repairs and Updates
2/4/2025	Copy Life Inc	261.16	SAA/FBO: January 2025 Copies
2/4/2025	CrawfordTech Government Solutions LLC	105.60	SAA/CRA: January 2025 Board Packet Transcripts
2/4/2025	Crown Shredding	241.76	SAA: Annual Shredding of Old Records
2/4/2025	Leaf Capital Funding, LLC	457.26	SAA/FBO: Lease of Copy Machines
2/4/2025	Rapid Systems	638.95	SAA/FBO: January 2025 Monthly Internet Terminal Building
2/10/2025	Ascent Aviation Group	23,622.96	FBO: Jet-A Fuel @ KSEF
2/10/2025	Ascent Aviation Group	33,045.49	FBO: 100LL Avgas @ KSEF
2/11/2025	CAMP Software Inc.	297.50	FBO: TFBO Software for 5 Users February 2025
2/11/2025	Mosaix Software Inc.	85.00	FBO: 1 Additional CSR User for Avman Software
2/11/2025	Ascent Aviation Group	46.00	FBO: CC Heartland Warranty Fee/CC Communication Fee
2/11/2025	Alan Jay Automotive	76.25	SAA: 2023 Silver Ford Explorer #00724 Oil Change & Tire Rotation - Courtesy Vehicle
2/11/2025	Universal Protection Service, LLC	13,906.26	SAA: January 2025 Security Services
2/11/2025	Cintas	204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
2/11/2025	CliftonLarsonAllen	437.50	SAA: Monthly Lease & SBITA Software Fees
2/11/2025	Lumen	1,151.82	SAA/FBO: February 2025 Fiber Optics
2/11/2025	Federal Express Corporation	56.15	SAA: Express Shipping Charges
2/11/2025	The News Sun	545.00	SAA: Lake Placid Chamber Guide
2/11/2025	Paul C Valladares Jr	270.00	SAA/FBO: February 2025 Plant Services
2/11/2025	Armando J. de Solo III	429.00	FBO: Sebring Airport Hats for Resale
2/11/2025	Sunny South Exterminators, Inc.	800.00	SAA: Annual Pest Control at Bldg. #22 - TGH Aeromed & Tecnam
2/11/2025	TechHouse:Intergrated	4,492.88	SAA/FBO: Annual Subscriptions - Microsoft Products; General IT Support - Setup New Printer & Scanner
2/14/2025	Pitney Bowes Global Financial	500.00	SAA: Prepaid Postage Replenishment
2/18/2025	Mosaix Software Inc.	1,235.00	FBO: Avman Software Series 1 - March 2025
2/18/2025	Ascent Aviation Group	112.70	FBO: WingPoints Issued Thru 01.29.25
2/18/2025	Craig D Curtis	40.00	SAA: Adjusted Lock on Glass Door in Hall Behind FBO
2/18/2025	Michael Byrd	2,912.40	SAA: Tile, Grout & Carpet Cleaning in Terminal Bldg.; Strip/Wax Cafe
2/18/2025	George E. Cline dba ATC Tower Pros	5,000.00	SAA: 2025 Air Traffic Controller for Twelve Hours of Sebring Race Deposit
2/18/2025	Big Messages LLC	347.10	SAA/FBO: After Hours Telephone Answering Service
2/18/2025	Bugs Bee-Ware Ext., Inc.	976.00	SAA: Insecticide Application, Nutritional Blend, Herbicide Application
2/18/2025	Cintas	204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
2/18/2025	Delaney Fence Co Inc	6,824.50	SAA: Removed Damaged Existing Fence Due to Global Engine Maintenance/Testing Interference; Installed 10x Temporary Panels for Months; Replaced with New Galvanized Chain link Fence
2/18/2025	Petty Cash Reimbursement	200.11	SAA: Petty Cash Reimbursement 10.01.24 - 02.14.25
2/18/2025	Risk Management Associates Inc	90,105.00	SAA: 3rd Installment - Preferred Governmental Trust (PGIT) - Business Auto, General Liability, Crime, Public Officials Liability, Inland Marine, Commercial Property
2/21/2025	Highlands County Board of	400.00	SAA: Public Right of Way Permit
2/21/2025	DBT Transportation Services	6,396.00	SAA: AWOS Service - Annual NADIN & Tri-Annual Maintenance/Inspection
2/24/2025	Ascent Aviation Group	23,957.81	FBO: Jet-A Fuel @ KSEF
2/25/2025	Atkins North America, Inc.	39,712.50	SAA: January 2025 General On-Call Consulting Services
2/25/2025	Bryant Miller Olive P.A.	2,690.00	SAA: January 2025 Legal Services
2/25/2025	Cintas	378.22	SAA/FBO: Weekly Svcs; Mats, Soap, Aircare, GermX, FBO Red Mats

## February 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
2/25/2025	Department of Management Svcs.	337.57	SAA/FBO: January 2025 Audio Long Distance & Local Services
2/25/2025	Excavation Point Inc.	525.00	SAA: Building #735 Refurbishment - Dumpster Rental
2/25/2025	Jack's Lawn Service	9,175.00	SAA: February 2025 Lawn & Landscape Care; Jan 2025-Feb 2025 Diversified CPC Lawn Care
2/25/2025	Leaf Capital Funding, LLC	457.26	SAA/FBO: Lease of Copy Machines
2/25/2025	Shutts & Bowen, LLP	2,322.00	SAA: January 2025 Legal Svcs; Star Farms Corp; EStone Creditor's Rights
2/25/2025	Swaine, Harris & Wohl, P.A.	6,535.69	SAA: January 2025 General On-Call Services; January 2025 Legal Services - SLID Dispute; EStone
2/25/2025	TEAMFL	1,800.00	SAA: 2024-2025 Annual Membership Dues
2/25/2025	TechHouse:Intergrated	1,500.75	SAA/FBO: Monthly Recurring Software Fees; General IT Support
2/27/2025	SWK Technologies, Inc.	475.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
2/28/2025	A1 Safari Glass Inc.	485.00	SAA: Deposit for Removal of Existing Sealant and Reseal Exterior Windows - Terminal Building Airside

**Total Paid: 307,926.14**

## February 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
2/3/2025	RACETRAC 283 00002832	\$33.54	SAA: Fuel in Operations Vehicle
2/3/2025	THE HOME DEPOT #6340	\$159.84	SAA: Ceiling Tiles for Terminal Building
2/4/2025	AMAZON MKTPL Z74MD8L11	\$79.98	FBO: CSR Work Uniform Pants
2/4/2025	GOOD SPORTSMAN MARKETING	(\$20.00)	FBO: Wireless Camera Subscription Cancelled
2/4/2025	SILOM THAI AND SUSHI BAR	\$32.00	SAA: Out-of-Town Travel Expense - Meals
2/4/2025	WALGREENS #5947	\$57.40	SAA: Photos for Display Case at County Government Building
2/4/2025	OFFICE DEPOT #2362	\$6.68	SAA: Double Sided Tape/Tabs for Display Case at County Government Building
2/5/2025	Amazon.com 6W6L18RY3	\$69.63	FBO: Coffee Station Replenishment
2/5/2025	SILOM THAI AND SUSHI BAR	\$20.50	SAA: Out-of-Town Travel Expense - Meals
2/5/2025	CIRCLE K 07515	\$85.00	SAA: Fuel for Maintenance Truck
2/5/2025	STARLINK INTERNET	\$500.00	SAA/FBO: Monthly Back-up Satellite Internet Service
2/5/2025	APEX OFFICE PRODUCTS INC	\$383.92	SAA/FBO: Operations Supplies (Trifold Towels, Toilet Paper, Copy Paper)
2/6/2025	EXXON LAMOSS INC.	\$76.55	FBO: Fuel in Courtesy Vehicle
2/6/2025	ADVANCE AUTO PARTS #9524	\$23.64	FBO: Repair to 2014 Tahoe
2/6/2025	SQ AVIVA BY KAMEEL	\$24.23	SAA: Out-of-Town Travel Expense - Meals
2/6/2025	WYNDHAM	\$780.87	SAA: Out-of-Town Travel Expense - Hotel for 2025 FAA Southern Region Airports Conference (Atlanta, GA)
2/6/2025	APEX OFFICE PRODUCTS INC	\$207.45	SAA/FBO: Operations Supplies: Trifold Paper Towels
2/6/2025	LOOPNET	\$198.00	SAA: Online SAA Realty Listing Company
2/7/2025	SP SRQCOFFEE.COM	\$219.80	FBO: Coffee Station Replenishment
2/7/2025	PAYPAL CUPPRINTLLC	\$596.20	FBO: SAA Logoed Coffee Cups
2/7/2025	AMAZON MKTPL EQ6FX3PC3	\$74.98	SAA: Supplies Purchased for Pilot's Bathroom
2/7/2025	APEX OFFICE PRODUCTS INC	\$207.45	SAA/FBO: Operations Supplies: Trifold Paper Towels
2/7/2025	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention - February 2025
2/8/2025	CIRCLE K 07515	\$51.30	FBO: Fuel in Courtesy Vehicle
2/8/2025	BUC-EE'S #51	\$46.09	SAA: Out-of-Town Travel Expense - Fuel
2/8/2025	WAWA 5373	\$56.42	SAA: Fuel in Operations Vehicle
2/9/2025	NBAA-REGISTRATION	\$185.00	SAA: Out-of-Town Expense - National Business Aviation Association Conference (Orlando, FL)
2/9/2025	ADOBE ADOBE	\$239.90	SAA: Monthly Software Subscriptions
2/10/2025	CIRCLE K 07515	\$58.30	FBO: Fuel in Courtesy Vehicle
2/10/2025	NAPA AUTO PARTS 161	\$252.75	FBO: Golf Cart 4 Repair Parts; Wipes & Towels for Fuel Farm & Truck
2/10/2025	WWW.TAX1099.COM	\$51.88	SAA: Online Submission 1095-B Health Insurance Coverage
2/11/2025	NIC - FDLE CCHINET	\$25.00	FBO: New Employee Background Check
2/12/2025	WAWA 5370	\$45.00	FBO: Fuel in Courtesy Vehicle
2/12/2025	AMZN MKTP US O19TQ1QE3	\$48.64	SAA: Turn Buckles for Building #735 Refurbishment
2/12/2025	APEX OFFICE PRODUCTS INC	\$27.26	SAA/FBO: Trash Can Liners
2/13/2025	MARATHON PETRO242701CITGO	\$81.31	SAA: Fuel for Operations Vehicle
2/13/2025	AMAZON.COM CR6DN0753	\$17.46	SAA: Bait for Animal Traps
2/13/2025	AMAZON MKTPL 3M7ZB0GT3	\$146.99	SAA: LED Lights for Commercial Hangar
2/13/2025	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
2/14/2025	THE HOME DEPOT #6340	\$62.72	FBO: Wood for Making Aircraft Parking Chocks
2/14/2025	WAWA 5370	\$80.86	FBO: Fuel in Courtesy Vehicle
2/14/2025	WM SUPERCENTER #666	\$47.92	FBO: Coffee Station Replenishment
2/14/2025	NAPA AUTO PARTS SEBRING	\$28.07	FBO: Funnel/ Window Crank
2/14/2025	NAPA AUTO PARTS SEBRING	\$187.96	FBO: Fuel Cans for Fuel Farm
2/14/2025	WAWA 5373	\$52.09	SAA: Fuel in Operations Vehicle
2/14/2025	CIRCLE K 07515	\$78.00	SAA: Fuel for Maintenance Truck
2/15/2025	AMAZON MKTPL Q949E8LE3	\$62.96	FBO: Coffee Station Replenishment & Complimentary Mints
2/15/2025	AMAZON.COM QE0MG10G3	\$65.86	FBO: Coffee Station Replenishment & Can Liners
2/16/2025	AMAZON PRIME 7J9VM3WL3	\$139.00	SAA: Amazon Annual Membership Fee
2/17/2025	WAWA 5370	\$33.58	FBO: Fuel in Courtesy Vehicle
2/17/2025	W & W LMB LAKE PLACID	\$9.99	FBO: Repairs to Lavatory Cart
2/18/2025	SENTRYLINK	\$19.95	FBO: New Employee Background Check
2/18/2025	AMZN Mktpl US KE8RL3TF3	\$21.99	FBO: Rope Tie Downs for Aircraft Parking
2/18/2025	ENGINEERED SPECIALTY PRO	\$107.71	FBO: Recalibration of Master Gauge on Fuel Truck
2/18/2025	NATIONAL CARTS	\$2,250.00	SAA/FBO: Rental of 3 Golf Carts for Race Week Use by Staff
2/19/2025	MARATHON PETRO242701CITGO	\$53.13	FBO: Fuel in Courtesy Vehicle
2/19/2025	AMAZON MKTPL 0N0ZW8UC3	\$63.47	FBO: Lighted Batons and Graduated Cylinder Fuel Test
2/19/2025	SQ ZACKS PIZZA & BBQ	\$91.45	SAA/FBO: Lunch for February Employee Safety Meeting
2/20/2025	EXXON LAMOSS INC.	\$43.71	FBO: Fuel in Courtesy Car
2/20/2025	DOCUSIGN INC.	\$960.00	SAA/FBO: Annual Subscription for Online DocuSign for Documents
2/21/2025	AMAZON MKTPL GK8Q019U3	\$32.98	FBO: Hangers and Dividers for Resale Shirts
2/21/2025	GOOD SPORTSMAN MARKETING,	\$20.00	FBO: Wireless Camera Subscription
2/21/2025	PUBLIX #1547	\$38.22	SAA: Girls in Aviation Day Snacks and Waters for Participants

## February 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
2/21/2025	SUNPASS ACC124722279	\$20.63	SAA: Out-of-Town Travel Tolls Paid
2/22/2025	AMAZON MKTPL QV91O16Y3	\$90.97	FBO: Uniform Shirts for Employee
2/23/2025	AMAZON MKTPL ZV88H1Z42	\$208.28	FBO: Linemen Uniforms
2/23/2025	AMAZON MKTPL LV4SU9NP3	\$41.98	FBO: Complimentary Breath Mints
2/24/2025	WAWA 5370	\$51.56	FBO: Fuel in Courtesy Car
2/24/2025	NAPA AUTO PARTS SEBRING	\$33.39	FBO: Operations Supplies - Heat Shrink
2/24/2025	VBS VONAGE BUSINESS	\$450.01	FBO/SAA: Monthly Phone Service
2/25/2025	AMAZON MKTPL 310610GW3	\$18.48	FBO: Coffee Station Replenishment
2/25/2025	AMAZON MKTPL PLACE PMTS	(\$36.99)	FBO: Return of Uniform Shirts (Wrong Size)
2/25/2025	SP SRQCOFFEE.COM	\$199.80	FBO: Coffee Station Replenishment (Coffee)
2/25/2025	AMAZON MKTPL L58P14X13	\$59.00	FBO: Operations Supplies - 10 Pound Ice Bags
2/25/2025	AMAZON MKTPL P58RW8AC3	\$35.90	SAA: Employee Only Entrance ADA Signs for Rear Doors of Terminal Building
2/25/2025	RACEWAY 994 53609947	\$71.00	SAA: Fuel for Maintenance Truck
2/25/2025	AMAZON MKTPL N77I59MQ3	\$63.98	SAA: Desk Clamp Power Strip and Soundbar
2/26/2025	RACEWAY 994 53609947	\$45.19	FBO: Fuel in Courtesy Car
2/26/2025	RACEWAY 994 53609947	\$61.12	FBO: Fuel in Courtesy Car
2/26/2025	AMAZON MKTPL KH5JJ1S63	\$43.16	FBO: Uniform Shirts for Employee
2/26/2025	AMAZON MKTPL ZJ3NG2OB3	\$331.26	FBO: Coffee Station Replenishment & Complimentary Breath Mints
2/26/2025	YARBROUGH TIRE PROS & SE	\$628.20	FBO: Golf Cart Tires
2/26/2025	WAWA 5230	\$71.17	SAA: Fuel in Operations Vehicle
2/27/2025	WAWA 5370	\$39.00	FBO: Fuel in Courtesy Car
2/27/2025	WAWA 5370	\$47.66	FBO: Fuel in Courtesy Car
2/27/2025	AMAZON MKTPL WY36I95U3	\$14.45	FBO: Coffee Station Replenishment
2/27/2025	AMAZON.COM EH2707RF3	\$189.16	FBO/SAA: Gator Tires & Tubes
2/27/2025	WAWA 5370	\$43.48	SAA: Fuel in Operations Vehicle
2/27/2025	AMAZON MKTPL CC7FD2683	\$294.37	SAA: New Computer Monitors For Accounting Department
2/28/2025	AMAZON MKTPL MC3MM2TE3	\$35.98	FBO: Heat Shrink and Antennas for Unicom Radio
2/28/2025	FLORIDA TIRE TERMINAL	\$971.29	FBO: Jet-A Truck 5000-2 APBR Tires
2/28/2025	AIRBNB HMJA3F393B	\$2,917.27	SAA: Payment on Balance Due on Control Tower Lodging for 12 Hours of Sebring Race Week
2/28/2025	MAILCHIMP	\$26.50	SAA: Email Marketing Tool
3/1/2025	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention - March 2025
3/3/2025	GOOGLE YOUTUBE TV	\$94.25	SAA: Monthly Subscription Terminal Building Waiting Area

**Total Due: \$17,520.08**

Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 3/11/2025  
Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
AVCON Avcon, Inc.									
129920 OC	2/1/2025	3/3/2025	2,145.00	0.00	2,145.00	0.00	0.00	0.00	SAA: January 2025 General On-Call Services
Vendor AVCON Totals:			2,145.00	0.00	2,145.00	0.00	0.00	0.00	
BECKER Becker & Poliakoff, P.A.									
5209842	3/4/2025	4/3/2025	22.00	22.00	0.00	0.00	0.00	0.00	SAA: Construction Claims with Frasier Contract
5209846	3/4/2025	4/3/2025	18.00	18.00	0.00	0.00	0.00	0.00	SAA: General Construction Issues
5210023	3/4/2025	4/3/2025	425.00	425.00	0.00	0.00	0.00	0.00	SAA: Review of Leasehold
Vendor BECKER Totals:			465.00	465.00	0.00	0.00	0.00	0.00	
BRYANT Bryant Miller Olive P.A.									
85405 SLID	2/28/2025	3/30/2025	3,970.00	3,970.00	0.00	0.00	0.00	0.00	SAA: February 2025 Legal Svcs; RE: SLID Stormwater Treatment
85406 OBRIEN	2/28/2025	3/30/2025	5,799.00	5,799.00	0.00	0.00	0.00	0.00	SAA: February 2025 Legal Svcs; Landlord/Tenant Dispute with O'Brien Helicopters
85407 ESTONE	2/28/2025	3/30/2025	720.00	720.00	0.00	0.00	0.00	0.00	SAA: February 2025 Legal Svcs; Landlord/Tenant Dispute with EStone USA Corp.
Vendor BRYANT Totals:			10,489.00	10,489.00	0.00	0.00	0.00	0.00	
CINTAS Cintas									
4223150273	3/5/2025	4/4/2025	204.25	204.25	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
Vendor CINTAS Totals:			204.25	204.25	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn Service									
2425	3/1/2025	3/31/2025	425.00	425.00	0.00	0.00	0.00	0.00	SAA: March 2025 Diversified CPC Lawn Care
2450	3/1/2025	3/31/2025	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: March 2025 Lawn and Landscape Care
2451	3/1/2025	3/31/2025	850.00	850.00	0.00	0.00	0.00	0.00	SAA: March 2025 Tree Trimming and Lawn Care at EStone for Race Week
Vendor JACKS Totals:			9,600.00	9,600.00	0.00	0.00	0.00	0.00	
PAYCHEX Paychex of New York LLC									
8754780	3/5/2025	3/20/2025	120.00	120.00	0.00	0.00	0.00	0.00	SAA/FBO: March 2025 Monthly Fee for Stratustime - Online Time Keeping Program
Vendor PAYCHEX Totals:			120.00	120.00	0.00	0.00	0.00	0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
165343 OC	2/28/2025	3/30/2025	1,938.46	1,938.46	0.00	0.00	0.00	0.00	SAA: February 2025 General On-Call Services
165344 ESTONE	2/28/2025	3/30/2025	767.01	767.01	0.00	0.00	0.00	0.00	SAA: February 2025 Legal Services - Estone
165345 SLID	2/28/2025	3/30/2025	860.00	860.00	0.00	0.00	0.00	0.00	SAA: February 2025 Legal Services - SLID Dispute
Vendor SWAINE Totals:			3,565.47	3,565.47	0.00	0.00	0.00	0.00	
Report Totals:			26,588.72	24,443.72	2,145.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 3/11/2025  
Sebring Airport Authority (FBO)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
1086100	1/28/2025	3/14/2025	24,885.16	0.00	24,885.16	0.00	0.00	0.00	FBO: Jet-A Fuel @ APBR
1089937	2/11/2025	3/28/2025	23,140.37	23,140.37	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ APBR
1091771	2/19/2025	4/5/2025	23,653.95	23,653.95	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ APBR
1093073	2/23/2025	3/15/2025	23,613.83	23,613.83	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ KSEF
1094119	2/28/2025	3/20/2025	23,188.83	23,188.83	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ KSEF
1095484	3/5/2025	4/19/2025	23,360.00	23,360.00	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ APBR
1095662	3/5/2025	3/25/2025	31,978.30	31,978.30	0.00	0.00	0.00	0.00	FBO: 100LL Avgas @ KSEF
M319709	2/19/2025	3/11/2025	9.18	9.18	0.00	0.00	0.00	0.00	FBO: WingPoints Issued Thru 02.19.25
M320607	3/1/2025	3/11/2025	46.00	46.00	0.00	0.00	0.00	0.00	FBO: CC Heartland Warranty Fee/CC Communication Fee
M320884	3/5/2025	3/25/2025	2,532.00	2,532.00	0.00	0.00	0.00	0.00	FBO: Freight Charges for Fuel Truck Pick-up
Vendor ASCENT Totals:			176,407.62	151,522.46	24,885.16	0.00	0.00	0.00	
Report Totals:			176,407.62	151,522.46	24,885.16	0.00	0.00	0.00	

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Florida Department of Transportation (FDOT) Public Transportation Grant Agreement 448710-1-94-01.

**Background:** The Airport Authority received \$28,500.00 via Florida Department of Transportation (FDOT) grant funding to obtain design, permitting, and bidding services for a new 1,800ft x 40ft partial parallel Taxiway D to Runway 14-32. An amendment to FDOT Public Transportation Grant Agreement 448710-1-94-01 has been received for an additional \$125,000.00 that will be applied to project construction cost. The engineer of record has estimated construction cost at \$2,785,00.00. Project design and construction cost are 100% grant funded.

**Recommended Action:** Move to approve and ratify the execution and delivery of the FDOT Public Transportation Amendment to Public Transportation Grant 448710-1-94-01 and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved        X  

Denied                   

Tabled



**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 448710-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 NA	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 740100 55012020129 VF591173009002
Contract Number: G2X30	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:	NA		
CFDA Title: N/A				
CSFA Number: N/A				
CSFA Title: N/A				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 02/18/2025 | 5:44 PM EST, by and between the State of Florida, Department of Transportation ("Department"), and Sebring Airport Authority, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 5/20/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

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

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

1. **Amendment Description.** The project is amended to add state and local funds in accordance with the procedure for multi-year/phased airport projects.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 10/24

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

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$2,500,000 bringing the revised total cost of the project to \$2,785,000.

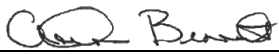
The Department's participation is X increased/ \_\_\_ decreased by \$125,000. The Department agrees to participate in the Project cost up to the maximum amount of \$153,500, and, additionally the Department's participation in the Project shall not exceed 5.51% of the total eligible cost of the Project.

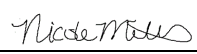
Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Sebring Airport Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:   
 Name: Andrew Bennett  
 Title: Deputy Director

Signed by:  
 By:   
 Name: Nicole E. Mills, P.E.  
 Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: , Senior Attorney (as to legality and form)

DS  


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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**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
448710-1-94-01	DDR	088719	2024	740100	N/A	N/A	\$28,500.00
448710-1-94-01	DPTO	088719	2025	740100	N/A	N/A	\$125,000.00
448710-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$2,375,000.00
448710-1-94-01	FAA	088719	2024	740100	N/A	N/A	\$256,500.00
Total Financial Assistance							\$2,785,000.00

**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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$153,500.00	\$0.00	\$2,631,500.00	\$2,785,000.00	5.51	0.00	94.49
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$153,500.00	\$0.00	\$2,631,500.00	\$2,785,000.00			

\*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)	
---	--

**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.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:  
*Dawn Gallon*

Signature

02/06/2025 | 9:07 AM EST

Date

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

Form 725-000-02  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

To: Dawn.Gallon@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

G2X30

2/5/2025

CONTRACT INFORMATION

Contract:	G2X30
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEBRING AIRPORT AUTHORITY
Vendor ID:	F591173009002
Beginning Date of This Agreement:	05/20/2024
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$153,500.00
Description:	Sebring Regional ARPT Partial Parallel Taxiway D

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 2/5/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$125,000.00
Financial Project:	44871019401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0002/04

Total Amount: \$125,000.00



Certificate Of Completion

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Status: Completed

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Contract Number (ex. C9A12, optional): G2X30

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 448710-1-94-01

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Dawn Gallon

AutoNav: Enabled

605 Suwannee Street

MS 20

Envelopeld Stamping: Enabled

Tallahassee, FL 32399-0450

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

dawn.gallon@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking


Status: Original

Holder: Dawn Gallon

Location: DocuSign

2/6/2025 9:05:06 AM

dawn.gallon@dot.state.fl.us

Signer Events	Signature	Timestamp
<div>Dawn Gallon</div> <div>dawn.gallon@dot.state.fl.us</div> <div>FDOT Aviation Coordinator</div> <div>Florida Department of Transportation</div> <div>Security Level: Email, Account Authentication (None)</div>	<div><div>DocuSigned by:</div><div></div><div>9EA4269114E440A...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 156.75.252.6</div>	<div>Sent: 2/6/2025 9:07:08 AM</div> <div>Viewed: 2/6/2025 9:07:14 AM</div> <div>Signed: 2/6/2025 9:07:21 AM</div>

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<div>Don Conway</div> <div>don.conway@dot.state.fl.us</div> <div>Senior Attorney</div> <div>Florida Department of Transportation</div> <div>Security Level: Email, Account Authentication (None)</div>	<div><div>DS</div><div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 156.75.252.6</div>	<div>Sent: 2/6/2025 9:07:23 AM</div> <div>Viewed: 2/6/2025 9:59:56 AM</div> <div>Signed: 2/6/2025 10:01:40 AM</div>
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Electronic Record and Signature Disclosure:

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Completed	Security Checked	2/6/2025 10:01:40 AM
Payment Events	Status	Timestamps



**RESOLUTION NO. 24-05**

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY  
APPROVING AND AUTHORIZING THE ELECTRONIC EXECUTION  
AND DELIVERY OF FLORIDA DEPARTMENT OF TRANSPORTATION  
GRANTS AND ALL RELATED DOCUMENTS REQUIRED BY OR FOR  
THE GRANT AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sebring Airport Authority has applied and will apply in the future for certain grants from the Florida Department of Transportation;

**WHEREAS**, the Sebring Airport Authority and the Florida Department of Transportation wish to enter into grant agreements via electronic signature and delivery;

**WHEREAS**, the Florida Department of Transportation wishes to update its information to provide for electronic signature and delivery of grant agreements.

**NOW, THEREFORE, BE IT RESOLVED BY** the members of the Sebring Airport Authority that:

**1.** The execution and delivery of Florida Department of Transportation grant agreements and related documents is hereby approved. The execution may be traditional signature or electronic signature.

**2.** The following is the Sebring Airport Authority's updated list of authorized personnel for traditional signature or electronic signature of Florida Department of Transportation grant agreements:

Name: Mike Willingham  
Title: Executive Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1300  
Email: mike@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Andrew Bennett  
Title: Deputy Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1319  
Email: andrew@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Colleen Plonsky  
Title: Director of Finance  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1302  
Email: cplonsky@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

3. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by a majority of the members of the Sebring Airport Authority on the 16<sup>th</sup> day of May, 2024.



(corporate seal)

**SEBRING AIRPORT AUTHORITY**

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

- ☐ Peter H. McDevitt, as its Chair or  
☒ Stanley Wells, as its Vice Chair

Attest: \_\_\_\_\_

- ☐ D. Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

## Certificate Of Completion

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Contract Number (ex. C9A12, optional): G2X30	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 448710-1-94-01	
Office (contact Procurement if add is needed):	
Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dawn Gallon
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	dawn.gallon@dot.state.fl.us
	IP Address: 156.75.252.6

## Record Tracking

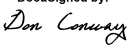
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## Signer Events

Don Conway  
don.conway@dot.state.fl.us  
Senior Attorney

Florida Department of Transportation  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
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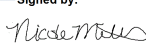
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Signed: 2/18/2025 11:22:01 AM

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Not Offered via DocuSign

Nicole Mills  
nicole.mills@dot.state.fl.us  
Director of Transportation Development  
Florida Department of Transportation  
Security Level: Email, Account Authentication  
(None)

Signed by:  
  
E4FD33AAA641427...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 107.115.112.53  
Signed using mobile

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/18/2025 5:44:07 PM
Completed	Security Checked	2/18/2025 5:44:07 PM

Payment Events	Status	Timestamps
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# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** State of Florida Department of Commerce (Florida Commerce) - Grant Agreement Number D0310.

**Background:** The Airport Authority has received \$300,000.00 via Florida Commerce Rural Infrastructure Fund grant to obtain design plans, specifications, and permitting for improvements to approximately 1.17 miles of Carroll Shelby Drive. The Rural Infrastructure Fund (RIF) facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation, capital investment and the strengthening and diversification of rural economies.

**Recommended Action:** Move to approve and ratify the execution and delivery of the Florida Commerce Grant Number D0310 and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved        X  

Denied                    

Tabled

**GRANT AGREEMENT  
BETWEEN THE  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
AND  
SEBRING AIRPORT AUTHORITY, FLORIDA**

**THIS GRANT AGREEMENT NUMBER D0310** (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **Sebring Airport Authority**, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective upon mutual execution of the FloridaCommerce grant agreement (the “Effective Date”) and will expire: (a) 24 months following the effective date (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

**B. FUNDING**

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to

both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

**1. Section 215.971, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

**2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee’s suspension or debarment.

### F. RECORDS AND INFORMATION RELEASE

**1. Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records



under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

**2. Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

**3. Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

**4. Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**5. Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Grantee's timely submittal



of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

**6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

**7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

## **G. TERMINATION AND FORCE MAJEURE**

**1. Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

**2. Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**4. Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

**5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the

other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## **H. BUSINESS WITH PUBLIC ENTITIES**

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS**

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform

the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

**1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## **K. RECOUPMENT OF FUNDS**

**1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

**2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

**3. Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

**4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other

reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## **L. INSURANCE**

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## **M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited

to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity

of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

#### **O. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

#### **P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

#### **Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

#### **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been

duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

#### **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

#### **T. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

#### **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

#### **V. NOTIFICATION OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.



## W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

**1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

**2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

**3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## **AA. INDEMNIFICATION**

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

**1.** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

**2.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

**3.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**4.** The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
Sebring Airport Authority	Andrew Bennett, Deputy Director
128 Authority Lane	128 Authority Lane
Sebring, Highlands 33870	Sebring, Highlands 33870
Telephone: 863-655-6444	Telephone: 863-314-1319
Email: <a href="mailto:cplonsky@sebring-airport.com">cplonsky@sebring-airport.com</a>	Email: <a href="mailto:andrew@sebring-airport.com">andrew@sebring-airport.com</a>

**Commerce's Agreement Manager:**

Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8435
Email: <a href="mailto:Alissa.Fan@commerce.fl.gov">Alissa.Fan@commerce.fl.gov</a>

**CC. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**Rest of page left intentionally blank; Attachments to follow after signature page.**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF  
COMMERCE**

**SEBRING AIRPORT AUTHORITY**

By \_\_\_\_\_  
Signature  
**J. Alex Kelly**

By \_\_\_\_\_  
Signature  
**Mike Willingham**

Title **Secretary**

Title **Executive Director**

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only  
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

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

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

## **ATTACHMENT 1 SCOPE OF WORK**

### **1. PROJECT DESCRIPTION:**

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(c), F.S., provides that Commerce may award grants for infrastructure feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities in order to facilitate timely response and induce the location or expansion of specific job creating opportunities in rural communities.

The Sebring Airport Authority (“Grantee”) will use funding to develop design plans for improvements to a dilapidated road known as Carroll Shelby Drive in the economically critical Logistics Park.

### **2. GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

- A. Engineering and Design Services
  - 1. Develop 60% design plans set.
  - 2. Develop 60% engineering report.
  - 3. Develop 60% engineers’ opinion of probable cost.
  - 4. Develop 100% geotechnical & survey reports.
- B. Engineering and Design Services
  - 1. Develop 100% design plans set.
  - 2. Develop 100% engineering report.
  - 3. Develop 100% engineers’ opinion of probable cost.
- C. Final Construction Document - Issued for Bid (“IFB”)
  - 1. Develop IFB design plans set.
  - 2. Develop IFB engineering report.
  - 3. Develop IFB engineers’ opinion of probable cost.

### **3. COMMERCE’S RESPONSIBILITIES:**

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement.
- B. Perform Agreement management responsibilities as stated herein.
- C. Reply to reasonable inquiries pursuant to the Agreement.
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

### **4. DELIVERABLES:**

Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Engineering and Design Services</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
The Grantee shall provide 60% design activities as identified in Section 2.A, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 100% completion of identified task listed in 2.A. evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in section 6 of this scope of work.</p> <p>2) Signed statement from and engineer certifying that the work for which reimbursement is sought is complete.</p> <p>3) Copy of 60% design plan set, 60% engineering report, and 60% engineers' opinion of probable cost.</p> <p>4) Copy of Geotechnical and Survey(s) Reports.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
<b>Deliverable No. 1 Not to Exceed: \$179,260.00</b>		
<b>Deliverable No. 2 – Engineering and Design Services</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
The Grantee shall provide design activities as identified in Section 2.B, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 100% completion of identified task listed in 2.B. evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in section 6 of this scope of work.</p> <p>2) Signed statement from and engineer certifying that the work for which reimbursement is sought is complete.</p> <p>3) Copy of 100% design plan set, 100% engineering report, and 100% engineers' opinion of probable cost.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
<b>Deliverable No. 2 Not to Exceed: \$110,600.00</b>		
<b>Deliverable No. 3 – Final Construction Document (Issued for bid)</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>

The Grantee shall provide Final Construction Document (Issued for bid) activities as identified in Section 2.C, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	The Grantee may request reimbursement upon 100% completion of identified task listed in 2.C. evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.  1) Invoice package as defined in section 6 of this scope of work.  2) Signed statement from and engineer certifying that the work for which reimbursement is sought is complete.  3) Copy of Issue for bid final construction documents.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.  Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
<b>Deliverable No. 3 Not to Exceed: \$10,140.00</b>		
<b>TOTAL AWARD NOT TO EXCEED: \$300,000.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

## 5. REPORTING:

**5.1 Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

**5.2 Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified

and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

**5.3 Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**6.1** Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**6.2** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

**6.2.1** A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

**6.2.2** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.

**6.2.3** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

**6.2.4** A copy of all supporting documentation for vendor payments.

**6.2.5** A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

**6.3** The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

**6.5** Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA



invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

**6.6** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

**6.6.1** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship: or

**6.6.2** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

**End of Attachment 1 (Scope of Work)**

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

received from Commerce, 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.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### **PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room

401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**EXHIBIT 1 to Attachment 2**

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

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

State Project: **FLORIDA DEPARTMENT OF COMMERCE**  
**CSFA: 40.042**  
**REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE**  
**\$300,000.00**

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

1. **ALL REQUIREMENTS OF THIS AGREEMENT.**
2. **PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL  
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO  
\$300,000.00.**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**Remainder of Page Intentionally Left Blank**

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

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

FEIN: \_\_\_\_\_

Grantee’s Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? \_\_\_\_Yes \_\_\_\_  
No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



## Rural Infrastructure Fund Program Contact Information Form

**Grantee Name:** \_\_\_\_\_

### Chief Elected Official

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

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

### Grant Agreement Manager (Must be a Grantee Representative)

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

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

### Secondary Grantee Representative (If Applicable)

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

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

### Consultant (If Applicable)

Name: \_\_\_\_\_ Company/Title: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** March 20, 2025

**PRESENTER:** Andrew Bennett

**AGENDA ITEM:** Carroll Shelby Rehabilitation – Phase 1 – AtkinsRealis Contract for Engineering Design Services and bidding assistance.

**BACKGROUND:** The scope of this project is to provide design and bidding services for phase 1 (approximately 1.17 miles) reconstruction of Carroll Shelby Road. The design services include pavement demolition, erosion control, pavement design, geometry, utilities, pavement markings, and grading & drainage improvements. Services will be performed for a total of One Hundred Eight (180) days from date of Notice to Proceed to Project Closeout.

**REQUESTED MOTION:** Approve and ratify the execution and delivery of: Professional Services Contract AtkinsRealis – Design & Permit Carroll Shelby Rd - \$378,000.00; and all action as taken by Airport Staff with respect thereto.

The remaining \$78,800.00 will be funded via CRA project allocations as budgeted.

**Board Action:**

Approved	<u>  X  </u>
Denied	<u>          </u>
Tabled	<u>          </u>



## **CONSULTANT SERVICES AUTHORIZATION**

(Reconstruction of Carroll Shelby Road)

**THIS AUTHORIZATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "SAA") and **ATKINSREALIS USA INC. f/k/a ATKINS NORTH AMERICA, INC.**, a Florida corporation (herein called "Consultant").

In consideration of the mutual promises made herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SAA and Consultant hereby agree as set forth below:

1. SAA and Consultant entered into that certain Contract for Continuing Services dated May 21, 2020 (the "Contract").
2. The parties wish to include the design and construction phase services for the reconstruction of Carroll Shelby Road as a separate Consultant Services Authorization under the Contract.
3. Consultant shall render the services and deliverables set forth in the Attachment A, which is attached hereto and incorporated herein, in a professional manner. The scope of work is subject to the limitations of Attachment B.
4. Unless sooner terminated as provided in the Contract, the term of this Authorization is for a period not to exceed seven months beginning from the initial site visit date agreed upon between the parties.
5. SAA agrees to pay Consultant the total lump sum of Three Hundred Seventy-Eight Thousand Eight Hundred Dollars (\$378,800.00) for the satisfactory performance and delivery of work and deliverables described or referenced in paragraph 3 above. The total lump sum includes all out-of-pocket expenses, and such expenses shall not be separately billed by Consultant for reimbursement by SAA. Consultant shall submit detailed, monthly invoices based on Consultant's estimate of proportion of work completed. SAA shall review each of Consultant's applications for payment to determine that the application is acceptable in both form and substance. If acceptable, SAA shall make payment for such amount as is due thereunder within thirty (30) days following receipt of said applications for payment. If unacceptable, SAA shall so notify Consultant, and Consultant shall provide such additional documentation as is reasonably necessary to satisfy SAA's concerns.
6. The Contract may be terminated as provided in the Contract for Continuing Services, and in the event SAA does so, Consultant shall grant SAA unlimited license to use the Work Product to complete any on-going projects, conditioned on the following:
  - A. Use by SAA of the Work Product is at SAA's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant, including design professionals.

B. Consultant is paid by SAA all monies due under subparagraph 5 above.

7. All documents provided by Consultant to SAA shall be in both hard copy and in digital, hyperlink formats.

8. The Contract shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect of the nature of the Contract. The Contract is terminable by either party with thirty (30) days written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

WITNESSES:

**SEBRING AIRPORT AUTHORITY**, a body  
politic and corporate of the State of Florida

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


By: \_\_\_\_\_  
☐ Peter H. McDevitt, as its Chair or  
☐ Stanley Wells, as its Vice Chair

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

Attest: \_\_\_\_\_  
☐ Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

  
Printed Name: KEVIN MCCUTLEY

**ATKINS NORTH AMERICA, INC.**, a Florida  
corporation

By:   
Darin R. Larson, as its Vice President

  
Printed Name: Heather Meyer

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** RFP 24-06 Airport Perimeter Canal Maintenance Cleaning - Segment 3 – Stormwater Improvement Project - Award and Contract.

**Background:** Staff advertised RFP 24-06 Airport Perimeter Canal Maintenance Cleaning -Segment 3 – Stormwater Improvement Project. Three bids were received and evaluated by AtkinsRealis. All three bids conformed to the RFP instructions. AtkinsRealis graded the three bidder's submittal packages and Texas Aquatic Harvesting, Inc. was ranked first. Texas Aquatic Harvesting, Inc. submitted the lowest responsive bid in the amount of \$139,290.00 for the total project (Base Bid and all three Alternatives). Based on the review of the bid summary and bidder's submittal packages, it is the engineer's recommendation to award the contract of \$139,290.00 to Texas Aquatic Harvesting, Inc.

**Request:** Move to approve and ratify the execution and delivery of the contract for RFP 24-06 Airport Perimeter Canal Maintenance Cleaning – Segment 3 to Texas Aquatic Harvesting, Inc. and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved       X    
Denied                   
Tabled



DBPR Certificate of Authorization No. 24

**January 16, 2025**

Mr. Andrew Bennett  
Executive Director  
128 Authority Lane  
Sebring, FL 33870

**RE: Sebring Airport Perimeter Canal Maintenance Clearing Project – Segment 3  
Bid No. 24-06  
Bid Award Recommendation**

Dear Mr. Bennett,

On January 10, 2025, the Sebring Airport Authority received three (3) bids for the construction of the referenced project. A fourth company, Shenandoah General Construction, had an incomplete, no bid submittal. The names, total fee for the contractors, and Engineer's Estimate are as follows:

	<b>T1 Buildnet, Inc.</b>	<b>Texas Aquatic Harvesting, Inc.</b>	<b>Cobb Site Development</b>	<b>Engineer's Opinion</b>
<b>Total Project Bid Price</b>	\$ 261,563.00	\$ 139,290.00	\$ 313,641.90	\$ 210,100.00

Based on available funding, the Airport has elected to award the Base Bid and all three Alternatives. Per the instruction to bidders, each bid was evaluated with a weighted scoring based upon their transmittal letter, their submitted work plan, similar experience, personnel experience, and the bid pricing. The names, the total project bid fee for the three contractors, their evaluation scores, and the Engineer's Estimate are as follows:

	<b>T1 Buildnet, Inc..</b>	<b>Texas Aquatic Harvesting, Inc</b>	<b>Cobb Site Development</b>	<b>Engineer's Opinion</b>
<b>Total Project Bid Price</b>	\$ 261,563.00	\$ 139,290.00	\$ 313,641.90	\$ 210,100.00
<b>Evaluation Scores</b>	<b>353</b>	<b>377</b>	<b>330</b>	
<b>Bid Ranking</b>	<b>2</b>	<b>1</b>	<b>3</b>	

We have attached a tabulation of the three contractors' bids submitted with the scoring based upon ITB criteria, and rankings for different combination of alternatives that could have been awarded.

Texas Aquatic Harvesting, Inc. submitted the lowest responsive bid in the amount of \$139,290 for the total project (Base Bid and all three Alternatives). Their bid of \$46,865 for the Base Bid was also the lowest. We have graded the three bidder's submittal packages and Texas Aquatic Harvesting, Inc. was ranked first. Based on the review of the bid summary and bidder's submittal packages, it is the engineer's recommendation to award the contract to Texas Aquatic Harvesting, Inc.

The lowest, qualified bid is approximately 34% lower than the engineer's \$210,100 comparable opinion of probable cost.

Sincerely,

A handwritten signature in blue ink that reads "Richard A. Wawrzyniak".

Richard Wawrzyniak, PE  
Sr Engineer IV

c.c. Andrew Bennett  
Jami Olive  
Heather Meyer

**CONTRACT**  
(SEF Perimeter Canal Maintenance – Segment 3)

**THIS IS AN AGREEMENT** between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called “SAA”) and **TEXAS AQUATIC HARVESTING, INC.**, a Florida corporation (herein called “Contractor”).

**1.     PREMISE.** SAA solicited sealed bids for removing vegetation and cleaning out the perimeter drainage canal located at the Sebring Regional Airport and Industrial Park. Contractor submitted the lowest and best bid and SAA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

**WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, equipment, superintendence, security, insurance, testing, permitting and all other accessories and services necessary for the removal of vegetation, tress, soil, muck and debris from the bottom of the channel section as described in ITB #24-06, including the Base Bid and Bid Alternatives 1-3, as described in ITB #24-06. The maintenance clearing work effort involves removal of vegetation, trees, soil, muck, and debris from the bottom of the channel section for a total length of 1,445-feet. Existing drainage structures that discharge into the canal are to be protected. The width of the channel section varies along the project length. The canal currently has heavy vegetation and soil deposits within the center. Tree growth is along the canal slopes with spoil banks along the top of the canal. The excavated material from the channel section will be removed from the western side of the canal and hauled to either of the two stockpile locations at the ends of the canal clearing project. In addition, bid alternates include vegetation clearing along the eastern, top of bank that is to be completed as detailed in the construction plans. This work effort is to achieve a clean appearance along the eastern edge of the airport perimeter canal for the Southern and Northern segments. Smaller vegetation is to be removed, and large, significant trees will remain and be protected. Additionally, the 200-ft ditch segment south of Gate 8A that was previously maintained requires cleaning out of recent sediment that has accumulated and a 90-ft ditch segment along Ulmann Drive has sediment to be removed (collectively herein collectively called the "Project" or the “Work”). The Work shall be performed in accordance with the conditions and prices stated in this contract, ITB #24-06, plans and specifications prepared by AtkinsRealis, Contractor’s Bid Response Form and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the “Contract Documents”).

**2.     CONTRACT PRICE AND PAYMENT.** SAA shall pay Contractor One Hundred Thirty-nine Thousand Two Hundred Ninety Dollars and Zero Cents (\$139,290.00) for the completion of the Project. Upon Contractor’s completion of the Work and application for payment, the Executive Director, or designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the SAA Board. All payments must be approved by the SAA Board.

**3.     COMMENCEMENT AND COMPLETION DATES.** Contractor hereby agrees to commence Work under this contract within twenty (20) days from a notice to proceed from SAA. Contractor shall be responsible for completing all Work in an expedited manner to achieve

substantial completion within thirty (30) calendar days thereafter and final completion of the Work within thirty (30) calendar days after substantial completion. Contractor shall be solely responsible for the means, methods and techniques utilized in the Work and whether or not to dewater any portion of the project site.

4.1 Time is of the essence in this contract. Contractor and SAA acknowledge that in the event that Contractor fails to achieve final completion of the Work by the dates established therefor, SAA will incur substantial damages by loss of use and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that SAA would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of SAA for late completion of the Project and SAA hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages calculated hereunder does not include any penalty.

4.2 If Contractor fails to achieve substantial completion of the Project on or before the date of substantial completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the Project on or before the date of final completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of final completion is delayed.

4. **CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations. Excavated material to be removed on the west bank and hauled to a stockpile location near the north end of the clearing effort. No equipment or machinery will be left on the property without prior approval of SAA. Equipment left overnight without approval will be removed and stored at Contractor's expense.

5. **DRUG-FREE WORKPLACE.** Contractor acknowledges that SAA is a drug-free work place. Contractor covenants that all employees of Contractor working upon SAA property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

6. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including the approved specifications, plans and drawings. Contractor shall complete the entire Project to the satisfaction of SAA. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

7. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property. Contractor shall also maintain all licenses required for the Work hereunder in an active status.

8. **INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

9. **CHANGE ORDERS.** The Contract Price and the Contract Time may be changed only by a Change Order issued by SAA. SAA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

10.1 The cost or credit to SAA resulting from a Change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

10.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to SAA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

10.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

10.4 **Claims for Additional Cost or Time.** If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase



in the Contract Price or an extension in the Contract time, Contractor shall give SAA written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for the time of year.

**10. TERMINATION OF CONTRACT.** SAA may, by written notice, terminate this Contract in whole or in part at any time, either for SAA's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required or failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to SAA.

11.1 If the termination is for the convenience of SAA, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

11.2 If the termination is due to failure to fulfill the contractor's obligations, SAA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to SAA for any additional cost occasioned to SAA thereby.

11.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of SAA. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

11.4 The rights and remedies of SAA provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**11. INDEPENDENT CONTRACTOR.** The parties expressly recognize that the relationship between SAA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of SAA.

**12. INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by SAA:

- A. **Comprehensive General Liability.** Comprehensive general liability insurance shall be carried with limits of at least \$1,000,000 of combined single limit for Bodily Injury and Property Damage and \$2,000,000 annual aggregate. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion,

Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount.

- B. **Automobile Liability.** Vehicle liability insurance shall be carried with limits of at least \$1,000,000 for Bodily Injury and Property Damage for "all autos" including owned, hired and non-owned autos.
- C. **Workers' Compensation.** Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws.
- D. **Evidence Of Insurance.** Contractor shall furnish SAA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Sebring Airport Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

**14. SUBCONTRACTS.** A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of SAA. SAA retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as SAA deems necessary. SAA shall not be obligated to pay any subcontractor under any circumstance.

**15. NOTICES.** Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:  
James P. Vaughan, President  
Texas Aquatic Harvesting, Inc.  
P.O. Box 4034  
Lake Wales, FL 33859-4034

SAA:  
Executive Director  
Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

**16. ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of SAA.

**17. ACCEPTANCE AND WARRANTY.** Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents.

**18. CORRECTION OF WORK.** Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents, whether or not completed. Contractor shall bear all costs of correcting such defective Work. If, within one year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from SAA to do so.

**19. DAMAGE TO PROPERTY.** Contractor agrees that all SAA or third party owned property that is damaged by Contractor's personnel or equipment shall be promptly repaired or replaced, at Contractor's expense.

**20. TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

**21. PERMITS, FEES AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

21.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or SAA observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

**22. RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to SAA for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

**23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**24. SAFETY AND HEALTH REGULATIONS.** Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

24.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

24.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and SAA's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber SAA's other real property.

**25. INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by SAA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against SAA, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

26. **DEFAULT.** Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including SAA's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

27. **BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

28. **GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

29. **PUBLIC RECORDS.** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, Fla. Stat. or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

30. **TIME.** Time is of the essence of this agreement.

31. **MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

32. **Employment Eligibility Verification.** Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, LICENSEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, LICENSEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees specifically performing work under this Agreement as well as all newly hired employees. In addition, LICENSEE shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the

U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to LICENSEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and LICENSEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of LICENSEE's breach of this provision, any and all such costs shall be paid by LICENSEE immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

**AGREED TO** this \_\_\_\_ day of \_\_\_\_\_, 2025.

Two Witnesses as to SAA:

**SEBRING AIRPORT AUTHORITY**, a  
body politic and corporate of the State of  
Florida

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

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

- ☐ Peter H. McDevitt, as its Chair or  
☐ Stanley Wells, as its Vice Chair

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

Attest: \_\_\_\_\_

- ☐ Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

(corporate seal)

Two Witnesses as to Contractor:

**TEXAS AQUATIC HARVESTING, INC.**,  
a Florida corporation

Becky McClary  
(Printed Name) Becky McClary

By: James P. Vaughan  
James P. Vaughan, as its President


Clare Lunsford  
(Printed Name) Clare Lunsford


(corporate seal)


AGREED TO BY SAA this 19<sup>th</sup> day of February, 2025.

Two Witnesses as to SAA:

**SEBRING AIRPORT AUTHORITY**, a body  
politic and corporate of the State of Florida

  
Printed Name: Andrew Bennett

By:   
☒ Mike Willingham, Executive Director  
☐ Andrew Bennett, Deputy Director

  
Printed Name: Jami Olive



# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** State of Florida Department of Commerce (Florida Commerce) - Grant Agreement Number D0311.

**Background:** The Airport Authority has received \$300,000.00 via Florida Commerce Rural Infrastructure Fund grant for Construction Inspection and Engineering (CEI) services for the Webster Turn Drive Reconstruction Project that includes drainage upgrades, new curb and gutter, asphalt paving of approximately 0.77 miles, ADA compliant sidewalks, and roadway signage and markings. The Rural Infrastructure Fund (RIF) facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation, capital investment and the strengthening and diversification of rural economies.

**Recommended Action:** Move to approve and ratify the execution and delivery of the Florida Commerce Grant Number D0311 and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved        X  

Denied                   

Tabled



**GRANT AGREEMENT  
BETWEEN THE  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
AND  
SEBRING AIRPORT AUTHORITY**

**THIS GRANT AGREEMENT NUMBER D0311** (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **Sebring Airport Authority, Florida** a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective upon mutual execution of the FloridaCommerce grant agreement (the “Effective Date”) and will expire (a) 24 months following the effective date (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

**B. FUNDING**

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent

upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

### **C. ELECTRONIC FUNDS TRANSFER**

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### **D. MODIFICATION**

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### **E. AUDIT REQUIREMENTS AND COMPLIANCE**

**1. Section 215.971, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

**2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**5. Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

**6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

**7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS** by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

#### **G. TERMINATION AND FORCE MAJEURE**

**1. Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

**2. Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**4. Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

**5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## **H. BUSINESS WITH PUBLIC ENTITIES**

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS**

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's

officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

**1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## **K. RECOUPMENT OF FUNDS**

**1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

**2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

**3. Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may

charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

**4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## **L. INSURANCE**

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the

cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## **M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the



information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## **O. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

## **P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

#### **Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

#### **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in

this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## **T. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## **V. NOTIFICATION OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

## **W. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## **X. ASSIGNMENTS**

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## **Y. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## **Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

**1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

**2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

**3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

**1.** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

**2.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

**3.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**

Grantee’s Payee:	Grantee’s Agreement Manager:
Sebring Airport Authority	Andrew Bennett, Deputy Director
128 Authority Lane	128 Authority Lane
Sebring, Highlands 33870	Sebring, Highlands 33870
Telephone: 863-655-6444	Telephone: 863-655-6444
Email: cplonsky@sebring-airport.com	Email: andrew@sebring-airport.com

Commerce’s Agreement Manager:
Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8435
Email: Alissa.fan@commerce.fl.gov

**CC. NOTICES**

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

*[Rest of page left intentionally blank; Attachments to follow after signature page]*

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF  
COMMERCE

By J. Alex Kelly  
Signature  
J. Alex Kelly

Title Secretary

Date 2/21/2025

SEBRING AIRPORT AUTHORITY,  
FLORIDA

By [Signature]  
Signature  
Mike Willingham

Title Executive Director

Date February 19, 2025

Approved as to form and legal sufficiency, subject only  
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

By: David Tropin

Approved Date: 2/20/2025



## **ATTACHMENT 1 SCOPE OF WORK**

### **1. PROJECT DESCRIPTION:**

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2) which is also located in a fiscally constrained county as defined in s. 218.67(1) or a rural area of opportunity as defined in s. 288.0656(2), in order to facilitate access to other infrastructure funding programs and local government or private infrastructure funding efforts that induce the location or expansion of specific job creating opportunities in rural communities.

The Sebring Airport Authority (“Grantee”) will use funding for Construction Inspection and Engineering (CEI) services for the Webster Turn Drive Reconstruction Project that includes drainage upgrades, new curb and gutter, asphalt paving of approximately 0.77 miles of Webster Turn Drive, ADA compliant sidewalks, and roadway signage and markings.

**2. GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

- A. Construction, Engineering, and Inspection Services
  - 1. Provide oversight of project construction, on-site inspections during construction, and certification construction was completed in conformance with plans and specifications and permitting requirements.

### **3. COMMERCE’S RESPONSIBILITIES:**

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement;
- B. Perform Agreement management responsibilities as stated herein;
- C. Reply to reasonable inquiries pursuant to the Agreement;
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

### **4. DELIVERABLES:**

Grantee agrees to provide the following services as specified:

**Deliverable No. 1 – Construction Inspection and Engineering Services**



Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide CEI activities as identified in Section 2.A, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 20%, 40%, 60%, 80%, and 100% completion of identified Roadway Rehabilitation task listed in Section 2.A. of this Scope of Work as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in section 6 of this scope of work.</p> <p>2) Certification by a licensed engineer certifying the project or quantifiable portion of the project is complete.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
<b>Deliverable No. 1 Not to Exceed: \$300,000.00</b>		
<b>TOTAL AWARD NOT TO EXCEED: \$300,000.00</b>		

## 5. REPORTING:

**5.1 Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

**5.2 Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified

and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

**5.3 Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**6.1** Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**6.2** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

**6.2.1** A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

**6.2.2** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

**6.2.3** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

**6.2.4** A copy of all supporting documentation for vendor payments;

**6.2.5** A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

**6.3** The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

**6.5** Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

**6.6** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

**6.6.1** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

**6.6.2** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

***- End of Attachment 1 (Scope of Work) -***

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

received from Commerce, 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.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### **PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room

401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

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

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

State Project: ***FLORIDA DEPARTMENT OF COMMERCE  
CSFA: 40.042  
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
\$300,000.00***

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

1. ***ALL REQUIREMENTS OF THIS AGREEMENT.***
2. ***PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL  
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO  
\$300,000.00.***

*NOTE: List applicable compliance requirements*

*NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

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**Attachment 3****AUDIT COMPLIANCE CERTIFICATION**

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

FEIN: \_\_\_\_\_

Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? \_\_\_\_Yes \_\_\_\_  
No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name of Authorized Representative\_\_\_\_\_  
Title of Authorized Representative



# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Advanced Drainage Systems, Inc – Commercial Lease

**Background:** Advanced Drainage Systems, Inc to lease approximately 5 acres for overflow material storage adjacent to the Sebring Regional Airport's decommissioned taxiway system located northeast of Runway 14/32.

**Term:** Month-to-Month

**Rent:** \$5,420.00/month (exclusive of taxes and fees)

**Requested Motion:** Move to approve and ratify the execution and delivery of the Advanced Drainage Systems, Inc. lease agreement and all actions taken by Airport staff with respect thereto.

### Board Action:

Approved       X  

Denied                  

Tabled

**SEBRING AIRPORT AUTHORITY  
COMMERCIAL LEASE  
ADVANCED DRAINAGE SYSTEMS, INC.**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **ADVANCED DRAINAGE SYSTEMS, INC.**, a Delaware corporation authorized to do business in Florida (herein called "TENANT").

**W I T N E S S E T H :**

**WHEREAS**, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,

**WHEREAS**, TENANT leases real property from LANDLORD and TENANT wishes to also lease outside storage area approximately 5ac. in size; and

**WHEREAS**, LANDLORD has agreed to do so, subject to certain terms and conditions; and,

**NOW THEREFORE**, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease Agreement shall be month-to-month commencing on February 1, 2025, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement is as shown on Exhibit "A" attached hereto (herein called the "Premises").
3. **USE.** The Premises are to be used by TENANT for the purpose of storage. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$5,420.00 per month, together with any sales or use taxes thereon, in advance, on or before the first (1<sup>st</sup>) day of each month during the Lease.
5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
8. **Intentionally Omitted.**
9. **Intentionally Omitted.**
10. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD's sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.
11. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:
  - A. Include coverage for contractual liability assumed by TENANT under this Agreement;
  - B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;

- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

**LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 per occurrence coverage of bodily injury, property damage or combination thereof. LANDLORD shall be included as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

**TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES:** TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**TENANT'S NEGLIGENCE.** If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

**INDEMNIFICATION.** TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of LANDLORD

**ADDITIONAL INSURANCE.** If checked below, LANDLORD requires the following additional types of insurance.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

**XXX** Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

12. **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld.

13. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. **ALTERATIONS.** TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

16. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

17. **PLEDGE OF LEASEHOLD INTEREST.** TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

18. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

19. **NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination;

**C.** That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

**20. MAINTENANCE AND REPAIRS.** TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

**21. COMMON AREA MAINTENANCE.** There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

**22. EXCLUSIVE USE.** This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

**23. FUTURE AGREEMENTS OF THE AIRPORT.** The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

**24. NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Joseph Gioffre  
Director, Real Estate & Facilities  
Advanced Drainage Systems, Inc.  
4640 Trueman Blvd.  
Hillard, OH 43026

Executive Director  
Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

with a copy to:

Nathan C. Hamilton  
General Counsel  
Advanced Drainage Systems, Inc.  
4640 Trueman Boulevard  
Hilliard, Ohio 43026

with a copy to:

Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870

and

John H. Kozich, Esq.  
Harris, McClellan, Binau & Cox P.L.L.  
37 West Broad Street, Suite 820  
Columbus, Ohio 43215

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

**25. WAIVER OF BREACH.** The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

**26. SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

**27. ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

**28. LEASE RESTRICTIONS.** TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

**29. CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

**30. DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

**31. AIRPORT FACILITIES.** The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

**32. AIRPORT PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

**33. RACES AND EVENTS.** Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a

significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience TENANT. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

**34. AIRPORT PROTECTION.** The following shall be conditions of this lease:

**A.** LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

**B.** TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

**C.** TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

**35. STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

**36. ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**37. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

**38. STORM WATER POLLUTION PREVENTION PLAN.** Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

**39. DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT:

**A.** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from LANDLORD to TENANT;

**B.** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from

LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

**40. LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

**41. ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

**42. AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

**43. TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of LANDLORD.

**44. UTILITIES AND SERVICES.** LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

**45. SUITABILITY OF PREMISES.** TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

**46. SIGNAGE.** All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's



leased area at the Airport and Industrial Park.

**47. PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

**48. GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

**49. TIME.** Time is of the essence of this agreement.

**50. MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

**WITNESSES:**

**LANDLORD: SEBRING AIRPORT AUTHORITY,**  
a body politic and corporate of the State of Florida

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

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

- ☐ Peter H. McDevitt, as its Chair or  
☐ Stanley Wells, as its Vice Chair

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

Attest: \_\_\_\_\_

- ☐ Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

(Corporate Seal)

**WITNESSES:**

*Joseph V. Gioffre III*

Printed Name: \_\_\_\_\_ Joseph Gioffre

*Caitlin Koziol*

Printed Name: \_\_\_\_\_ Caitlin Koziol

**TENANT: ADVANCED DRAINAGE SYSTEMS, INC.,** a Delaware corporation

*John E. Mocny*

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

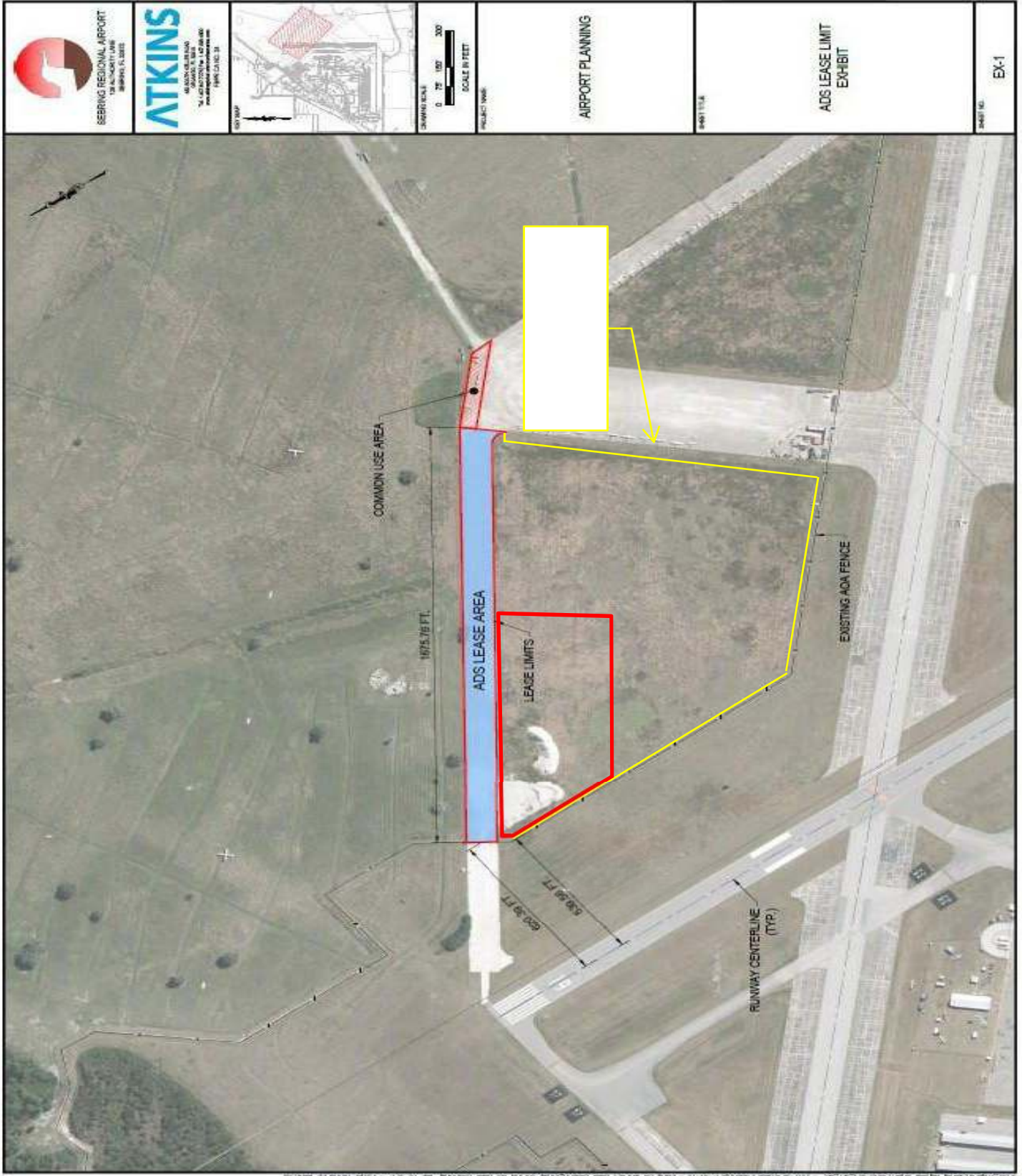
Print Name: \_\_\_\_\_ John Mocny

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

VP Manufacturing  
(Corporate Seal)

Exhibit Attached:

A. Map/Real Property Description



Schedule

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** March 20, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Florida Department of Transportation (FDOT) Public Transportation Grant Agreement 446384-1-94-01.

**Background:** The Airport Authority received \$40,000.00 via Florida Department of Transportation (FDOT) Public Transportation Grant funding to obtain design, permitting, and bidding services for Taxiway Alpha rehabilitation which runs parallel to the Authority's primary runway, 01-19. Project is expected to involve a mill and overlay of the existing asphalt (5,300' x 50'), new markings, installation of new LED taxiway edge lights, signage, and electrical cabling. Total project design cost is approximately \$400,000.00. Authority staff will submit an Airport Improvement Program grant application to the Federal Aviation Administration for the remaining \$360,000.00.

**Recommended Action:** Approve and ratify the execution and delivery of Public Transportation Grant Agreement 446384-1-94-01; and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved        X  

Denied                   

Tabled

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION  
GRANT AGREEMENTForm 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 446384-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55012020129 Vendor Number: VF591173009002
Contract Number: G3970	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 03/03/2025 | 4:49 PM EST, by and between the State of Florida, Department of Transportation, ("Department"), and Sebring Airport Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Sebring Regional Airport Taxiway A Rehabilitation, 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 June 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

**9. Project Cost:**

- a. The estimated total cost of the Project is \$400,000. 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 \$40,000 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

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

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

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

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

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



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

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

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

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

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

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

**State Funded:**

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

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

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

And

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

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

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applicable.

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

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

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

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

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

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,



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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.

- v. "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. 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.

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**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 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
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Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
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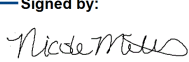
AGENCY Sebring Airport Authority

By: 

Name: Andrew Bennett

Title: Deputy Director

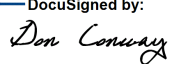

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Signed by:  
By:   
E4FD33AAA641427...

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: DocuSigned by:  
 <sup>DS</sup>  
Don Conway, Senior Attorney (as to legality and form)

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****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)): Sebring Regional Airport Taxiway A Rehabilitation

**B. Project Location** (limits, city, county, map): Sebring Regional Airport/Sebring, FL/Highlands

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation/Reconstruction: 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, plans preparation and bid documents for construction, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway pavement. The Sponsor will comply with Aviation Program Assurances.

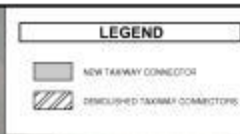
**D. Deliverable(s)**: Sebring Regional Airport Taxiway A Rehabilitation

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

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

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

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



**ATKINS**  
Member of the SNC-Lavalin Group  
4000 SHELL AVE. SUITE 100  
CALGARY, AL. T2C 1A8  
403.243.2222

NEW MAN



CHANGING SCAL



SCALE IN FIGURE 1

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PRODUCT NEWS

BACK TO E-

APRON EXHIBIT

ENDING OF RECORD  
DATE 07/06/2004

JOB NO:	10057252
DATE:	
DRAWN:	
DESIGN:	
CHECKED:	
SHEET NO:	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**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
446384-1-94-01	DPTO	088719	2025	740100	N/A	N/A	\$40,000.00
446384-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$360,000.00
Total Financial Assistance							\$400,000.00

**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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$40,000.00	\$0.00	\$360,000.00	\$400,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$40,000.00	\$0.00	\$360,000.00	\$400,000.00			

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

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

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

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:  
*Dawn Gallon*  
Signature

02/19/2025 | 7:59 AM EST  
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, Dawn Gallon, CPM, FCCM (email: dawn.gallon@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.

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**ENGINEER’S CERTIFICATION OF COMPLIANCE**

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

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

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

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

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

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

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

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

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

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

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**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**



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

**5. Airport Compatible Land Use.**

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

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

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

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

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

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

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

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

**12. Economic Nondiscrimination.**

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

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

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

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

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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

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

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

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

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

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

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

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

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

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

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

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

**23. Construction Projects.** The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

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

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

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

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

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

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

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

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

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

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

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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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://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

To: Dawn.Gallon@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

G3970

2/6/2025

CONTRACT INFORMATION

Contract:	G3970
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEBRING AIRPORT AUTHORITY
Vendor ID:	F591173009002
Beginning Date of This Agreement:	02/05/2025
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$40,000.00
Description:	Sebring Regional Airport Taxiway A Rehabilitation

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 2/6/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$40,000.00
Financial Project:	44638419401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$40,000.00



Certificate Of Completion

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Contract Number (ex. C9A12, optional): G3970

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 446384-1-94-01

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 39

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Dawn Gallon

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

dawn.gallon@dot.state.fl.us

IP Address: 156.75.252.6

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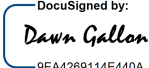
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
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dawn.gallon@dot.state.fl.us

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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Don Conway don.conway@dot.state.fl.us Senior Attorney Florida Department of Transportation Security Level: Email, Account Authentication (None)	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 47.199.7.114</div>	Sent: 2/19/2025 7:59:11 AM Viewed: 2/19/2025 8:44:19 AM Signed: 2/19/2025 8:45:39 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/19/2025 8:45:39 AM
Completed	Security Checked	2/19/2025 8:45:39 AM
Payment Events	Status	Timestamps

**RESOLUTION NO. 24-05**

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY  
APPROVING AND AUTHORIZING THE ELECTRONIC EXECUTION  
AND DELIVERY OF FLORIDA DEPARTMENT OF TRANSPORTATION  
GRANTS AND ALL RELATED DOCUMENTS REQUIRED BY OR FOR  
THE GRANT AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sebring Airport Authority has applied and will apply in the future for certain grants from the Florida Department of Transportation;

**WHEREAS**, the Sebring Airport Authority and the Florida Department of Transportation wish to enter into grant agreements via electronic signature and delivery;

**WHEREAS**, the Florida Department of Transportation wishes to update its information to provide for electronic signature and delivery of grant agreements.

**NOW, THEREFORE, BE IT RESOLVED BY** the members of the Sebring Airport Authority that:

**1.** The execution and delivery of Florida Department of Transportation grant agreements and related documents is hereby approved. The execution may be traditional signature or electronic signature.

**2.** The following is the Sebring Airport Authority's updated list of authorized personnel for traditional signature or electronic signature of Florida Department of Transportation grant agreements:

Name: Mike Willingham  
Title: Executive Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1300  
Email: mike@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Andrew Bennett  
Title: Deputy Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1319  
Email: andrew@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Colleen Plonsky  
Title: Director of Finance  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1302  
Email: cplonsky@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

3. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by a majority of the members of the Sebring Airport Authority on the 16<sup>th</sup> day of May, 2024.



(corporate seal)

**SEBRING AIRPORT AUTHORITY**

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

- ☐ Peter H. McDevitt, as its Chair or  
☒ Stanley Wells, as its Vice Chair

Attest: \_\_\_\_\_

- ☐ D. Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

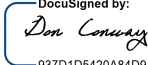
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Contract Number (ex. C9A12, optional): G3970	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 446384-1-94-01	
Office (contact Procurement if add is needed):	
Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 43	Signatures: 2
Certificate Pages: 2	Initials: 0
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Envelopeld Stamping: Enabled	Dawn Gallon
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	dawn.gallon@dot.state.fl.us
	IP Address: 156.75.180.190

## Record Tracking

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## Signer Events

Signer Events	Signature	Timestamp
Don Conway don.conway@dot.state.fl.us Senior Attorney Florida Department of Transportation Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>937D1D5420A84D9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.75.180.190</p>	<p>Sent: 3/3/2025 11:40:42 AM</p> <p>Viewed: 3/3/2025 1:51:06 PM</p> <p>Signed: 3/3/2025 1:52:40 PM</p>

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Nicole Mills nicole.mills@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>E4FD33AAA641427...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 47.203.72.146</p>	<p>Sent: 3/3/2025 1:52:41 PM</p> <p>Viewed: 3/3/2025 4:49:03 PM</p> <p>Signed: 3/3/2025 4:49:16 PM</p>
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/3/2025 4:49:03 PM
Signing Complete	Security Checked	3/3/2025 4:49:16 PM
Completed	Security Checked	3/3/2025 4:49:16 PM

Payment Events	Status	Timestamps
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**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** March 20, 2025

**PRESENTER:** Andrew Bennett

**AGENDA ITEM:** Webster Turn Reconstruction – Amendment 4 – CivilSurv Contract for bid phase services.

**BACKGROUND:** The scope of this amendment is to provide bidding services for reconstruction of Webster Turn Drive which includes drainage upgrades, new curb and gutter, asphalt paving of approximately 0.77 miles, ADA compliant sidewalks, and roadway signage and markings. CivilSurv will revise the Bid Plans, dated December 2023 to include a phased conceptual Maintenance of Traffic (MOT) plan clarify the bidder is to base their bid on utilizing the Authority's existing stockpile of base material.

**REQUESTED MOTION:** Approve and Ratify the execution and delivery of: CivilSurv Design Group, Inc. Addendum 4 Agreement for Webster Turn Project Bid Phase Services totaling \$26,880.00 and all actions taken by Airport Staff with respect thereto.

**Board Action:**

Approved	<u>  <b>X</b>  </u>
Denied	<u>          </u>
Tabled	<u>          </u>

# **CONSULTANT SERVICES AUTHORIZATION ADDENDUM 04**

## **WEBSTER TURN DESIGN PROJECT AT SEBRING REGIONAL AIRPORT**

This Professional Services Agreement Addendum made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, authorizes changes to the Professional Services Agreement made and entered into on October 21, 2021, by and between:

CONSULTANT: CivilSurv Design Group, Inc., and

CLIENT: Sebring Airport Authority,  
for CLIENT'S Webster Turn Design project.

### **I. CHANGES TO SCOPE OF SERVICES AND DELIVERABLES:**

The CLIENT has requested the CONSULTANT to provide bid phase services in support of the project. These services were not included in the original scope of services and are described as follows.

#### **Bid Documents Revision**

The CONSULTANT will revise the Bid Plans, dated December 2023 to include a phased conceptual Maintenance of Traffic (MOT) plan. Up to 3 major conceptual MOT phases are anticipated and will be defined based on information to be provided by the CLIENT. The conceptual MOT plan will be provided in a narrative format to provide a general overview of the anticipated MOT phases. The conceptual MOT plan will specify that the Contractor is responsible for preparing a detailed MOT plan and attending coordination meetings with representatives of the Sebring Airport Authority and tenants prior to finalization of the Contractor's detailed MOT plan. CONSULTANT will prepare a Tenant Exhibit depicting the areas associated with the various tenants anticipated to be affected by the project. The Tenant Exhibit will be based on information provided by the CLIENT and is anticipated to be used by the CLIENT and Contractor for reference in coordination discussions. Meetings with the CLIENT's tenants to discuss the MOT plan are not included in this task.

The Bid Plans will also be revised to clarify the bidder is to base their bid on utilizing the CLIENT's existing stock pile of base material. The CLIENT will provide material testing and certification data to demonstrate the stockpiled material is suitable for use on the project. Other Bid Plans revisions will include updated references to current FDOT Standard Plans and FDOT Standard Specifications. The Project Manual, Bid Form, and EOPCC will be revised accordingly. Other Project Manual updates (DemandStar Bidder instructions, etc.) will be incorporated based on the specific language to be provided by the CLIENT. The CLIENT will be responsible for an attorney review of the Project Manual and other Bid Package items prior to the bid advertisement. An FDOT review of the revised bid package is not anticipated.

The deliverables for this task include the following, submitted electronically:

- Revised Bid Plans Package (Draft)
  - Revised Bid Plans
  - Revised Project Manual
  - Revised EOPCC (Base Bid)
  - Revised EOPCC (Bid Alternate)
  - Revised Bid Form (Base Bid)
  - Revised Bid Form (Bid Alternate)
- Revised Bid Plans Package (Final)
  - Tabular Response to FDOT Review Comments
  - Revised Bid Plans
  - Revised Project Manual
  - Revised EOPCC (Base Bid)
  - Revised EOPCC (Bid Alternate)
  - Revised Bid Form (Base Bid)
  - Revised Bid Form (Bid Alternate)

### **Bidding Services**

This phase will be performed during the bid phase of the Project. For the purpose of this authorization, it is assumed that the CLIENT will enter into one contract for construction of the Project.

The CONSULTANT shall attend one pre-bid meeting in-person. The CONSULTANT shall prepare bid addenda as required to address/respond to questions and comments submitted to the CLIENT by prospective bidders. Up to three bid addenda are anticipated.

The CONSULTANT shall addend one bid opening meeting in-person. The CONSULTANT shall evaluate the technical portion of the submitted bids and provide a recommendation of award to the CLIENT.

### **Exclusions**

The following service are excluded from the CONSULTANT's Scope of Services but can be added if desired at a later date:

- Post-Design Services
- Funding Agency Coordination or Documentation

When requested and authorized by CLIENT, all costs for this project which are not specifically covered herein shall be considered extra or additional services and shall be paid for in accordance with the previously approved Fee Schedule.

## **II. CHANGES TO SCHEDULES:**

Bid Services will be performed on a mutually agreeable schedule and will be dependent on the CLIENT's schedule.

## **III. CHANGES TO COMPENSATION:**

CONSULTANT will perform the Scope of Services on a time and materials basis in accordance with the previously approved fee schedule and invoices submitted monthly. The estimated not-to-exceed budget is \$26,880. A summary of estimated hours per task is provided as Exhibit "A".

## **IV. TERMS AND CONDITIONS**

Except as specifically revised herein, all other Terms and Conditions of the existing Consultant Services Authorization remain in full force and effect.

## **V. ACCEPTANCE**

As to CONSULTANT  
CivilSurv Design Group, Inc.

As to CLIENT  
Sebring Airport Authority

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Mark J. Frederick, PE  
Vice President of Civil Engineering

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Mike Willingham  
Executive Director

**EXHIBIT A**  
**WEBSTER TURN DESIGN PROJECT AT SEBRING REGIONAL AIRPORT**  
**ADDENDUM 04**  
**BUDGET ESTIMATE**

Tasks	Principal		Director		Project Manager		Administrative Assistant		CSDG Labor	Reimbursable Expenses	Total
	\$240 per hour		\$220 per hour		\$150 per hour		\$75 per hour				
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
Scope of Services											
Update to current FDOT Standards	1	\$ 240.00	4	\$ 880.00	4	\$ 600.00	0	\$ -	\$ 1,720.00	\$ -	\$ 1,720.00
Conceptual MOT Plan	6	\$ 1,440.00	16	\$ 3,520.00	40	\$ 6,000.00	0	\$ -	\$ 10,960.00	\$ -	\$ 10,960.00
Bid Specification Revisions	1	\$ 240.00	8	\$ 1,760.00	4	\$ 600.00	1	\$ 75.00	\$ 2,675.00	\$ -	\$ 2,675.00
Project Manual Updates	2	\$ 480.00	8	\$ 1,760.00	4	\$ 600.00	1	\$ 75.00	\$ 2,915.00	\$ -	\$ 2,915.00
EOPCC Updates	0	\$ -	2	\$ 440.00	6	\$ 900.00	0	\$ -	\$ 1,340.00	\$ -	\$ 1,340.00
Pre-bid meeting	0	\$ -	8	\$ 1,760.00	0	\$ -	0	\$ -	\$ 1,760.00	\$ -	\$ 1,760.00
Bid Addenda	1	\$ 240.00	4	\$ 880.00	8	\$ 1,200.00	1	\$ 75.00	\$ 2,395.00	\$ -	\$ 2,395.00
Bid Opening	0	\$ -	8	\$ 1,760.00	0	\$ -	0	\$ -	\$ 1,760.00	\$ -	\$ 1,760.00
Recommendation of Award	1	\$ 240.00	2	\$ 440.00	4	\$ 600.00	1	\$ 75.00	\$ 1,355.00	\$ -	\$ 1,355.00
Subtotal	12	\$ 2,880.00	60	\$ 13,200.00	70	\$ 10,500.00	4	\$ 300.00	\$ 26,880.00	\$ -	\$ 26,880.00
Estimated Total	12	\$ 2,880.00	60	\$ 13,200.00	70	\$ 10,500.00	4	\$ 300.00	\$ 26,880.00	\$ -	\$ 26,880.00

# Airport Executive BRIEF



## CONTENTS

### From the Deputy Director

- New, Lektro Towing Equipment
- EAA Youth Aviation Education Fundraiser
- Historic Display

### Executive Director's Updates

- Girls Fly Now Event a "Flying" Success!
- HGTV Sebring Makeover Series



## DEPUTY DIRECTOR'S REPORT AND AIRPORT NEWS

### EAA Fundraising Banquet: Over \$16,500 raised to support "Youth Aviation Education"

Two, \$12,000 flight scholarships were awarded to local students for them to earn their private pilot certificates. Each student was funded with \$9000 from EAA National and \$3000 EAA Local Chapter 1240.

All tickets and table sponsorships sold out. There were 192 attendees plus servers and staff.

### Some of our key sponsors and supporters:

- Food was donated by "The Cellar"
- Beverages were donated by "Faded/Gavaghan's/MonCirque".
- Speaker, Mike Kennedy of Discovery Channel's "Airplane Repo" donated his time.
- Alan Jay Wildstein donated the use of his hangar as our venue.
- Sun 'n Fun donated the use of the projector.
- KSEF provided ground support and parking assistance.
- Major set-up support by Lockwood Aviation and Hendricks Field Aviation.

...and so many more volunteers and sponsors.

Next year the banquet will be held on 1-31-26. The plan is to add at least 6 more tables to accommodate more attendees based on the overwhelmingly positive response.

### New Tech Alert at Sebring Airport!: Lektro

Check out our SLICK new addition – the LEKTRO® All-Electric, Towbarless Aircraft Tow Tractor! This cutting-edge, eco-friendly workhorse moves aircraft seamlessly with precision and power—all without a towbar!

- Zero emissions
- Whisper-quiet operation
- Smooth and precise maneuvering for ultimate aircraft handling

LEKTRO is the global leader in electric, towbarless aircraft towing vehicles. Their patented universal cradle gently lifts the nose gear and allows for unparalleled towing maneuverability. LEKTRO invented the first towbarless towing vehicle in 1967.



## SEBRING AIRPORT HISTORIC DISPLAY AT HIGHLANDS COUNTY GOVERNMENT CENTER

Andrew Bennett and Jami Olive worked with the Sebring International Raceway to fill a display case at the Highlands County Government Center with airfield memorabilia.

The historic display items remain available for viewing for the first quarter of 2025. The building is located at 540 – 600 S. Commerce Avenue







The future of aviation took flight at Girls in Aviation Day at Sebring Airport, an annual event designed to introduce young minds to the exciting world of aerospace. This year's event welcomed over 30 attendees, including students from Divine Academy, Boys & Girls Club Highlands, and other local schools.

From hands-on activities to real-world aviation experiences, the day was filled with opportunities to learn, explore, and dream big.

### Aviation in Action: Highlights from the Day

**Flight Simulator Experience** – A standout feature of Girls in Aviation Day since 2018, the Sebring Flight Academy's flight simulator allowed attendees to experience the thrill of piloting an aircraft firsthand. This immersive

training opportunity continues to empower young pilots and provide invaluable exposure to aviation careers.

**Build an Airplane Activity** – Under the guidance of Lisa Watkins, students assembled and decorated balsa wood airplane silhouettes, bringing their creativity to life with unique and colorful paint schemes.

**Rexair Flight Academy & The 99s** – Aviation students Kate & Rebecca from Rexair Flight Academy engaged attendees in discussions about their journey to becoming pilots, while the 99s organization led fun, hands-on learning games that tested aeronautical knowledge.

**Civil Air Patrol Drill Demonstration** – The CAP Squadron cadets impressed the crowd with their precise drill formations, then invited Boys & Girls Club members to try their hand at marching alongside them—a memorable moment for all!

**EAA Chapter 1240's Pancake Breakfast** – This popular gathering brought in aviation enthusiasts from across the area, adding a community feel to the event.

**FBO & SAA Support** – Led by Jamie Olive, the Sebring Airport FBO team played a key role in making the day a success, assisting with event setup, directing aircraft, and coordinating static displays, including a fire truck and ambulance.

**Air Cam Airplane on Display** – A crowd favorite, the Air Cam airplane, provided by Lockwood Aviation, offered a unique up-close look at an aircraft designed for adventure.

### Women In Aviation:

#### A Bright Future for Women in Aviation

*Sebring Flight Academy has been a Girls Fly Day partner every year, and their generous support of the flight simulation experience makes an incredible difference," said event organizer Janice Rearick. "Girls truly walk away knowing that they can fly."*

Huge Thanks to Women In Aviation International for supporting us once again with marketing materials, information, fabulous swag and inspiration.

With another successful Girls in Aviation Day in the books, we look forward to welcoming even more future pilots, engineers, and aviation enthusiasts next year!







## Big Things Are Happening in Sebring! HGTV's Home Town Takeover is Putting Our Community in the Spotlight!

Sebring, Florida, is experiencing a remarkable revitalization as the focus of HGTV's "Home Town Takeover" Season 3, hosted by Ben and Erin Napier. This initiative has breathed new life into our community by renovating homes, local businesses, and public spaces, thereby enhancing Sebring's appeal as a vibrant destination. The increased national attention is expected to boost tourism and economic growth, presenting exciting

opportunities for Sebring Regional Airport to welcome a surge of visitors eager to experience our transformed town.

For a visual glimpse into the ongoing transformations, you can watch the following sneak peek:

<https://www.hgtv.com/shows/home-town-takeover/articles/home-town-takeover-hgtv-season-three>

[See the trailer video here.](#)





Sebring Regional Airport  
128 Authority Lane  
Sebring, Florida 33870  
[www.sebring-airport.com](http://www.sebring-airport.com)  
863.655.6444

**With strategic access** to major markets by land, sea and air—Sebring Regional Airport and Commerce Park offers a wide range of business advantages and incentives to support your company's future. In the heart of Central Florida, the 2,000-acre park is conveniently situated within a 150-mile radius of 85 percent of the state's population. Already home to Sebring International Raceway, a premier sports car racing facility, the park is uniquely positioned to accelerate your business.

#### SITE MAP

- |                      |                               |
|----------------------|-------------------------------|
| Future Development   | Existing Industrial Park      |
| Catalyst Site        | Airport                       |
| Future Commerce Park | Sebring International Raceway |



**ACCELERATE YOUR BUSINESS'S POTENTIAL**