

# August 25, 2025 Regular Meeting Agenda

Dan McClure Auditorium East  
6000 Airport Circle  
Sarasota, FL 34243



SARASOTA  
BRADENTON  
INTERNATIONAL

August 25, 2025 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	Chairman Biter	
2. Introduction of New Employees	Kevin Podsiad	
3. <a href="#">Approval: Minutes of May 19, 2025 Regular Meeting and Minutes of July 11, 2025 Special Meeting</a>	Chairman Biter	3
4. Public Comments - Items on the Agenda	Chairman Biter	
Members of the public who wish to speak on a topic, whether on the agenda or not, are asked to fill out a Citizen's Comment card and present it to the Board Secretary. This is the time for anyone wishing to speak on ANY agenda item, even those that may involve a contract in excess of the \$500,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.		
5. Items Needing Action	Fredrick J Piccolo	16
5.1 <a href="#">Approval: Revisions to SMAA Personnel Policies</a>		16
5.2 <a href="#">Approval: Accept Hazard Mitigation Grant Program (HMGP)</a>		182
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5.4 <a href="#">Approval: Amendment to Tenant Rental Car Concession and Lease Agreement with SIXT Rent a Car, L.L.C.</a>		254
5.5 <a href="#">Approval: Amendment to Operating Agreement for Pre-Arranged Ground Transportation Service with Raiser-DC, LLC, d/b/a/ UBER</a>		260
5.6 <a href="#">Approval: Amendment to Operating Agreement for Pre-Arranged Ground Transportation Services with LYFT, Inc.</a>		263
5.7 <a href="#">Approval: Second Amendment to General Ground Lease with SRQ 3, LLC</a>		266

5.8	<a href="#">Approval: Management Directive/Consultant's Competitive Negotiation Act (CCNA) Procedures</a>		272
5.9	Approval: Set Public Hearing SMAA Resolution 2025-04 Adoption of Fiscal Year 2026 Budget and Establishing Airline Rentals, Fees and Charges		
6.	Items Needing Action - Over \$500,000 Threshold	FJP	
The following item(s) involve a contract in excess of the threshold of \$500,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.			
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8.	Attorney Presentations	C. Dan Bailey	
9.	Old/New Business	Chairman Biter	
10.	Public Comments - Items Not on the Agenda	Chairman Biter	
Anyone wishing to speak on items not on the agenda must complete a Citizen's Comment card and present it to the Board Secretary. Comments are limited to five minutes per person. No individual may give their time to another speaker.			
11.	Comments by Commissioners	Chairman Biter	
12.	Adjournment	Chairman Biter	

Proceedings of this public meeting will be digitally recorded. Copies may be purchased from the SMAA executive assistant at 941-359-2770, ext. 4216. Anyone wishing to appeal a decision made by the Airport Authority concerning any matter considered at this public meeting will need a record of the proceedings and must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based.



## Minutes for May 19, 2025 Regular Board Meeting

05/19/2025 | 11:32 AM - 02:52 PM - Eastern Time (US and Canada)

Dan McClure Auditorium

### Agenda

#### Attendees - Board

Kristin Incrocci; Doug Holder; Jeff Jackson; Robert Spencer; Carlos Beruff

#### Attendees - Staff

Fredrick Piccolo, Kent Bontrager, Anta Eldridge, Mark Stuckey, Lionel Guilbert, Evan Knighting, Kevin Podsiad, C. Dan Bailey, Karen Garofalo

### Item 1. Call to Order, Invocation and Pledge to Flag

Vice Chair Incrocci called the meeting to order at 11:32 a.m. and gave the invocation and led the pledge.

### Item 2. Introduction of New Employees

Ms. Eldridge introduced Kevin Podsiad, as Executive Vice President, Chief Financial Officer. Mr. Piccolo requested that under the Airport Authority by-laws, the Board affirm the appointment of Mr. Podsiad as the Airport's Chief Financial Officer. The Board **unanimously affirmed** Mr. Kevin Podsiad as Executive Vice President, Chief Financial Officer for the Sarasota Manatee Airport Authority. Ms. Eldridge introduced new employees Carla Torretta, Account Receivable Specialist - Finance Dept. and Patricia Valdes, Document Imaging Technician - HR Dept.

### Item 3. Approval: Minutes of Regular Meetings of March 31, 2025

The Board **unanimously approved** the minutes of the Regular Meeting of March 31, 2025.

#### **Item 4. Public Comments - Items on the Agenda**

There were no Public Comments offered at this time.

#### **Item 5. Items Needing Action**

##### **5.1 Approval: Agape and T-Hangar Repairs**

Mr. Piccolo requested approval of repairs to the Agape and T-Hangars caused by Hurricane Milton. All repairs were determined by structural engineers hired by the Authority and our insurance carrier. He advised the J-1 Hangar needs to be knocked down due to severe damage, with temporary repairs done to the t-hangars while waiting for our insurance carrier to confirm payment amounts to move forward. The insurance carrier has come back with a payment of \$4.6 million for all damages to the Agape and T-Hangars. Mr. Piccolo complimented Anita Eldridge, Don Farr and Tim Ressler and staff, who worked very hard to prepare all the estimates for the project. At this time, Commissioner Beruff expressed, on behalf of every board member, their gratefulness to Anita Eldridge for returning in the interim and performing such a great job for the airport.

**MOTION:** Commissioner Spencer motioned to authorize the President, CEO to execute the contract awards for up to \$4.6 million for the repairs to Agape Hangar and the T-Hangars, and to execute the contracts and prepare all documents necessary to implement this action. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

##### **5.2 Approval: P250007 Managed Network Services**

Mr. Piccolo requested approval to award of contract to Netsync Network Solutions to provide installation, monitoring, and co-managed services for the Authority's five (5) networks, for a one-year period with an option to renew for four (4) additional one-year periods at the Authority's option.

**MOTION:** Commissioner Spencer motioned to approve the installation, monitoring, and co-managed support services of United Data Technologies for an annual cost of up to \$278,952 for year one for the five Authority Networks and authorize staff to prepare any and all documents necessary to implement this action. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (5-0)**



### **5.3 Approval: Amendment to Ground Lease with the Ground Lease with the School District of Manatee County – Extend Start Date of Initial Term and Commencement of Rent**

Mr. Piccolo requested approval of an amendment to the ground lease with the School District of Manatee County to extend the start date of the initial term and the commencement of rent. The proposed amendment is intended to extend the start date of the initial term and the commencement of rent to account for delays that have been incurred. Following a question from the Board, Mr. Piccolo explained that the ground lease was issued in May 2022 with an initial term of thirty years and scheduled to begin in May of 2025. We are asking to extend the rent commencement date to May 2026 to allow the School District of Manatee County to not pay rent until completion of the facility.

**MOTION:** Commissioner Beruff motioned to approve Amendment No. 1 to the ground lease with the School District of Manatee County to extend the Start Date of the Initial Term and the Rent Commencement Date of the Lease as set forth herein. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

### **5.4 Approval: Amendment to the Lease and Operating Agreement with Elixir Aircraft North America, Inc.**

Mr. Piccolo requested approval of the proposed amendment No. 1 to the Lease and Operating Agreement with Elixir Aircraft North America, Inc. to extend the commencement dates for Premises I and II. Elixir is certified in Europe and seeking Title 14 Part 23 FAA certification for production in the United States and has incurred delays in the aircraft certification process with the FAA. Progress has been made with the FAA for their certification process, and they request extending the availability and commencement date for the use and occupancy of Premises 1 from July 1, 2024 to July 1, 2025, and Premises II from July 21, 2025 to July 21, 2026.

**MOTION:** Commissioner Beruff motioned to approve Amendment No. 1 to the Lease and Operating Agreement with Elixir Aircraft North America, Inc. as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

### **5.5 Approval: Professional Engineering Services for Runway 14-32 Runway Objects Free Area (ROFA) Improvements**

Mr. Piccolo requested approval to execute a design contract with Garver USA, Inc., as the first ranked firm at our March Regular Meeting to provide professional engineering services to design, permit, and provide bidding services for Runway 14-32 ROFA improvements. The

design includes survey, geotechnical services, and the design effort to realign the vehicle service road outside the Runway Object Free Area. The negotiated amount is \$123,095.90, with a 15% contingency.

**MOTION:** Commissioner Beruff motioned to approve the design contract with Garver, USA, Inc. for \$123,095.90, with a 15% contingency providing an authorized level of \$141,560.00, and authorization to prepare all documents necessary to implement this action. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

#### **5.6 Approval: First Amendment Inter-Governmental Agreement with Sarasota County – Fire Marshal Services**

Mr. Bailey requested approval of a First Amendment to an Intergovernmental Agreement to establish a process for reimbursing the Authority for its role in reviewing and approving building and construction plans and conducting inspections within portions of the Airport that is in unincorporated Sarasota County. He noted this agreement is identical to the one approved by the Board at last month's meeting for Manatee County.

**MOTION:** Commissioner Spencer motioned to approve the First Amendment to Intergovernmental Agreement with Sarasota County - Fire Marshal Services and authorize the chairman to execute the agreement. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

### **Item 6. Items Needing Action - Over \$500,000 Threshold**

**The SMAA Board unanimously approved Items over the \$500,000 threshold**

#### **6.1 Approval Increase Contract Scope for Construction of the West Commercial apron Project with E.O. Koch Construction**

Mr. Piccolo requested the Board approve an increase in the contract scope for the West Commercial Apron Project for improvements to the grass overflow lot. Original plans provided for additional parking in an overflow grass lot, but due to the increase in Authority and tenant employees, the overflow lot is now used on a daily basis. Staff requests an increase to the E.O. Koch's contract of \$540,865.80 with no additional days required to complete the improvements. The project is partially funded (50-50) with FDOT grant.

**MOTION:** Commissioner Jackson motioned Approval to Increase Contract Scope and fee of \$540,865.80 for Construction of the West Commercial Apron Project with E.O. Koch

Construction to complete these parking improvements and authorization to prepare all documents necessary to implement this action. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

## **6.2 Approval: Professional Engineering Services for the Taxiway Alpha Rehabilitation - Reconstruction**

Mr. Piccolo requested approval of professional engineering services for the Taxiway Alpha Rehabilitation and reconstruction.

**MOTION:** Commissioner Beruff motioned Approval to execute a design contract with Kimley Horn and Associates, Inc. for \$1,567,192.52 with a 10% contingency providing an authorized level of \$1,723,912.00 and authorize staff to prepare all documents necessary to implement this action. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

## **Item 7. Department Reports Accepted**

- 7.1 Financial Statements
- 7.2 Investment Portfolio
- 7.3 Finance & Administration
- 7.4 Real Estate Development & Properties
- 7.5 ARFF, Operations & Police
- 7.6 Development/Community Relations & Activity Report
- 7.7 Engineering, Planning & Facilities
- 7.8 Internal Audit & Investment Compliance
- 7.9 Information Technologies

The Board **unanimously** approved a suggestion by Mr. Piccolo to restructure the consultant selection process and recommended that the Board consider appointing one commissioner (rotating alternate commissioners) to meet with staff for the consultant review process and then have the Board vote to adopt the recommendation, with a contract to follow later. This would give the Commission involvement in the initial selection process and reorganize the consultant process. Mr. Bailey will review the current Airport Directive on consultant selection procedures for updating.

Mr. Piccolo advised the Board that the At-Large seats (appointed by the Authority) for the Airport Advisory Commission need appointments. Following discussion, the

Board reappointed Brad Baker, At-Large Member, Sarasota County and appointed David Wick, At-Large member, Manatee County, to the Airport Advisory Commission.

**MOTION:** Commissioner Beruff motioned approval to the reappointment of Mr. Brad Baker, At-Large Member, Sarasota County and the appointment of Mr. David Wick, At-Large member, Manatee County, to the Airport Advisory Commission. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

## **Item 8. Attorney Presentations**

### **8.1 Approval: Legal Services Agreement PFAS Multi-District Litigation**

Mr. Bailey presented a legal services agreement to allow participation by the Authority in multi-district litigation involving manufacturers and suppliers of PFAS- containing firefighting foam products to engage legal counsel for representation to seek to recover costs associated with environmental investigation, contamination, remediation and potential health monitoring stemming from exposure. The SMAA Fire Department has historically used PFAS foam in accordance with FAA Part 139 regulations during routine training exercises, annual foam testing, and in response to emergency incidents. Commissioner Beruff is acquainted with Laura Jacobs Donaldson who served as general counsel to the Southwest Florida Water Management District during his appointment as a member on the SWFWMD board. Ms. Donaldson is now with a private firm specializing in water, environmental, administrative, and governmental law, and handling multi-district litigation in this matter. Mr. Bailey requested the Board approve a legal services agreement, jointly with the firm of Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; and Laura Jacobs Donaldson's firm of Mason Bolves Donaldson Tanner, P.A.

**MOTION:** Commissioner Spencer motioned to recommend that the SMAA governing board approve the attached Legal Services Agreement and authorize the President, CEO, or Chairman to execute it, thereby authorizing SMAA participation in the PFAS firefighting foam multi-district litigation. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

**The meeting was recessed for a lunch break to reconvene at 1:00 p.m.**

## Item 9. Old/New Business

**The Meeting was called back to order at 1:00 p.m.**

### 9.1 Search Review Update/FJP

The first of three candidates (in alphabetical order) was introduced to the Board.

Mr. Patrick Carreno thanked the board for this opportunity and presented a Power Point detailing a five-year vision plan for air service development, key priorities, and what he feels are the biggest hurdles for the airport. He reviewed a prioritized plan for the first 100 days to transition into the role of CEO and listed reasons why he is the most qualified candidate for this position. Following the presentation, Mr. Carreno answered questions from the Board including what motivates him every day and his communication style with his staff. He thanked the Board for allowing him to present.

The second candidate, Mr. Paul Hoback, was introduced to the Board. Mr. Hoback thanked the Board for the opportunity to make this presentation. He presented a Power Point detailing his leadership abilities, education, work experience, his family life, and his vision for the future of the airport and community. He reviewed his current status at the Pittsburgh Airport and the construction projects he is currently involved in at Pittsburgh. He reviewed his vision to further develop and promote operational and business excellence, maintain a skilled and engaged team, and help to transition SRQ to a medium hub airport while maintaining the small town, boutique style of the airport. He discussed promotion of non-aeronautical revenue growth, working towards widening our grant pool and possible ways to increase PFC funding. He advised if he is chosen, he would start with Mr. Piccolo's assistance, ensuring a seamless transition, understanding the budget, his team, partners, the landscape, and start building relationships at SRQ. Following the presentation, Mr. Hoback answered a question from the Board on how he would handle the major loss of an airline effecting airport passenger revenue. Mr. Hoback stated he worked through a similar situation when he started at Pittsburgh as an engineer, when two years after 911, USAirways de-hubbed Pittsburgh with the airport losing non-stop destinations, going from 21 million passengers to 8 million, and from 80% connecting passengers with 20% origin and destination, to 2% connecting passengers with 98% origin and destination. He was part of the management team that going forward, created revenue options to build facilities to meet the airport's needs and become the best origin and destination airport possible. He

answered additional questions on staff development and his leadership skills. He thanked the Board for allowing him to present.

The third candidate, Mr. Mark Stuckey, thanked the Board for allowing him to present today and thanked Mr. Mike Bell of Korn Ferry for the professionalism of his firm as he went through the candidate process. He presented a Power Point detailing his visions, priorities, and strategies for SRQ. He discussed high priority projects and reviewed the immediate need for fuel storage expansion, with \$6 million earmarked in the 2026 budget. The baggage claim expansion area goes to design this summer, discussed Uber/Lyft locations, parking garage capacity, and the capacity level on Concourse B. He reviewed past and future development at the Airport; discussed the possibility of using Concourse A for event planning and the ability to host events during off- periods for Allegiant. He reviewed his plans for the first 100 days to transition into the role of CEO, and why he is capable to run the airport. He enjoys excellent relationships with local community leaders. He noted his dedication to ensuring passenger growth by obtaining ten new nonstop routes in 2024, with six new airlines and feels we can increase our signatory airline agreements within the next few years. He has worked with Engineering and Allegiant on the new Concourse A terminal and secured 50% funding with Manatee County for the new SRQ Observation area. Mr. Stuckey stated he is thankful for the opportunity to present today and feels that with his knowledge and growth at the airport, he would be the right person for the CEO position. There were no questions from the Board.

Following the three presentations, Mr. Bell requested each member fill out their preferred candidate voting sheets in rank order:

The preferred candidate in rank order:

No. 1: Paul Hoback (five votes)

No. 2: Mark Stuckey (three votes)

No. 3: Patrick Carreno (two votes)

Following the voting, there was discussion on advising the two alternate candidates of their choice and notifying the chosen candidate, Mr. Paul Hoback, and clarifying the transition concerns of the Board to him and finalizing a contract. He stated that our next meeting is not until the end of August, but we can plan a special meeting before August to approve the contract with Mr. Holback once it is finalized. Mr. Piccolo reminded the Board that he will remain here to help with any issues for at least six months to help in the transition.

**MOTION:** Commissioner Beruff motioned that the Authority extend an offer of employment to Paul Hoback to serve as President, Chief Executive Officer of the Airport, effective date to be determined; and that Commissioner Beruff be authorized to meet with him to articulate the goals, objectives, compensation and other terms of employment; and to authorize airport legal counsel to draft an employment agreement incorporating those provisions, and to bring it to the Board for consideration at its next meeting. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (5-0)**

Chairman Biter, unavailable at today's meeting, offered a letter with his voting preference based on individual discussions with each candidate and recommended his selection as:

No. 1: Paul Hoback

No. 2: Patrick Carreno

No. 3: Mark Stuckey

**(letter attached to original Minutes as Exhibit A)**

#### **Item 10. Public Comments - Items Not on the Agenda**

There were no Public Comments.

#### **Item 11. Comments by Commissioners**

There were no Comments by Commissioners.

#### **Item 12. Adjournment**

The meeting was adjourned at 2:52 p.m.

**ATTEST:**

**APPROVE:**

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Carlos Beruff, Secretary

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Jesse Biter, Chairman



## **Minutes for July 11, 2025 Special Board Meeting**

07/11/2025 | 03:00 PM - Eastern Time (US and Canada)

Dan McClure Auditorium East, 6000 Airport Circle, Sarasota FL 34243

### **Attendees (11)**

Attendees:

Commissioners: Kristin Incrocci, Doug Holder, Jeff Jackson, Robert Spencer

Staff: Fredrick Piccolo; Kent Bontrager; Evan Knighting; Kristin Incrocci; Robert Spencer; Doug Holder; Jeff Jackson; Dan Bailey; Anita Eldridge; Kevin Podsiad; Kimberly Steele

### **Agenda**

#### **Item 1. Call to Order, Invocation, Pledge to Flag**

Vice Chair Incrocci called the special meeting to order at 3:00 p.m., gave the Invocation and led the pledge to flag.

#### **Item 2. Public Comments - Items on the Agenda**

There were no Public Comments.

#### **Item 3. Items Needing Action**

##### **3.1 Approval: Employment Agreement for New President, Chief Executive Officer**

Mr. Piccolo stated that at the Board's May 19, 2025 meeting, presentations were received from three candidates, with the Board unanimously selecting Mr. Paul Hoback for the position of President, Chief Executive Officer. At the May 19 meeting, the Board requested Commissioner Beruff to ascertain a proposed terms of employment with Mr. Hoback, which is now before the Board for approval. Due to his absence today, Chairman Biter presented a letter to the Board endorsing the proposed agreement with Paul Hoback as President, CEO (letter attached to original minutes as Exhibit A). Mr. Piccolo requested the Board approve the employment agreement with Mr. Paul Hoback for an initial employment period of three years commencing on October 19, 2025, to give time consideration to Mr. Hoback's current



involvement with a \$1.7 billion project at the Allegheny Airport in Pittsburgh, with the project ending in September.

Mr. Piccolo advised the Board that Mr. Hoback is involved in helping us find a replacement for the departure of Mr. Kent Bontrager, V.P. Engineering, Planning & Facilities, and is reviewing applications and doing virtual interviews for the position. He noted we should have a short-list of candidates and hopefully a choice by the end of the month.

**MOTION:** Commissioner Spencer motioned to approve the employment contract with Mr. Paul Hoback as President, Chief Executive Officer. Commissioner Jackson seconded.

**MOTION PASSED UNANIMOUSLY (4-0)**

### **3.2 Approval: Increase Contract Scope for Construction of Baggage Handling System Project with Archer Western Construction**

Mr. Piccolo advised that no action is necessary on this item as it will now come under his signing authorization at a lower cost.

### **ITEM 3.2 REMOVED FROM AGENDA**

## **Item 4. Items Needing Action - Over \$500,000 Threshold**

### **4.1 Approval: Professional Engineering Services for the Emergency Operations and Public Safety Complex**

Mr. Piccolo requested the Board approve a design contract with Mead & Hunt, Inc. as the number one ranked firm at the March Board meeting, to provide professional engineering services to design, permit, and provide bidding services for the Emergency operations and Public Safety complex. The design includes demolition of the existing ARFF facility and construction of a new expanded ARFF, emergency operation, and Ops facility.

**MOTION:** Commissioner Holder motioned to approve the design contract with Mead & Hunt, Inc. for \$2,819,887.00 with a 10% contingency providing an authorized level of \$3,101,876.00 and authorize staff to prepare all documents necessary to implement this action. Commissioner Spencer seconded.

**MOTION PASSED UNANIMOUSLY (4-0)**

#### **4.2 Approval: Increase Contract Scope for West Apron Expansion & Employee Lot Relocation Project with Kimley-Horn and Associates**

Mr. Piccolo requested approval to amend the Kimley-Horn and Associates contract to include design and permitting for expansion of the employee parking lot into the existing stormwater pond as discussed.

**MOTION:** Commissioner Holder motioned to amend the Kimley-Horn & Associates contract for \$1,016,656.80 with a 10% contingency for a total budget of \$1,118,322.48.

Commissioner Spencer seconded.

**MOTION PASSED UNANIMOUSLY (4-0)**

### **Item 5. Miscellaneous Matters**

#### **5.1 Approval: Eighth Amendment to Employment Agreement**

Mr. Bailey requested the Board extend the Eighth Amendment to Mr. Piccolo's employment contract to accommodate the start date of Mr. Hoback's arrival as the new CEO. Mr. Piccolo will remain until November 2025 and from that date will continue for seven months as Advisor to Mr. Hoback and the Airport.

**MOTION:** Mr. Commissioner Spencer motioned to approve the Eighth Amendment to the Employment Agreement with Mr. Fredrick Piccolo. Commissioner Holder seconded.

**MOTION PASSED UNANIMOUSLY (4-0)**

#### **5.2 Approval: Quality Enterprises Commercial USA - Litigation Settlement**

Mr. Bailey requested the Board approve the Litigation Settlement with Quality Enterprises, the contractor that constructed an apron expansion area serving the new Allegiant terminal. The mediation process is complete, and a proposed litigation settlement will entail the Authority paying \$920,000. Of that amount, \$160,000 is to be contributed by the Authority's consulting engineers. That will enable the closeout of the contract, including closeout of the FAA grant agreement. The airport will get a reimbursement of \$559,000 with the Authority's net payment being approximately \$200,000 in satisfaction of the contractor's (recently increased) claim of \$2,000,000. The cost of litigation to the SMAA would greatly exceed that amount.

**MOTION:** Commissioner Spencer motioned to approve the Litigation Settlement with Quality Enterprises Commercial USA, subject to Quality Enterprises Commercial USA to provide all necessary close out documents to satisfy the Federal Aviation Administration. Commissioner Holder seconded.

**MOTION PASSED UNANIMOUSLY (4-0)**

Mr. Piccolo noted we will hold a Budget Workshop on the morning of August 25, with our Regular Board meeting being held the same afternoon. He noted that Kent Bontrager, Senior Vice President, Engineering, Planning & Facilities, will be leaving the airport for a position at the Greenville Airport before the end of July, and thanked him for the great job he has done at SRQ and wished him well.

### **Adjournment**

The meeting adjourned at 3:14 p.m.

**ATTEST:**

**APPROVE:**

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Carlos Beruff, Secretary

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Jesse Biter, Chairman

**SARASOTA MANATEE AIRPORT AUTHORITY  
August 25, 2025 MEETING  
STAFF NARRATIVE**

**APPROVAL:**

**REVISIONS TO SMAA PERSONNEL POLICIES**

**EXECUTIVE SUMMARY:** Staff requests approval of revisions to the Authority's Personnel Policies.

**NARRATIVE:** Staff has reviewed the Airport's Personnel Policies and identified areas that require revisions. Many of these changes are intended to align the policies with current practices already in place. Revisions include minor updates—such as changes to titles and departments, clarifying language, reorganization for improved clarity, and updates to reflect compliance with new state and/or federal laws and regulations. Additionally, several more substantial updates are proposed, including:

- Updates to Part-time employee benefits.
- Updates to Hiring of Minors
- Updates to Employee Accommodation Flex Schedule
- Updates to Fire Inspector Positions
- Addition of EMS Training Coordinator Position
- Addition of Shift Differential to align with Police Union
- Update the vacation Buy Back policy previously approved by the board
- Updates to the Payment in Lieu of Sick Leave to align with Police Union.
- Addition of Medical Insurance Opt -Out to align with Police Union.
- Updates to Educational Reimbursement policy
- Addition of Trades Training program

The proposed policies have been reviewed and approved by the Authority's labor counsel. The attached copy of the Personnel Policies notes the revisions in redline and strikeout.

**RECOMMENDATION:** Staff recommend the Sarasota Manatee Airport Authority (SMAA) approve the attached proposed changes to the Authority's Personnel Policy.

**ATTACHMENTS:**

Attachment 1 – Final (Clean) copy of proposed Personnel Policy

Attachment 2 – Redline/Strikeout copy of proposed Personnel Policy

## INTRODUCTION

Welcome to the Airport Authority!

You have joined a group of talented and dedicated employees whose hard work and commitment can be seen throughout the Authority and at the Sarasota Bradenton International Airport.

The Sarasota Bradenton International Airport is the primary air carrier and general aviation airport serving Manatee and Sarasota counties and the surrounding areas.

We take great pride in the level of service we provide to our customers. We believe they are the primary focus and the Authority is committed to giving the best possible service to our passengers and tenants. We try hard to attract employees who share our philosophy and who possess the special qualities of commitment, solid experience, teamwork and selfless service.

I strongly believe in the proper implementation of the Authority policies contained in this handbook. This handbook contains many of the basic requirements we expect from our employees, as well as a compilation of the programs and benefits we provide to our workforce. This Employee Handbook will familiarize you with the policies and provide you with the direction necessary to perform your duties appropriately and in furtherance of the Authority's mission.

I encourage you to assist our team by complying with the policies, supporting our tenants and your fellow employees, and using your energies to enhance our efforts to maintain high quality, affordable facilities and excellent customer and community services.

Welcome to the team,

Fredrick Piccolo  
President and Chief Executive Officer

## **AIRPORT HISTORY OVERVIEW**

In 1939, through Federal grants, Sarasota and Manatee counties agreed to construct an airport on a 620-acre site situated on the bi-county line. In 1941, resolutions were passed creating the Sarasota Bradenton Airport and the Sarasota Manatee Joint Airport Authority. During World War II the airport was leased to the Army Air Corps as a fighter pilot training base. The federal government added 250 acres and several million dollars in improvements and transferred the land back to the Authority in late 1947. In 1955, the Florida Legislature passed the Sarasota Manatee Airport Authority Act giving the Authority the power to: maintain and improve the facilities; adopt bylaws, policies and procedures; accept grants; sell bonds; and make and enforce Airport Zoning Regulations.

A new terminal building opened in 1959 followed by taxiway and runway improvements in 1963. The runway was extended to 7,003 ft. in the early 1970s and extended again in 2001 to its present length of 9,500 ft. Commercial airline service began as early as 1940, general aviation service began in the 1950s, and National Airlines started jet service in 1965. The current terminal building opened to travelers on October 29, 1989

In 1970 voters opted for the election of four Authority Commissioners, two from each county, and enabling State legislation was adopted in 1972. In 1990, State legislation doubled the commissioners to eight. "International" was added to the airport name in 1992 when the U.S. Customs Service gave "Port of Entry" status to the airport. In November 2000, voters approved a referendum changing the elected board to a Governor appointed board and reduced the number of commissioners to six.

The Authority is self-supporting, using aircraft landing fees, fees from terminal and other rentals, and revenues from concessions to fund operating expenses. Operating expenses of the Authority are not taxpayer funded.

Construction programs are funded by Federal and State grants, Passenger Facility Charge (PFC's), Customer Facility Charges (CFC's) and Authority revenues.

Half of Airside B, a large portion of the runways and taxiways and the two general aviation fixed-based operators lie in Manatee County. A significant portion of the terminal, the rental car and short-term lots lie in Sarasota County. The long-term lot out to University Parkway is in the City of Sarasota. Airport property now equals approximately 1,200 acres, with most of the property within Manatee County.

### **PURPOSE OF THE HANDBOOK**

This Sarasota Manatee Airport Authority Employee Handbook (hereafter referred to as the Handbook) has been prepared to inform you of the Sarasota Manatee Airport Authority's personnel policies. Hereafter, the Sarasota Manatee Airport Authority shall be referred to as the Authority.

This Handbook is readily accessible online for easy reference and a hard copy is located in each department. The Handbook provides information concerning your working conditions, benefits, compensation, rules of conduct, and employee/employer relations. If you have any questions or comments about the information contained in the Handbook, feel free to discuss these with your supervisor or contact the Human Resources Department.

The Handbook uses the term "Manager" to refer to all individuals with direct management or supervisory responsibilities for the Authority staff, without regard to the management level in the Authority.

The content of the Handbook provides only a summary of personnel policies and is not intended, in any way, to confer contractual rights. The Authority reserves the right to add, rescind, change, or reword any policy. The Handbook highlights the Authority's policies and practices; however, if a regulation, contract, or statute exists for a policy or benefit, then the official document takes precedence over the summary provided in this Handbook.

Questions on the interpretation of this Handbook should be directed to a member of the Human Resources Department.

This Handbook is designed to introduce you to the Authority and provide you with information about our employment guidelines. We hope it will be a useful reference for you throughout your employment at the Authority.

From time to time, there may be revised or supplemental information placed in this Handbook.

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## Personnel Policy

### SECTION I – EMPLOYMENT

#### A. EMPLOYEE REFERRAL PROGRAM

- Traffic Co  
- The new hire  
for the  
Department will provide information on the current referral program.

#### B. NITY, ANTI-DISCRIMINATION AND ANTI-HARASSMENT AND COMPLAINT PROCEDURE

- sation,  
below.

is that t

other characteristic

harassment.

action up to and including discharge.

Sexual and other harassment may take many forms. These forms include, but are not limited to:

- Unwelcome and offensive verbal conduct  
religion, race, age, or any other protected characteristic.
- -mail, Internet programs or  
web sites.

## Personnel Policy

- other materials.
- rubbing, brushing, regardless of the gender of the individuals involved.
- 

used as a basis for a

performance or to create an intimidating, hostile or offensive work environment.

-

person present at the Authority, you should immediately do the following:

- date, time, place, what was said or done, and the surrounding circumstances.
- 

n your part

is by no means required.

- the matter to the attention of the Executive Vice-President, CFO, Director, Human Resources or enlist a co-ter to his attention, based on your own comfort level with those individuals.

of discrimination,

retaliation, or harassment are substantiated, t

retaliation, or sexual or other harassment, or who otherw

including discharge.

including discharge.

## **Personnel Policy**

### **C. DISABILITY, RELIGIOUS OR PREGNANCY ACCOMMODATION REQUESTS**

Consistent with the Authority's policy of non-discrimination, the Authority will provide reasonable accommodation based on an employee's disability, sincere religious belief, or pregnancy, where appropriate, so long as such accommodation does not constitute an undue hardship, as defined by the applicable statutes, to the Authority.

Any employee who has questions regarding this policy or desires to request a reasonable accommodation, shall notify the Executive Vice-President, CFO or Director, Human Resources. Although not required, it is preferred that any request for accommodation be made in writing. The Authority will respond (accept, deny, or still evaluating) to all requests for accommodation in writing within fourteen (14) working days of the request. If a request for accommodation is denied, the employer will provide the requesting employee a written explanation setting forth the reasons for the denial.

During the time period between the employee's request for religious accommodation and the Authority's response, if there is a conflict between a work rule and the employee's religious observance, the Authority will not discipline or terminate the requesting employee for a violation of that specific work rule. However, the employee will be expected to comply with all other work rules that are not specifically implicated by the request for accommodation.

Any employee who believes they have been subjected to discrimination or retaliation based on their need or request for reasonable accommodation should follow the Complaint Procedure stated above in the Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment Policy and Complaint Procedure.

### **D. EMPLOYMENT OF RELATIVES**

-laws

## Personnel Policy

### E. RELATIONSHIPS BETWEEN EMPLOYEES

including termination.

### F. TOBACCO, SMOKING NICOTINE, E-CIGARETTES

not been a user

-cigarette), personal vaporizer (PV) or electronic nicotine delivery system (ENDS).

smoke are encouraged to quit smoking as soon as possible.

### G. EMPLOYEE CLASSIFICATIONS

1. Full-  
Full-

limitations of each benefit program.



## Personnel Policy

2. Full-

-

-

3. Part-

Part-

week on a

continuous basis. Part-

-time

I receive benefits such as

Part-

hours worked in the fiscal year.

4.

work more than 30 hours per week.

employees are not eligible for benefits.

5.

of hire as a regular employee shall be the date he/she was hired into the regular position.

or without cause. Temporary

employees are not eligible to receive benefits.

6.

to a substitute

are not eligible for benefits.

## Personnel Policy

### 7. Student Interns

-the-

nce at

the Executive Vice President, CFO. Student interns are not eligible to receive benefits

### 8. Consultants

Cons

employees and are not eligible to receive benefits.

### 9. Volunteers

Volu

ity's

volunteer program.

### 10.

-

coverage. Auxiliary Police Officers are not eligible for compensation or benefits.

## H. AUTHORIZATION TO WORK

the Authority participates in the E-Verify program.

## I. "OPEN DOOR" COMMUNICATION

sequence is: first, the employee's immediate supervisor; second, the department manager or

## Personnel Policy

es Department, the Executive Vice President, CFO or the President, CEO at any time.

J.

-suited individual for  
there is a job position opening.

ffort will be made to promote from  
within.

are encour

recruitment a

dvertised.

tion

The Director, Human Resources, or a member of the Human Resource department shall review applications and resumes and only forward those applications of qualified individuals to the manager seeking to fill the position. After review of the applications, the interviewer will interview those applicants best suited for the position. The Executive Vice President, CFO, director or manager of the department in which the vacancy exists will select the best-suited person and notify Human Resources of the selection.

Falsification of any information provided by the applicant shall be cause for disqualification; or in the case of an employee, termination. Falsification discovered after the individual is hired, transferred or promoted into the position shall be grounds for immediate termination.

## Personnel Policy

### K. VETERANS' PREFERENCE

receive veterans'

Florida Department of Veterans Affairs.

### L. NEW EMPLOYEE ORIENTATION

contained in the Handbook will be reviewed.

Existi

Authority are pleasant ones.

### M. PERSONNEL RECORDS

information.

rec

-  
and title  
action

presented to the employee or in some cases, when hand delivered or sent to an employee via

## Personnel Policy

1.

position titles, dates of employment, and salaries.

2. Record Retention

records management, state, and legal requirements. compliance with all public

### **N. OUTSIDE EMPLOYMENT**

conflict of interest.

employee may be subject to disciplinary action. employee's job performance, the

### **O. CARE AND USE OF EQUIPMENT**

the Aut

etc. ion of those items

placement costs and/or subject to

## Personnel Policy

1.

ted access

cost will be refunded.

2. Lockers

available, will be present during the inspection.

3.

vided

the extent permitted by law.

-related shoes.

Employees will have the option of supplying their own Authority approved shoes.

4.

s

Authority vehicles without prior approval from their supervisors.

safely. Nor may employees operate Authority vehicles or personal vehicles for Authority

## Personnel Policy

or while impaired or under the influence of any such drug or alcohol; or while taking prescription or non-prescription medication which is adversely affecting the employee's ability to perform safely and effectively.

Employees who are required to drive Authority vehicles must possess the appropriate valid license for the assigned vehicle. When an employee is required to obtain a particular designated license as a qualification for a position, the cost for obtaining and renewing the license will be paid by the Authority.

Employees must refrain from using their cell phones while driving. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free device and advise the caller that they are unable to speak at that time and will return the call.

The Authority assumes no responsibility for fines imposed for any traffic or parking violations while an employee is driving an Authority vehicle. Employees who are charged with a traffic violation(s) resulting from the use of their cell phones while driving will be solely responsible for all liabilities that result from such action.

Employees who are required to drive Authority vehicles as part of their job are required to immediately report a DUI or if their license has been suspended or revoked. The Authority will periodically check the motor vehicle license status of employees.

5.

er, pens, paper clips, chemical, cleaning, and petroleum supplies.

the Authority's costs.

6.

without proper approval.

### **P. TERMINATIONS/RESIGNATIONS**

concur in any decision affecting the Executive Vice President, CFO. All other employees (whose

## Personnel Policy

privileges and

advance n

will be paid if the employee is terminated for any violation of the personnel policy.

### **Q. REDUCTION OF WORK FORCE**

include the

employees shall be notified in writing.

### **R. NEW HIRE PROBATIONARY PERIOD**

considered  
Presidents and Executive Vice President.

luate an

-time or full-

for a merit increase

shall  
receive a Performance Appraisal at their one (1) year anniversary date, at which time they may



## **Personnel Policy**

s) shall not be subject to the Authority's

Employees may be considered for an internal promotion during their one year probationary period. If promoted, the employee will receive an increase as noted under Section III Classification and Pay Administration/Compensation Plan/Promotions.

### **S PROBATIONARY PERIOD FOR PROMOTIONAL AND LATERAL APPOINTMENTS**

An employee who is promoted, or an employee who is appointed to a lateral position will serve a six (6) month probationary period in the new position or the remainder of the new hire probation, whichever is greater.

### **T. PROBATIONARY PERIOD FOR DEMOTIONS**

Upon accepting a non-disciplinary demotion (voluntary downgrade), a probationary employee will need to serve the balance of the unserved new hire probationary period, but an employee who has already served a new hire probationary period will not be required to serve another probationary period. An employee demoted for disciplinary reasons will be required to serve a new six (6) month probationary period.

### **U. HIRING OF MINORS**

The Authority may employ minors (ages 14–17) strictly in compliance with Florida Statutes Chapter 450 and the Federal Fair Labor Standards Act.

### **V. REEMPLOYMENT**

Employees who voluntarily resign with proper notice, and who have maintained an acceptable level of performance prior to separation may be considered for reemployment. Former employees who are re-employed after more than 14 days shall be considered new employees. They shall be given a new hire date and be required to meet all qualifying conditions prior to participating in the Authority's benefit programs.

Employees who have been terminated for cause, or do not provide a 2-week advance notice shall not be considered for reemployment.

## **Personnel Policy**

### **W. EXIT INTERVIEWS**

Departing employees can be a valuable source of information concerning the quality of the Authority's work environment. Exit interviews provide feedback to management that may assist in improving conditions for other employees. They also provide an opportunity for employees to ask questions regarding their benefit continuation options.

It is the responsibility of the supervisor, when possible, to notify the Human Resources Department at least two (2) weeks prior to an employee's termination. A Human Resources Department representative will conduct the exit interview. When an employee is unavailable for an exit interview, a voluntary exit interview questionnaire will be mailed to the terminated employee.

### **X. STANDARDS OF DRESS/PERSONAL HYGIENE**

The Authority is dedicated to providing public service. Employees make lasting impressions on the traveling public and visitors. Authority employees are expected to dress and behave appropriately in order to project a favorable image. Proper dress, good manners, and a friendly, cooperative attitude are all important for a pleasant and presentable appearance. The Authority expects employees to be clean and neat at all times to include clean clothes, shoes, body, nails, teeth, and hair. Facial hair must be trimmed and shaped.

Employees who are not provided with uniforms shall wear work attire that complements the environment, the Authority's image and reflects an efficient, orderly, and professionally operated organization. Appropriate business casual attire for men includes: casual slacks, sport shirts and casual shoes.

Appropriate business casual dress for women includes: casual slacks, skirts, dresses, full skirt skorts, casual shoes, clogs or sandals. Slacks, skirts, dresses and skorts must not be tight or form fitting and must be of an acceptable length. Blouses and dresses must cover the back, shoulder and midriff, and must not be low cut or revealing.

Inappropriate work attire includes but is not limited to: Denim pants (jeans), capri pants, stretch leggings, mini-skirts, t-shirts, tank tops or sweatshirts and any excessively worn or faded clothing. Rubber flip-flops and beach shoes are inappropriate footwear.

When administrative employees are required to perform work not of an administrative nature, such as overseeing projects in the field, painting or cleaning, they may dress in a manner appropriate for the task until they return to their normal work area the following day.

No visible piercing with jewelry is permitted to be worn other than in the earlobes and shall be limited to two (2) per ear only. Employees shall wear clothing that covers excessive body art (tattooing) at all times.

The Director, Human Resources will make the final determination as to the appropriateness of appearance. For field type workers, who have not been provided uniforms, manager discretion is allowed. The Director, Human Resources may require that an employee return home to change clothes. Nonexempt employees will not be paid during such time away from work, and repeated violations of this policy shall be cause for disciplinary action.

## Personnel Policy

### Y. TELEPHONE, EQUIPMENT, MAIL USAGE, AND VISITORS

Telephone, equipment, mail, and work areas, under normal circumstances, are to be used for business purposes only.

1.

Telephones are provided for business purposes; however, the Authority understands that it may be necessary for employees to receive and make personal calls during office hours. Personal calls, both incoming and outgoing, shall be brief and limited to those which are absolutely essential. Employees shall, when possible, limit these personal calls to breaks and lunch periods. Personal calls shall not be taken at the front desk or when assisting a customer.

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of office phones. Cell phones may be carried by Authority employees provided they are carried discretely and do not in any way interfere with the employee performing his/her duties and responsibilities. To the extent authorized or as circumstances may warrant, cell phone use shall be limited to making and receiving brief telephone calls. Personal cell phones are to be placed on vibrate, they should not ring.

Abuse of telephone privileges may result in disciplinary action up to and including termination.

2. Machines

Fax, copiers, and other office machines shall be used for business purposes only. If an emergency situation necessitates the use of business machines for personal reasons, authorization from the employee's supervisor is required.

3. Mail

The postage meter shall be used for business purposes only.

4.

Employees are not permitted to use Authority letterhead or envelopes for personal business. Employees who violate this policy shall be subject to disciplinary action.

5. Electronic Mail

The E-mail system, both internal and external, is the property of the Authority. It has been provided for use in conducting Authority business. All communications and information transmitted or stored in this system are Authority records. The Authority reserves the right to review, monitor, audit, intercept, access and disclose all messages created, received or sent over the E-mail system for any purpose.

The use of E-mail is solely for Authority business and may not be used for personal reasons. Accordingly, employees should apply appropriate business communication standards to all E-mail communications. E-mail communications should be professional and businesslike both as to content and form.

## Personnel Policy

The Authority's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for disciplinary action. Therefore, no E-mail messages should be created, sent or forwarded if they contain intimidating, hostile or offensive material concerning race, color, religion, sex, pregnancy, ethnicity, age, national origin, marital status, veteran status, genetic information, disability or any other classification protected by law.

A good rule of thumb is "never write anything in an E-mail that you would not want to become public knowledge, or that would violate any Authority personnel policy."

6. Visitors

Unless authorized, no visitors shall be allowed in safety and security sensitive work areas.

7.

Frequently the only contact the public has with the Authority is through telephone conversations. Employees are expected to answer the telephone promptly, in a positive and courteous manner. Calls from Authority commissioners take priority. Employees are expected to assist all callers with their utmost ability, courtesy, and haste.

Employees shall return all telephone calls promptly, preferably within the same day the call was received. Employees shall not provide information that they are not confident is accurate. If an employee does not know the answer to a caller's question, the employee is expected to explain to the caller that the question will be researched. The employee will indicate when he/she will call back. Requests for information on current or former employees shall be referred to the Human Resources Department.

If a caller is using vulgar or profane language, the employee shall politely end the conversation. The supervisor shall be notified immediately of the incident. Whenever an employee is unable to calmly handle a caller, the caller should be politely informed that the call will be transferred to the employee's supervisor. If the employee's supervisor is not available, the call should be transferred to any available supervisor.

### **Z. CONFIDENTIAL INFORMATION**

All Authority employees are required to promote and protect the public's interest. Authority employees have access to confidential information. Authority employees are not permitted to develop or use information known to them because of their positions and not available to the general public for personal gain or the benefit of any other person or business entity.

Rumors can often be misinterpreted or may distort the actual facts of a situation or incident. The privacy of other employees shall be protected. Confidential information for purposes of this policy, includes, but is not limited to personnel records; medical information, employee assistance program usage, disciplinary actions, and personal problems of other employees. If an employee has any doubt if information is confidential, they shall direct their inquiries to the Human Resources Department.

## **Personnel Policy**

### **ETHICS CODE**

E

ntranet. Duties and

other form of unethical or unlawful conduct.

and informationa

located in the Shared Drive accessible using the designated department computer

**CC.**

A

be directed to

Authority.

release of information to the media and other appropriate agencies and organizations.

### **CHILDREN IN THE WORKPLACE**

Employees' children may not accompany them during their normal work hours. Employees may be permitted to bring their child to work with the approval of their supervisor, on the designated "Bring Your Child to Work Day."

### **VIOLENCE IN THE WORKPLACE**

The Authority has a zero tolerance of violence policy. No weapons or firearms of any type may be carried onto Airport property (including, without limitation, roadways) at any time or may be possessed by an employee during work time. The Authority is exempt from Florida Statute 790.251,

## **Personnel Policy**

the Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008. Therefore, the Authority prohibits all employees of the Authority and all employees of the tenants from the possession of firearms including vehicles while on the premises of the Airport, even if that employee has a concealed weapons permit.

Exceptions to this policy are those individuals required to use such items in the performance of their job assignments such as knives used as tools, guns used by Police Officers and Operations Officers for bird control.

Employees who threaten violence or become violent to another employee or member of the public will be subject to disciplinary action.

## Personnel Policy

### SECTION II – HOURS OF WORK AND OVERTIME

#### A. WORK SCHEDULES

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##### 1. Hours of Work

The Authority's Fair Labor Standards Act (FLSA) work week begins on Monday at 12:01 a.m. and continues through 12 midnight the following Sunday. Authority administrative offices are normally open Monday through Friday from 8 a.m. to 4:00 p.m.

Due to the nature of the Airport's operations, work schedules for Authority employees may vary and are subject to change. The majority of employees are usually scheduled to work eight (8) hours per day, Monday through Friday.

##### 2. Meal Periods

Nonexempt employees other than Police, Operations, and ARFF are required to take a thirty (30) minute or one (1) hour duty- free, uninterrupted, unpaid meal period each workday. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to the department's needs. Such meal periods are not counted as hours worked unless employees are required to remain at their work stations while eating or are required to work during their meal period.

##### 3. Break Policy

Break periods are not to exceed fifteen minutes every four hours and are at the discretion of the department management. Employees shall not accumulate unused breaks. Break times shall not be used to extend lunches or to make up time lost due to employees' late arrivals or early departures.

Employees' department managers, directors or immediate supervisors shall determine break schedules. Breaks may be discontinued or not permitted at the discretion of the department managers, directors or immediate supervisors.

##### 4. Compensatory Time

The accrual of compensatory time for exempt and nonexempt employees is prohibited. Department Managers, at their sole discretion, may allow employees to make up lost time during the same workweek. Employees shall not be allowed to make up time if the lost time is the result of conditions the employee could control, adequate supervision is unavailable, or it would inconvenience the Authority.

Under no circumstances, shall make-up time be used for routine schedule change purposes. Make-up time shall only be used on a temporary basis for non-routine situations.

##### 5. Business Necessity Schedule

Department Managers are permitted to change employees' schedules in order to provide essential services on an uninterrupted basis. In those cases when a business necessity is the reason for a deviation from the normal eight hour a day schedule, the Manager shall be required to document the need for the deviation.

## Personnel Policy

### 6. Employee Accommodation Flex Schedules

The Authority recognizes that employees may need flexibility as to their workday schedules to accommodate personal needs. As a benefit to employees, the Authority, at management's discretion, may allow employees to adjust their arrival and departure times as long as the adjustment does not interfere with Authority operations or customer service.

Management reserves the right to eliminate employee accommodation schedules for any employee and/or all employees, at any time for any reason.

### **B. OVERTIME**

On occasion, an employee may be asked to work overtime. It is expected that the employee will make every effort to accommodate overtime requests. Whenever possible, overtime will be scheduled in advance to permit the employee to make suitable arrangements. Exempt employees are not eligible for overtime pay. Employees are not permitted to work overtime, volunteer their time, or work on their unpaid lunch breaks without authorization from their supervisors. All time worked shall be recorded. Nonexempt employees who do not record all time worked shall be subject to disciplinary action.

Nonexempt employees, with the exception of the firefighters, will be paid for overtime at time-and-a-half for all hours worked in excess of 40 hours per week. These employees are subject to the overtime pay requirements of the Fair Labor Standards Act (FLSA). Holidays, vacation leave, sick leave, paid personal time, or any paid time off shall be the only time counted towards hours worked for the purposes of calculating overtime. Any time off not paid such as leave without pay shall not be counted.

Overtime calculated for firefighters will be determined according to Section 7(k) of the Fair Labor Standards Act (FLSA). This provision establishes a maximum work period of twenty-eight (28) days, with an accompanying overtime standard of two hundred twelve (212) hours. In order to accommodate the need of employees to have stable earnings, the Authority has adopted an overtime prepayment plan. This plan which is a legal method of computing overtime, pays employees a greater amount of overtime than that which is earned during the first eight weeks of the plan's cycle; these overtime prepayment credits are then applied against the overtime earned in the final four weeks in the plan's cycle when the progress of the schedule produces the greatest amount of overtime due the employee. In this manner, the Authority is able to accommodate the competing and conflicting needs of the work schedule and employee earnings stability and maintain compliance with the overtime requirements of the Fair Labor Standards Act (FLSA). Employees who resign or are otherwise separated from the fire service during periods of the cycle which create employer overtime credits will be expected to repay any overtime prepaid, but not yet earned. Employees who are on leave without pay during the cycle will experience a reduction in their overtime earnings.

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### C. CALLBACK PAY

When a nonexempt employee has gone home after completing his/her scheduled workday and is requested to return to the Airport, callback pay will be provided. Employees who have been called back will be paid for a minimum of two (2) hours, or for actual hours worked, whichever is higher at time-and-a-half. Travel time from home to the Airport and travel time returning home is not considered time worked. Employees' supervisors must authorize all callback requests.

callback pay does not apply if employees are called and requested to report early for their regular shifts, nor requested to stay after they have completed their shift but not yet left the Airport premises.

### D. ON-CALL EMPLOYEES

Nonexempt employees who are scheduled for on-call hours, as defined as compensable hours worked under Fair Labor Standards Act (FLSA) regulations, shall be paid for these scheduled hours at the applicable hourly rate.

### E. TREATMENT OF INJURIES

Employees are covered by Workers' Compensation Insurance, as mandated by the State of Florida. In the case of a verified work-related injury, the Authority's Workers' Compensation insurance will provide coverage for the employee's medical hospital and related expenses, and if warranted, lost time from work.

In case of an emergency, the employee shall call Aircom or take any other measures necessary to obtain immediate help.

If an employee should have an accident on the job or witness an accident even in cases of apparent minor injuries, the employee must notify his/her supervisor immediately. An Employee Injury Form must be completed by the injured employee and submitted to the Human Resources Department within twenty-four (24) hours from the time of the injury. A witness to a work related injury shall provide a written statement to the Human Resources Department within twenty-four (24) hours after the accident.

In a non-emergency situation, when an employee believes they need medical attention, the employee shall obtain prior approval from the Director, Human Resources, a Human Resource member, or the Executive Vice President, CFO prior to seeing a physician. Once approval is obtained, the Human Resources Department shall authorize an appointment. If an employee sees a physician for a non-emergency work-related injury without prior approval, the workers' compensation carrier may not reimburse the employee for the unauthorized visit.

The employee will be compensated by the Authority for any absence on the day of the injury. If the initial doctor's appointment extends beyond normal work hours, the employee will be compensated in accordance with the Fair Labor Standards Act (FLSA). If the employee is under a doctor's care for a work-related injury and must arrange follow-up appointments during working

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## Personnel Policy

hours, time taken for these scheduled appointments will be paid by the Authority, however, these hours away from the job for treatment will not be included as hours worked for the calculation of overtime.

The Authority is committed to providing a safe and healthy workplace. Employees will report all accidents, injuries, and unsafe conditions to their supervisors. No such report, made in good faith, will result in adverse personnel action. Employee recommendations to improve safety and health conditions will be given due consideration. While employees are on approved workers' compensation leave, upon request of the employee, the Authority will supplement their workers' compensation payments by using their sick/vacation time in amounts necessary to match, but not exceed, their base salary at the time of their injury or illness.

### F. BUSINESS EXPENSES

Employees will be reimbursed for Authorized business expenses. The Authority may restrict or stop business-related reimbursements at any time.

When available, employees are requested to use Authority vehicles for business travel. If employees use their personal vehicles, mileage may be reimbursed, pursuant to the Travel Policy. Time spent by nonexempt employees while traveling for business during the normal workday will be compensated in accordance with the Fair Labor Standards Act (FLSA). The Authority depends on employees to make sensible decisions regarding all business expenses. Examples of expenses eligible for reimbursement include meals, tolls, taxi/limousine fares, parking fees, meeting fees, enrollment fees, and telephone calls. Any costs for non-business personal entertainment or any expenses considered unreasonable will not be reimbursed.

A copy of the Authority's official Travel Policy is included as an addendum to this handbook. Please refer to it for specific guidance.

#### 1. Travel Expenses

Expenses shall be paid in accordance with the Authority's approved travel policy.

Prior to departing on a business trip, an employee will provide his/her supervisor with an itinerary. Employees may request permission from their supervisors for travel advances not to exceed eighty (80) percent of total anticipated expenses. A travel advance may not be requested earlier than fifteen (15) workdays before the travel period begins unless the traveler can provide justification of circumstances which may make this necessary. International travel is justification for such an earlier request.

#### 2. Interview Expenses

The President, CEO may authorize reimbursement of travel expenses for the interview of an out-of-area job candidate for a manager level and above position. Interview expenses for other positions must be approved by the CEO, in advance of advertising for the position.

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Authorized expenses, such as round trip transportation, car rental, meals, hotel, and incidental costs may be paid. A per diem expense limit will be determined prior to the actual visit.

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### 3. Relocation Expenses

If an employee is hired from out of the area, the Authority may pay relocation expenses. The decision to pay these expenses will depend on Authority needs and the employee's position.

The President, CEO has discretion to approve or disapprove any relocation expenses. The relocation expenses may include household moving expense payments from the lowest of three (3) proposals made by bonded moving and storage companies. The household moving expense payments shall be limited to the cost of packing, shipping, and temporary storage (up to thirty (30) days) of household goods constituting personal effects and property used or to be used in the employee's dwelling. In addition to the household moving expenses, the Authority will reimburse the employee up to a maximum of \$3,000 to cover any other expenses related to his/her relocation. If the employee voluntarily leaves the Authority employment within three (3) years of the date of initial hire, he or she shall be required to reimburse the Authority said relocation expenses paid to the employee on a monthly pro-rated basis.

### 4. Business Associations

The Authority encourages employees to belong to business (professional) associations that enhance their professional recognition and knowledge. The Authority may require that an employee join a business group as the Authority's designee.

In order to receive reimbursement for dues, fees, meetings, etc., employees must receive prior authorization from their managers or directors. Nonexempt employees' participation in association activities will not be considered time worked, unless attendance at the meeting is authorized by their manager or director. When the employee's time and expenses are to be paid by the Authority, manager or director approval must be obtained prior to seeking or accepting an officer position in a business association.

## G. RECORDING TIME WORKED

Employees will be provided access to payroll software for the recording of hours worked. Each employee is responsible for maintaining their own time record and under no circumstances is a supervisor or other employee permitted to record time of another employee. The recording of hours worked for nonexempt employees on time records shall reflect the hours worked on the actual day. For example: if an employee works a shift from 21:00 to 9:00 starting on Sunday night, three (3) hours will be recorded on Sunday and eight (8) hours will be recorded on Monday, even if the Monday is the next pay period. Nonexempt employees working overtime shall record the overtime hours worked along with an explanation of the reason for the overtime. Hours worked are rounded to the nearest quarter hour. All time worked must be recorded.



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Falsification of time records shall be grounds for termination.

At the end of the payroll period, each employee shall review and approve their time record. Supervisors are responsible for checking records for completeness, accuracy, and final approval. Any time records not approved by the employee and/or supervisor before payroll is completed will be printed and forwarded to the parties for their signature(s).

When there is an administrative change made to an employee's time record, payroll personnel will explain the change to the employee. Both the employee and the supervisor shall approve the updated time record. Completed and approved time records must be submitted to the Finance and Human Resources Department before 9:00 a.m. on the first workday following the end of each payroll period.

Shift workers on duty when Daylight Savings Time goes into effect may end up working an hour less than on a regular shift, even though they clock in and out at the usual time. In this case, the employee will be paid for the lost hour. However, this hour will not be used when calculating overtime pay.

### H. ATTENDANCE

In order to efficiently operate the Airport, a reliable and productive work force is necessary. Employees arriving on time each workday make a significant contribution towards the goal of providing the best possible service to the traveling and general public. Even though an absence or tardiness may be for a valid reason, an extra burden is placed on other employees and may result in reducing the overall quality of the Authority's service.

#### 1. Punctuality

Employees are required to report to work punctually, as scheduled, and to work all scheduled hours. If an employee arrives late or leaves early, regardless of the reason, the employee shall be considered not punctual. Nonexempt employees shall not be paid for late arrivals or early departures of seven (7) or more minutes. Excessive tardiness or a pattern of tardiness, even if for valid reasons, will be cause for disciplinary action. Falsification of time records shall be grounds for termination.

#### 2. Absence Reporting

If an employee finds it necessary to be absent from work due to illness or emergency, the employee must contact his/her supervisor directly prior to the employee's work shift or within fifteen (15) minutes after the employee's scheduled reporting time. If the employee works the night shift, the employee must call their supervisor at least one (1) hour before the employee's reporting time. In the absence of the employee's supervisor or department manager or director, the employee must notify another supervisor in the department. If a supervisor is not available, the employee must notify AIRCOM.

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During a period of absence due to illness, it is important that the employee keep the supervisor informed of their health status. The employee must call daily, unless hospital confined or in those instances when the employee has been excused by their supervisor for a defined period of time. Failure to notify a supervisor of an absence will be considered an unexcused absence.

A Leave Request is required for every absence. In those cases when an employee is unable to request a leave prior to an absence, the employee shall complete the request immediately upon return.

### 3. Excused Absence

An excused absence is prearranged and approved in advance by the employee's supervisor or if caused by a sudden emergency, sickness or accident, in which case the employee's supervisor must be notified in accordance with the absence reporting policy. Excused absences also include jury duty, personal time, vacation, bereavement, floating holidays, military duty, administrative paid leave, and discretionary paid leave.

### 4. Unexcused Absence

An absence is unexcused if the employee's supervisor is not properly notified, an employee takes time off when the request has been denied, or an employee fails to report for work without receiving prior approval from his/her supervisor for reasons other than illness or injury. Any unexcused absence will be cause for disciplinary action.

### 5. Excessive Absenteeism

The Authority realizes that absences are, at times, unavoidable. All employees will be treated with understanding and consideration in the event of a personal illness or emergency.

The department manager may request that the employee provide a doctor's certificate to substantiate the use of time off due to sickness.

Excessive absenteeism or a pattern of absenteeism, even if for valid reasons, shall be cause for disciplinary action up to termination.

## I. **SHIFT EXCHANGES**

It is recognized that employee shift exchanges provide certain benefits of flexibility to the employee and management. Shift exchanges are a privilege, not a right. They are not always appropriate and may present planning difficulties. At the discretion of management, shift exchanges may be limited or discontinued. Firefighters, Police, and Operations personnel are eligible for shift exchanges.

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In order to exchange a shift, prior authorization must be obtained from the employee's supervisor. This authorization must be forwarded to the Human Resources department. In all cases, shift exchange authorization must be in writing and all shift exchanges must be for the total shift period. Partial shift exchanges are prohibited except for firefighters. Partial shift exchanges for firefighters require a two (2) hour minimum and one (1) hour increments thereafter. The shift exchange must be made in a manner that does not require overtime, and the time exchanged must be reciprocated within the same pay period except for firefighters. Firefighters shift exchanges must take place within the same calendar year. The only exception is when a shift exchange occurs within the last ninety (90) days of the calendar year. It may be carried over to the next calendar year, but must be totally paid back by the end of February. No employee shall have more than five (5) incomplete shift exchanges on the books at one time.

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### SECTION III – CLASSIFICATION AND PAY ADMINISTRATION

#### A. SALARY ADMINISTRATION PROGRAM

The policy of the Authority is to classify positions and pay wages in a non-discriminatory and competitive manner. The Airport Salary Administration Program is the formal system used for classifying positions and compensating employees. The Program is comprised of two components: the Classification Plan and the Compensation Plan.

#### B. CLASSIFICATION PLAN

The Classification Plan provides a systematic approach to the placement and categorization of positions in the Authority's pay structure. The Executive Vice President, CFO is responsible for the establishment and maintenance of a uniform current classification plan applicable to all Authority positions which includes:

- Overall coordination, review, and maintenance of the Classification Plan.
- Establishment of new classes and the revision or deletion of existing classes.
- Determination of all designations for the classes in the Classification Plan.
- Conducting periodic studies and surveys to assure that the Classification Plan remains current and preserves internal and external parity.

Every Authority position has been classified and assigned a grade with the exception of substitute positions in accordance with the Classification Plan. A job class specification is an objective description of an employee's present position in terms of functions, responsibilities, and qualifications required. Job class specifications exist for all Authority positions.

Whenever a new job is created, or an existing position is significantly changed, a new job class specification will be developed. The Executive Vice President, CFO and/or the Director, Human Resources, shall review all requests for the creation, reclassification, or elimination of positions and make approval recommendations to the President, CEO.

The President, CEO must approve any revision, creation, reclassification, or elimination of any job class specification.

#### 1. Maintenance of the Classification Plan

Periodically, job class specification reviews may be conducted to determine if changes should be made. These reviews may include desk audits, market analyses and interviews with employees and supervisors to ensure that job class specifications reflect, on a current basis, the duties being performed by employees. A desk audit is conducted at the employee's workstation or work site. It involves observation of the employee actually



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performing his/her work functions and comparing the observed work functions with the written job class specification.

### 2. Classification of New Positions

To initiate the creation of a job class specification for a new position, the department manager or director (with the Executive Vice President, CFO's concurrence) or Executive Vice President, CFO shall draft a job class specification for the new position or provide a summary of tasks to the Director, Human Resources, to create a draft describing the duties and minimum requirements of the position. After creating and/or receiving the draft by the Human Resources Department, a new job class specification shall be finalized. A desk audit of a similar position, an interview with the supervisor, or a comparative market analysis may be conducted to verify appropriate classification assignment.

### 3. Reclassification of Existing Positions

A position may be reclassified if the position has undergone substantial changes from the time the position was originally classified. Any time a department is reorganized, job specifications affected will be reviewed and, if necessary, reclassified.

Department managers or directors (with Executive Vice President, CFO's concurrence) or Executive Vice President, CFO may recommend that an existing position be reviewed for reclassification. Should an employee have facts which indicate his/her position is improperly classified; the employee may request that the department manager or director review the position's classification and request a reclassification. All requests for reclassification reviews must be written and include a statement of justification. The Executive Vice President, CFO shall review the position's classification to determine if a change is warranted. Should a position be reclassified to a higher pay grade, such action will be considered an upgrade. Should a position be reclassified to a lower grade, such action will be considered a downgrade.

If an employee is not satisfied with the outcome of a reclassification review, the employee should schedule an appointment with the Executive Vice President, CFO. The final determination in a reclassification matter rests with the Executive Vice President, CFO.

### 4. Elimination of Positions

Whenever there is justification for eliminating a position such as lack of work, reorganization, or budget constraints, the department manager, director or vice president, will make an initial recommendation to the Executive Vice President, CFO that the position be eliminated. Based on the input from the department manager or director, the Executive Vice President, CFO will finalize a recommendation to be presented to the President, CEO for approval. Based on the President, CEO's approval, a recommendation for the elimination of the position will be presented to the Authority's Board who will make the final determination. Any affected employees who lose their employment with the Authority shall be deemed to have been terminated for cause and shall not have access

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to the grievance procedures, but will be eligible for rehire and payout of any accrued sick and/or vacation hours.

Every effort will be made to transfer an employee whose position has been eliminated to another position for which he/she is qualified. In no case will a position be eliminated solely as means for terminating an employee.

### 5. Official Copies of Job Class Specifications

The Human Resources Department shall provide each employee with his/her job class specification. The Human Resources Department shall maintain the official job class specifications for all Authority positions. These are available for inspection, under reasonable conditions, during business hours.

## C. COMPENSATION PLAN

The Authority offers competitive levels of compensation sufficient to attract and retain an effective and responsible workforce. The Compensation Plan is designed as a fair and equitable method for payment of Authority employees. The Compensation Plan is a basic salary schedule which is approved on a regular basis by the Authority. All provisions of the Compensation Plan are contingent upon available funds and budgeting constraints.

The Executive Vice President, CFO shall be responsible for maintenance of the Compensation Plan in accordance with sound compensation practices. Wage and salary surveys shall be conducted on a regular basis for the purpose of making recommendations for adjustments to the Compensation Plan. All changes to pay rates shall be approved by the President, CEO and the Executive Vice President, CFO.

### 1. Salary Grades

Authority employees, with the exception of the President, CEO, shall be paid at rates which fall within approved Authority salary grades. Positions are classified and placed in pay grades using any or all of the following: an evaluation system, market analysis, desk audits, and supervisor/employee input.

Each pay grade contains a range with a defined grade minimum, midpoint, and maximum. The minimum of each pay grade shall be no less than the minimum rate of pay required by the Fair Labor Standards Act (FLSA). An employee's base salary shall not exceed the maximum of his/her grade, except when an employee receives training, inspector, incentive, or foreman payments in addition to his/her base salary.

### 2. Merit Increases

The Merit Increase Program is designed to reward job performance. Increases are awarded to those employees whose performance is evaluated as consistently competent

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and/or above standard in accordance with the merit increase guidelines set each year. Employees are eligible for merit increase consideration at the satisfactory completion of one year and annually thereafter. If an employee is on unpaid leave in excess of thirty calendar days at any time during their career, the employee's scheduled performance appraisal and eligibility date for a merit increase shall be postponed for the period equal to the employee's unpaid leave and, thereafter, annually from the new review date. Merit increases are calculated on base salary only and shall not be awarded more than once each year.

### 3. Maximum Rate of Pay

When an employee reaches the maximum of their assigned grade, the employee will be eligible to receive a lump sum payment equal to the percentage earned on the employee's annual performance appraisal. The formula for this payment is gross annual salary times the merit increase matrix percentage equals the lump sum payment. This lump sum payment will not be added to the employee's base pay.

### 4. Promotions

A promotion is defined as an employee's assumption of a new position in a higher grade. When an employee is promoted, the employee will receive a percentage increase over current salary not to exceed the maximum of the new grade. This percentage will be designated in each fiscal year's budget. If this increase does not bring the employee to the minimum of the new grade, the employee will be placed at the minimum of the new grade. One (1) year probationary employees may be considered for an internal promotion for which they are qualified.

All promotional increases must be approved by the Executive Vice President, CFO and the President, CEO. A promoted employee will be formally appraised twice during the first year of their promotion; at the completion of six (6) months and again after their one year in the new position, at which time they may be eligible for a merit increase and thereafter, annually from that review date.

### 5. Demotions

A demotion is defined as a voluntary or involuntary change of an employee's present grade to a lower grade. When an employee is demoted to a position in a lower grade, the employee will retain his/her rate if it is within the parameters of the lower grade. If an employee's current base salary is above the maximum of the new grade the employee's base salary will be reduced to the maximum of the new grade. If the demotion is due to disciplinary action pursuant to this policy, the employee's base salary will be reduced to the same percentage of midpoint as in the previous grade.

### 6. Interim Position

An employee may be placed in an interim position when the employee is requested to work at a higher grade on a temporary, incidental, or emergency basis. Employees may

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be placed in an interim position for thirty (30) calendar days or less without an increase in pay. In the event an interim position exceeds thirty (30) calendar days, the employee shall be given a provisional (interim) appointment to the position, and will receive a percentage increase over current salary, not to exceed the maximum of the new grade. This percentage will be designated in each fiscal year's budget. If this increase does not bring the employee to the minimum of the new grade, the employee will be placed at the minimum of the new grade.

In those cases when the employee does not meet the minimum requirements of the interim position, a new job class specification shall be developed and graded to encompass the additional duties of the interim position.

At the conclusion of the interim assignment, the employee's salary shall be returned to his/her rate of pay prior to the interim assignment. Interim assignments shall not exceed six (6) months unless otherwise determined by the President, CEO. Interim assignments do not affect benefit eligibility, and the employee's annual review date shall remain the same.

Prior to any employee being permanently placed in the interim position, that position shall be posted and/or advertised in accordance with Authority policy. In the case of an interim appointment of a President, CEO, the Board shall set an appropriate increase.

### 7. Upgrade/Downgrade

Occasionally, positions undergo changes in their required responsibility levels. When this happens, the position will be reviewed and may be upgraded or downgraded depending on the circumstances.

Should a position be upgraded, the employee in the position shall be provided with a five percent (5%) increase. Should the increase not bring the employee to the minimum of the new grade, he/she shall be provided with an increase to the minimum of the new grade.

Should a position be downgraded, the employee shall be compensated at his/her rate of pay prior to the downgrade if it is within the parameters of the new grade. If the employee's salary exceeds the maximum, his/her salary will be decreased to the maximum of the new grade.

Whenever an employee's position is reclassified to a new grade, the employee's merit consideration date shall remain the same.

### 8. Starting Rates for New Hires

In most cases, a new hire shall be paid the minimum of the position's pay grade. Exceptions may be granted when the new hire exceeds the minimum qualifications of the job class specification; the Authority has difficulty locating a qualified candidate; or when other unusual circumstances are present. Should a selected candidate warrant a higher rate than the minimum of the grade, the candidate may be appointed above the grade

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minimum not to exceed fifteen percent (15%). All requests for a new hire starting above the minimum salary must be in writing and include a statement of justification.

Exceptions to this policy shall only be granted with prior approval from the department director, the Executive Vice President, CFO and the President, CEO.

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### 9. Transfers and Reassignments

Employees may be transferred or reassigned to a lateral position, at management discretion, while remaining at the same pay grade. These lateral transfers or reassignments will not affect employees' pay grades, pay rates or merit increase consideration dates.

### 10. Incentive Pay for Police Officers and Fire Personnel

Police Officers and Fire Personnel are eligible to participate in an incentive pay program administered in accordance with prevailing Florida law. Incentive pay shall commence the first of the month after submission and approval of documentation. Compensation will not be made retroactive and shall not be considered a part of base pay.

### 11. Foreman Positions

Employees assigned to Foreman positions will receive an additional seven percent (7%) of their base salary for assuming supervisory functions in addition to their regular duties. These supervisory functions may include: providing input into project-related decisions, scheduling work assignments, ordering supplies, and/or taking charge in the absence of the supervisor.

Employees may be assigned to, or removed from, foreman positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional seven percent (7%) of their base salary. In the event an employee considers his/her removal from a foreman position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures as described in Section V of this handbook. Removal from a foreman position is not considered a demotion, and employees in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 12. Corporal Positions

Police Officers assigned to Corporal positions will receive an additional five percent (5%) of their base salary for being the officer in charge until a person of higher authority arrives or is needed. Police Officers may be assigned to, or removed from, Corporal positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five percent (5%) of their base salary.



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### 13. Senior Firefighter Positions

Firefighters assigned to Senior Firefighter positions will receive an additional five percent (5%) of their base salary for being their shift's leader, and until a person of higher authority arrives or is needed. Firefighters may be assigned to, or removed from, Senior Firefighter positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five percent (5%) of their base salary. In the event an employee considers his/her removal from a Senior Firefighter position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Senior Firefighter position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 14. Fire Training Coordinator Positions

Training Coordinator positions will be responsible for the establishment and maintenance of a current training program as directed by the Fire Chief. The Training Coordinators will each be Certified as a Fire Instructor I in the State of Florida. Firefighters assigned to the Training Coordinator positions will receive an additional two and one-half percent (2.5%) of his/her base salary for assuming the training function in addition to his/her regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or removed from the Training Coordinator position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional two and one-half (2.5%) of his/her base salary. In the event an employee considers his/her removal from a Training Coordinator position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Training Coordinator position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 15. Supporting Fire Inspector Positions

The Supporting Fire Inspectors will each be Certified as a Fire Inspector I in the State of Florida. The firefighter assigned to the Supporting Fire Inspectors will receive an additional one percent (1%) of his/her base salary for assuming the Supporting Fire Inspector function in addition to his/her regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or removed from the Supporting Fire Inspector position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional one percent (1%) of his/her base salary. In the event an employee considers his/her removal from a Supporting Fire Inspector position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Supporting Fire Inspector position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

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## Personnel Policy

### EMS Training Coordinator Position

Personnel assigned to the EMS Training Coordinator position will be responsible for the development, implementation, and maintenance of a current training program, as directed by the Fire Training Captain. Individuals in this role must be certified as paramedics in the State of Florida. Paramedics assigned to the EMS Training Coordinator position will receive an additional five (5%) of their base salary for fulfilling training responsibilities in addition to their regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or removed from the EMS Training Coordinator position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five (5%) of his/her base salary. In the event an employee considers his/her removal from an EMS training Coordinator position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from an EMS Training Coordinator position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### Shift Differential

To support the attraction and retention of staff for less desirable shifts, non-exempt employees except ARFF personnel who work between the hours of 10:00 p.m. and 6:00 a.m. will receive shift differential pay for all hours worked during that time period. The current shift differential rate is available through the Human Resources Department.

#### 16. Special Pay Conditions

If unusual conditions exist for which provisions are not in place, such as an internal parity circumstance, the necessity for a deviation from hire compensation guidelines, etc., the President, CEO may approve a change to the established compensation policies. The approval must be in writing based on the recommendation of appropriate management staff and the Executive Vice President, CFO.

Special pay increases shall not result in an employee's base rate of pay exceeding the maximum of the position's grade.

#### 17. Effective Increase Date

Merit or other increases will be effective on the employee's scheduled merit increase consideration date, actual promotion/demotion date, or interim change date. When an employee is on an unpaid leave in excess of thirty (30) calendar days at any time during their career, the employee's effective increase date shall be postponed for the period equal to the employee's unpaid leave. Except where an Authority approved contract governs, under no circumstances shall an employee be provided with a retroactive salary adjustment.

## Personnel Policy

### D. PERFORMANCE APPRAISAL

The Authority's Performance Appraisal procedure provides an opportunity for two-way communication between the employee and the supervisor to discuss accomplishments and deficiencies in past performance, clarify future objectives, and provide information regarding performance in relation to established job standards. Employees' performance appraisals serve as a basis for recommending salary increases and making promotion, demotion, termination, and career development decisions. Employees' performance will generally be evaluated annually.

Performance objectives shall be determined prior to the employee's formal appraisal. When a new employee is hired or an existing employee is placed in a new position, a Commitment Setting Session shall be held within the first eight (8) weeks of an employee's start date in the position. Within two (2) weeks following the Commitment Setting Session with the employee and in those situations where there are no prior approved standardized objectives already in use, the supervisor shall afford the Director, Human Resources the opportunity to review objectives and provide comments.

Employees' except substitute employees performance will be formally appraised twice during the first year of employment; at the completion of six (6) months and again after their one (1) year anniversary date, at which time they may be eligible for a merit increase.

Employees who are demoted or promoted shall be formally evaluated at the completion of six (6) months in their new positions and again after one year in the new position, at which time they may be eligible for a merit increase, and thereafter, annually from that review date.

All performance reviews shall be completed and submitted to the Human Resources Department on time. An employee's performance appraisal will be placed in his/her personnel file after it is presented to, reviewed, initialed and signed by the employee. Any rebuttal or comments written in response to a performance review will also be placed in the file.

### E. PAYCHECK DISTRIBUTION

Employees are paid biweekly, on Friday. All employees are eligible to have direct deposit. Employees may visit the payroll provider portal to access their earnings for a specific pay period.

Any employees receiving an actual check will be required to pick up their check personally from the Human Resources department either on Thursday after 2:00 p.m. or Friday, during their break, lunch period, or after shift, during the hours of 8:00 a.m. and 4:00 p.m. Checks are mailed to the Authority offices from our payroll provider, so the Authority cannot guarantee the checks will arrive on the scheduled pay date.

A separated employee will be issued their final paycheck on the next scheduled payroll date following their separation.

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## Personnel Policy

### F. PAYROLL DEDUCTIONS

The Authority is required by state and federal laws to withhold estimated income taxes from employees' paychecks. Deductions are made according to tax tables and information provided on W-4 forms. Social Security and Medicare deductions will also be made in accordance with the FICA rate currently in effect. In addition, any group medical employee premium payments will automatically be deducted.

An employee may have additional amounts deducted for specific purposes, such as deferred compensation, supplemental life insurance, United Way deductions or other voluntary deductions offered by the Finance and Human Resources Department.

If you believe that an improper deduction has been made to your salary, you must immediately report it to the Director, Human Resources. Reports of improper deductions will be promptly investigated and, if it is determined that an improper deduction was made, the deduction will be reimbursed.

### G. COURT ORDERED GARNISHMENTS

Court ordered garnishments are processed by the Finance and Human Resources Department as prescribed by law. While a single garnishment or creditor problem will not affect an employee's record, repeated debt problems may result in disciplinary action.

### H. LOANS/ADVANCE PAYMENTS

The Authority does not make direct loans to employees nor provide loans in the form of pay advances. If an employee is having creditor problems or faces legal action resulting from indebtedness, the employee should contact an employee assistance program representative and request advice regarding possible solutions.

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## Personnel Policy

### SECTION IV – EMPLOYEE BENEFITS

SUMMARY OF BENEFITS			
Benefit	Full Time	Part Time	When Eligible
Insurance			
Medical	✓		1st of month after 30 days
Dental	✓		1st of month after 30 days
Life Insurance	✓		1st of month after 30 days
Employee Assistance Program	✓	✓	1st of month after 30 days
Time Off Benefits			
Sick Leave *	✓	✓	3 Months
Vacation Leave *	✓	✓	6 Months
Floating Holidays *	✓	✓	6 Months
National Holidays *	✓	✓	Immediate
Short-Term Disability	✓		1 year
Family Medical Leave	✓	✓	1 year; 1,250 hours
Retirement Benefits			
SMAA Retirement Plan **	✓	✓	6 Months
Educational Benefits			
Reimbursement for continuing education	✓		6 Months
Voluntary/Optional			
Pre-Paid Legal Plan	✓	✓	1 <sup>st</sup> of the month after 30 days
Deferred Compensation Plan	✓	✓	90 days
Supplemental Life Insurance	✓		1st of month after 30 days
Supplemental Medical Insurance	✓		1st of month after 30 days

\*Must work an average of 20 or more hours a week to receive benefits

\*\* Must have worked 1,000 hours in the fiscal year.

All benefits above are subject to the terms, conditions and limitations of each benefit program.

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## Personnel Policy

### A. HOLIDAYS

#### 1. Holiday Hours

All full-time and part-time employees averaging 20 or more hours per week are eligible for holiday benefits according to the following table:

<u>Work Schedule</u>	<u>Hours per Scheduled Holiday</u>
Full-time	8
Part time	6

If any current year holiday schedule reflects a half-day holiday, employees will receive one-half of the above hours, based on full-time or part-time status.

#### 2. Approved Holidays

Prior to the beginning of each calendar year, the Authority shall establish the approved holiday schedule. Any scheduled holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on a Sunday will be observed on the following Monday. When Christmas Eve falls on a Sunday, the Christmas Eve holiday shall be observed on the preceding Friday.

For Police, Operations, Fire and any other employees who have alternate schedules other than Monday through Friday, the paid holiday will be the nationally observed holiday. For example, if the Authority designates Friday, July 3rd as the day the Authority offices are closed, Saturday July 4th is the day holiday pay and any accompanying overtime will be recognized for those scheduled shift workers.

For these employees, if the holiday falls on a day outside of their normal work schedule, the employee will be paid eight (8) hours for the holiday in addition to their forty (40) regular hours for the week. In this instance, the eight (8) holiday hours are not included in the calculation of overtime.

#### 3. Payment for Work on Holidays

If required to work on a scheduled holiday, nonexempt employees will be paid time and a half and exempt employees straight time for all hours actually worked in addition to their scheduled holiday pay.

If a paid holiday occurs during an authorized absence, the employee will be paid for the holiday. If an employee takes an unexcused absence the day prior to or following the scheduled holiday, the employee will not be paid for the holiday. An employee on Unpaid Administrative (non-required), Discretionary Leave, Short Term Disability or Workers' Compensation Leave will not be paid for scheduled holidays while on leave.

## Personnel Policy

### 4. Floating Holidays

On January 1 of each year, employees who have completed six (6) months of continuous employment will be credited with the equivalent of two (2) floating holidays according to the following table:

<u>Work Schedule</u>	<u>Floating Holiday Hours</u>
Full-time	16
Part-time	12

New employees whose six (6) month anniversary occurs on or before June 30 will be credited with floating holiday hours as above. New employees whose six (6) month anniversary occurs after June 30 will be credited with one-half (1/2) of the hours indicated above.

Floating holidays will not exceed sixteen (16) hours in a calendar year and for non-shift workers must be taken in whole day increments of eight (8) hours. Shift workers may take ten (10) hours as the first floating holiday and take the remaining six (6) hours as a second partial floating holiday. Floating holidays cannot be carried over from one calendar year to the next. Employees must exhaust all available floating holidays, personal time and vacation time prior to taking leave without pay.

Employees who separate for any reason will not be paid for unused floating holidays. A supervisor may not approve floating holiday time once an employee has submitted their notice of resignation.

## **B. VACATIONS**

The Authority provides vacation leave so that employees may take restful paid time away from the regular routine of the workplace. Full-time and part-time employees are eligible for vacation leave accrual, and it may be used for any purpose. The vacation year is January 1 through December 31.

### 1. Accrual Policy and Eligibility

Upon completion of six (6) months of continuous employment, full-time and part-time employees averaging 20 or more hours a week will receive vacation hours according to the following table:

<u>Work Schedule</u>	<u>Vacation Hours</u>
Full-time	40
Part-time	30

Thereafter, vacation will accrue in accordance with the accrual schedule included in this section of the handbook. Employees on Unpaid, Administrative, Discretionary Leaves, and

## Personnel Policy

Short Term Disability or out on Worker's Compensation leave in excess of fourteen (14) calendar days will not accrue vacation during the leave period.

Employees who terminate prior to twelve (12) months of continuous employment will not receive vacation leave pay. A supervisor may not approve vacation time for an employee with less than twelve (12) months of continuous employment once an employee has submitted their notice of resignation. Employees who terminate for any reason after twelve (12) months of continuous employment will receive payment for all accrued unused vacation hours at their present rate of pay. All vacation pay due will be included in the employee's final check. However, any employee terminated for cause shall not be eligible to receive payment for accrued vacation time. For Authority employees who are employed at will, no accrued vacation will be paid if the employee is terminated for any violation of the personnel policy.

In the event of the death of an employee, payment for all accrued unused vacation shall be made to the employee's beneficiary, estate, or as provided by law.

Employees may carry over a maximum of one hundred-twenty (120) vacation hours and any firefighter working 24 hour shifts may carry over a maximum of one hundred sixty-eight (168) vacation hours from one calendar year to the next; all hours over one hundred twenty (120) will be forfeited. Employees are encouraged to take accrued vacation leave prior to the end of the calendar year. The vacation accrual is outlined below:

### Full-time Employee Accrual Schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>	<u>Biweekly Yearly Equivalent</u>
1-5 yrs.	3.08 hrs.	2 weeks
6-10 yrs.	4.62 hrs.	3 weeks
11+ yrs.	6.15 hrs.	4 weeks

### Firefighter Employee Accrual Schedule:

<u>Length Of Service</u>	<u>Accrual Rate</u>	<u>Biweekly Yearly Equivalent</u>
1-5 yrs.	7.38 hrs.	8 Shifts
6-10 yrs.	9.23 hrs.	10 Shifts
11 + yrs.	11.00 hrs.	11.91 Shifts

Part-time employees will accrue at seventy-five percent (75%) of the full time employee accrual schedule.

## Personnel Policy

### 2. Request for Vacation Leave

Every effort will be made to allow employees' vacation time in accordance with their requests. Employees shall request vacation leave in advance with as much notice as possible. The further in advance the request is received the greater the likelihood that the request will be honored. In instances when more than one employee requests the same vacation schedule, or the department or Airport operations cannot accommodate the employee, management retains discretion to deny any request for vacation leave. A request for vacation leave shall be made in advance, completing the request online. In the event the request cannot be completed prior to taking vacation leave, the employee shall complete the request immediately upon return to work.

Vacation leave shall not be used in less than one half (1/2) hour increments. Vacation leave accrual must be accrued before it can be taken, and employees will not be paid in lieu of taking vacation, except as defined under the Vacation Buy Back policy.

Any extension of a scheduled vacation must be authorized. If not authorized, the employee will not receive payment for additional time taken, and the extension will be considered an unauthorized absence.

Employees must exhaust all available floating holiday, personal time and vacation time prior to taking leave without pay.

### 3. Vacation Buy Back

Full-time employees accruing a minimum of 80 vacation hours or Full-time firefighter employees accruing a minimum of 143 vacation hours at the beginning of the calendar year, who have taken at least 40 hours (71 for firefighters) of vacation in the calendar year, may request to receive up to 40 hours (71 for firefighters) vacation in the first pay in January. Request must be a minimum of 10 hours (18 for firefighters). The Authority will pay Vacation hours at the employee's base rate at the time of the buyback.

## C. SICK LEAVE

The Airport Authority grants full-time and part-time employees sick leave benefits as insurance to provide for continued income during a sickness or injury, family illness, or recognized practitioner appointment(s).

### 1. Sick Leave Accrual

Sick leave accrues for full-time, firefighters and part-time employees working an average of 20 or more hours a week on a biweekly basis according to the following table:

5.1



## Personnel Policy

<u>Work Schedule</u>	<u>Biweekly Accrual Rate</u>
Firefighters	4.89
Full-time	3.69
Part-time	2.77

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Upon hire, sick leave benefits begin to accrue, but are not available for use until the completion of three (3) months of continuous employment. Employees on Unpaid, Administrative, Discretionary Leaves, and Short Term Disability or on worker's compensation leave in excess of fourteen (14) calendar days will not accrue sick leave during that time.

### 2. Use of Sick Leave

Sick leave may be used for an employee's personal illness or injury, and to care for an immediate family member during an illness or injury. For this policy, immediate family is defined as spouse, child, parent, step-parent or other financially dependent relative living in the employee's household, or any person for whom the employee is the legal guardian. Additionally, an employee may use consecutively up to four (4) weeks sick leave to care for a wife and/or child after the birth of a child. Sick leave shall be utilized in no less than one-half (1/2) hour increments. When it is not possible to arrange doctor, dentist, or other recognized practitioner appointments during off-duty hours, the employee may use sick leave not to exceed the time required to complete the appointment. Sick leave shall not be used in place of or in addition to vacation time.

A supervisor may not approve sick time without a doctor's note once an employee has submitted their notice of resignation.

### 3. Request for Sick Leave

Paid sick leave may not be taken prior to the posting of accruals. Employees shall provide as much advance notice of any anticipated absence as possible, especially in cases of scheduled hospital stays or doctor appointments. Employees shall complete a Leave Request documenting expected length of absence. If advance notice cannot be provided, the Leave Request shall be completed immediately upon the employee's return to work.

The department manager may request that the employee provide a doctor's certificate to substantiate the use of sick leave. Excessive absenteeism or a pattern of absenteeism, even if for valid reasons, shall be cause for disciplinary action.

### 4. Personal Time

Upon providing advance notice and receiving approval from their supervisors, full-time and part-time employees may use a portion of their sick leave in a calendar year as personal time according to the following table:

## Personnel Policy

	Calendar Year
<u>Work Schedule</u>	<u>Personal</u>
Full time	Hours 16
Part time	12

5.1

Personal time must be taken in one (1) hour increments and may not be used prior to the actual accrual posting, and may be used to augment vacation. Any remaining personal hours not used in a calendar year are carried over to the next year as regular sick leave. Other sick leave hours cannot be applied to vacation leave or used for any other personal reason.

Under no circumstances can any sick leave, including personal time, be applied to prearranged overtime, lateness, or on-call absence.

A supervisor may not approve personal time once an employee has submitted their notice of resignation.

### 5. Exhaustion of Accumulated Sick Leave

Employees who have used all their accrued sick leave will be required to use any other available accrued leave prior to taking time off without pay. When nonexempt employees exhaust all available leave, they will not be paid for absences; exempt employees will not be paid for absences of a whole day or more in accordance with Fair Labor Standards Act (FLSA).

### 6. Payment In Lieu of Sick Leave

Sick leave continues to accrue each year with no maximum limit. Upon termination, employees shall be paid a percentage of their accumulated sick leave at their rate of pay at termination in accordance with the following schedule. However, any employee terminated for cause shall not be eligible to receive payment for accrued sick leave. For Authority employees who are employees at will, no accrued sick leave will be paid if the employee is terminated for any violation of the personnel policy.

<u>Continuous Years of Employment</u>	<u>Payment</u>
Less than 5 years	0.00%
5-9 years	20.00%
10+ years	40%

In the event of the death of an employee, payment for accrued sick leave shall be made to the employee's beneficiary, estate, or as provided by law according to the sick leave payment schedule above.

## Personnel Policy

### D. LEAVES OF ABSENCE

The Airport Authority may grant leaves of absence for varying duration depending on the circumstances and reason for the request. In all cases, leaves must be authorized and a Leave Request must be completed and forwarded to the Finance and Human Resources Department.

Employees should give as much advance notice to their supervisors as possible. The reason for the leave will determine if it is a paid or unpaid leave.

### E. DISASTER RELATED ADMINISTRATIVE LEAVE

The President, CEO may make a disaster determination in anticipation of or after the occurrence of a disaster and may grant administrative leave to personnel. Department Vice-Presidents, Directors, Managers, and Supervisors shall disseminate the disaster determination to all departments to ensure receipt by all employees.

The President, CEO may grant administrative leave to employees in anticipation of or after the occurrence of a disaster, whether natural or man-made. The President, CEO may also authorize the use of sick leave time to any employee who is a victim of a disaster. Any disaster declaration shall expire at 11:59 p.m. that day unless re-issued for the following day. This policy shall apply for each additional day so designated by the President, CEO.

In the event of a disaster declaration, designated essential personnel determined by the President, CEO or his/her designee, shall be required to remain at or report to work for normal shifts. During the declared disaster, work shifts may be extended at the discretion of the President, CEO or his/her designee.

A disaster determination means that all personnel will receive Administrative Paid Leave for the balance of his/her normal work day. Any non-exempt, essential personnel assigned to work during a disaster will be compensated in accordance with procedures established for regular and overtime pay. In addition, they may receive up to eight (8) hours of administrative disaster leave for each day declared a disaster. Administrative disaster leave will not be counted towards hours worked for the purpose of calculating overtime. Any employee called in to work outside of his/her normal work hours shall be paid according to Section II.C., "Callback Pay," of the SMAA Personnel Policy.

Additionally, any non-essential personnel who have previously scheduled any paid leave during the disaster period will not receive Administrative Paid Leave for the designated disaster period unless called in to work.

Any essential-personnel or employee required to report to work during the disaster who fails or refuses to report and/or to perform duties as directed will be subject to disciplinary action up to and including termination. The only exception will be for employees physical or medically unable to report or perform as directed. Employees claiming a physical inability to report when required are not permitted to cite fear of travel during the disaster, or a general concern for not staying with family. Designated essential personnel have a responsibility to plan ahead for the safety and



## Personnel Policy

welfare of their families and the securing of their property so that they will have the ability to report to work. Only extraordinary incidents of inability to report beyond the employee's ability to control will be excused. The employee must immediately contact his/her supervisor and must use vacation time or personal time, if available, in these instances.

The President, CEO may allow sick leave hours to be utilized under this policy by any employee who has sustained severe damage to or complete loss of his/her primary personal residence or has been ordered to evacuate that residence as a result of a natural disaster.

The President, CEO has sole discretion to authorize the use of sick hours for any employee who meets all the following criteria:

- The event resulted in a formal declaration of a State of Emergency by the Governor of Florida or received federal disaster status.
- The employee's home was located in the officially declared disaster area.

Formal documentation from a recognized disaster relief organization or property insurance company that verifies the employee's home is temporarily or permanently uninhabitable as a result of the declared disaster event shall be required. A copy of this formal documentation must be forwarded to the Finance and Human Resources department. The SMAA will NOT pay for expenses incurred by the employee in recovering from the personal effects of a disaster.

### F. PAID LEAVES

Full-time and part-time employees are eligible for designated paid leaves. Paid leaves generally are for short durations and specific circumstances to include court appearances, jury duty, military duty, bereavement administrative, and discretionary. Short Term Disability and Workers' Compensation are not considered a paid leave. All employee benefits already provided to an employee prior to taking a paid leave shall continue during the paid leave.

#### 1. Court Appearances

An employee, who is required or subpoenaed to appear in court on behalf of the Authority, will be permitted to serve the court for the period of time required with full pay. Travel, parking fees, and other reasonable associated costs incurred shall be paid by the Authority. All witness fees shall be given to the Finance and Human Resources Department. All fees received by the employee from the court for those days the employee is compensated by the Authority, excluding mileage and parking, shall be given to the Finance and Human Resources Department.

Employees who appear in court unrelated to Authority business, for personal litigation, criminal charges, or on a voluntary basis must use accrued leave.

## Personnel Policy

In all cases, employees must present documentation indicating that court attendance is required. Employees will be required to report to work for any part of their regular workday for which they are not required to be in court.

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### 2. Jury Duty

Whenever an employee is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from work and paid for each day served at his/her regular daily rate of pay based on their usual hours scheduled per day. Employees will not be paid for days they would not have normally been scheduled to work. Employees are required to report to work if excused from jury duty during their regular working hours. A Leave Request must be completed and submitted with a copy of the court provided letter stating the employee reported for jury duty forwarded to the Finance and Human Resources department.

### 3. Military Duty Leave (Reserves and National Guard)

Full-time and part-time employees who are members of any of the United States Armed Forces Reserves or the National Guard shall, upon request, be granted paid leaves of absence for military service, training, or other obligations in compliance with state and federal law. Employees are asked to give their immediate supervisors as much advance notice about the need for such leave as possible. Available documentation from the appropriate military authorities, such as military orders, should accompany this notice.

Employees on Military Duty leave shall receive up to a maximum of 240 hours of paid leave in a "rolling" twelve (12) month period, which is measured backwards from the date any employee's Military Duty leave would begin. Employees will be paid at their regular rate of pay based on their usual hours scheduled per week. If an employee requires a leave of absence that would exceed the maximum 240 working hours, the employee shall be placed on unpaid Military Leave in accordance with Section IV G.2, Unpaid Active Military Leave.

### 4. Bereavement

If a death occurs in the immediate family, full-time employees will receive pay for up to three (3) consecutive scheduled working days with the exception of firefighters. Full-time Firefighters will receive paid bereavement leave up to twenty-four (24) hours. Part-time employees will receive up to sixteen (16) hours.

Immediate family, for the purpose of this policy, is defined as spouse and any of the following of the employee or the employee's spouse: parent, step-parent, grandparent, step-grandparent, brother, step-brother, sister, step-sister, child, step-child, grandchild, step-grandchild, son-in-law, daughter-in-law, foster parent, and foster child.

A maximum of one (1) scheduled working day may be granted to attend the funeral of an aunt, uncle, niece, nephew or cousin.

## Personnel Policy

Should additional time be required by the employee, vacation leave, personal time, floating holiday or up to sixteen (16) hours of sick time may be used.

Except in emergency situations, employees must receive approval from their supervisors prior to taking time off for bereavement. Upon return from bereavement leave, employees must submit a Leave Request and forward the documentation of the death and the relationship to the employee, such as an obituary to the Finance and Human Resources department.

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### 5. Required Administrative Paid Leave

The President, CEO and the Executive Vice President, CFO will have sole discretion to require an employee to take a Required Administrative Paid Leave. Employees will be paid at their regular rate of pay based on their usual hours scheduled per day. Supervisors may place an employee on Required Administrative Paid Leave in instances where safety or the severity of an infraction or other extenuating circumstances warrants such action. In those cases, the Executive Vice President, CFO must be notified at once.

While not all inclusive, some situations that may be cause for a Required Administrative Paid Leave include the necessity for an audit, investigation of a reported incident, or awaiting receipt of drug test results. Required Administrative Paid Leaves shall not exceed thirty (30) calendar days. Employees on Required Administrative Paid Leave will not accrue vacation and sick time while on leave.

### 6. Discretionary Paid Leave

In appropriate circumstances, the President, CEO may authorize up to one hundred and sixty (160) hours of Discretionary Paid Leave. Discretionary Paid Leave shall not be permitted more than once during an employee's tenure with the Authority. Employees on Discretionary Paid Leave will not accrue vacation and sick time while on leave.

### 7. Hospice Leave

The Authority will provide paid leave for terminally ill employees for a period not to exceed six (6) months. At the end of a six (6) month Hospice Leave, the employee shall be terminated. This leave is limited to current full-time and part-time employees who have been continuously employed by the Authority for more than two (2) years. The terminal illness must be certified by a physician, accepted by the Authority, and the employee must be disabled and unable to work due to the terminal illness.

Before the employee is eligible to receive Hospice Leave, he/she must exhaust all available time to include vacation leave, sick leave, and floating holidays. The amount of payment provided shall be equal to the employee's current gross salary less any disability payments.

Employees, while on Hospice Leave, will not accrue sick leave or vacation leave and are not entitled to holiday pay. All other benefits will continue during this six (6) month period.



## Personnel Policy

### G. UNPAID LEAVES

The Authority may grant an unpaid leave of absence to help address personal situations which may arise during an employee's career with the Authority. Such absences may be allowed for reasons that include but are not limited to personal and medical.

Management has sole discretion whether to grant unpaid leave. Any such request must be initiated by submitting a request to his/her immediate supervisor. The employee must provide thirty (30) days advance notice when the leave is foreseeable. If thirty (30) days' notice is not possible, notice must be given as soon as practicable.

The decision to grant a leave shall depend on the merits of each individual case. In making this decision, such factors as the reason for and length of the leave shall be considered. A leave of absence shall only be granted with prior approval from the department director, the Executive Vice President, CFO and the President, CEO.

Unpaid leave may be granted for a maximum of six (6) weeks unless approval for an extension is obtained from the Executive Vice President, CFO. Unpaid leaves in excess of thirty (30) calendar days do not count as active employment for determining length of service. If an employee is on an unpaid leave in excess of thirty (30) calendar days, the employee's scheduled performance appraisal and eligibility date for a merit increase shall be extended for the period equal to the employee's leave. The employee on leave is entitled to any across the board pay increases provided to other employees during the leave period. Employees on unpaid leaves shall not accrue vacation leave or sick leave and shall not be entitled to holiday pay.

Employees shall use all available accrued paid leave, prior to taking time off without pay. Sick leave usage shall comply with Section IV (C) (2).

When an unpaid leave is taken, the employee may be required, at the discretion of management, to provide periodic updates including the expected return date.

If the employee is or becomes enrolled in the Authority group insurance plan during the unpaid leave, the employee shall be responsible for paying his/her contribution, including the dependent coverage contribution for the remaining time of unpaid leave. Payments must be received by the Finance and Human Resources Department as specified by management. If payment is more than thirty (30) days late, the insurance may be terminated. Should the employee not return to work on his/her leave return date, he/she shall be required to repay payments made by the Authority during the leave period.

When an employee returns to work after an unpaid leave, the Authority shall make every effort to reinstate the employee to his/her position or a comparable position. If during any unpaid leave, the Authority's circumstances change to the extent that it would be impossible or unreasonable to provide reinstatement, the employee shall be terminated unless prohibited by applicable law.

If an employee takes outside employment, or applies for unemployment insurance while on an unpaid leave, such action shall be grounds for termination. An employee who fails to return to

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work from an authorized leave on his/her leave return date shall be considered to have voluntarily resigned.

### 1. Family Medical Leave (FMLA)

**Background:** The Family and Medical Leave Act (FMLA) of 1993 was enacted to allow employees to balance their work and family life by making available reasonable unpaid leave under certain specified circumstances.

**Eligibility:** If you have worked for the Authority a minimum of twelve (12) months (which need not be consecutive), and have provided the Authority with at least 1,250 hours of service during the twelve (12) month period preceding the commencement of your FMLA leave, then you are eligible for leave under the FMLA. SMAA employees who are not eligible for FMLA may be entitled to and granted leave pursuant to other policies. In such cases employees should contact the Human Resources department.

If you are a FMLA-eligible employee, you are normally entitled to twelve (12) weeks of FMLA unpaid leave during each applicable twelve (12) month period.

However, one exception to this twelve (12) week entitlement is if you are taking leave pursuant to the Military Caregiver Leave provisions of the FMLA. In that case, an eligible employee is entitled to take a total of twenty-six (26) weeks of FMLA unpaid leave during a single 12-month period. No more than twelve (12) weeks of this combined total of twenty-six (26) weeks can be for non-Military Caregiver Leave.

A second exception is when a married couple who are both employed by the Authority are entitled to a combined total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth of a child, the placement of a child with the employees for adoption or foster care, or the care of a parent with a "serious health condition." This duplicate exception does not apply to leave for the employee's own "serious health condition" or the "serious health condition" of a spouse or child. In such cases, the wife is entitled to twelve (12) weeks and the husband is entitled to twelve (12) weeks. Likewise, if spouses, who are both employed by the Authority and are both eligible for FMLA leave, require Military Caregiver Leave, they are entitled to a combined total of twenty-six (26) weeks of leave (rather than twenty-six (26) weeks each) for the birth of a child, the placement of a child with the employees for adoption or foster care, the care of a parent with a "serious health condition", or to care for a covered service member with a serious injury or illness.

**Measure:** In determining the leave available to a FMLA eligible employee, a "rolling" twelve (12) month period measured backwards from the date an employee's FMLA leave would begin, will generally be utilized. However, there is an exception to this method of measuring the amount of leave available to an eligible employee when FMLA leave is taken to care for a covered service member (Military Caregiver Leave). For this type of leave, the applicable period is a single 12-month period, which begins on the first day the eligible employee takes Military Caregiver Leave and ends 12 months after that date.

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**Reason for Leave:** Eligible employees may take FMLA leave for the following reasons:

- the birth of a child, and to care for the newborn;
- the placement of a child with you for adoption or foster care;
- to provide care for your child, spouse, or parent who has a "serious health condition;"
- your own "serious health condition" which renders you unable to perform any one of the essential functions of your job. (Job-related (workers' comp) injuries and illnesses, and pregnancy-related conditions, that render you unable to perform an essential function of your job will normally constitute a "serious health condition");
- to care for your child, spouse, parent or next of kin who is a covered service member. (This type of leave is known as Military Caregiver Leave.); or
- for a "qualifying exigency" arising out of the fact that your child, spouse or parent who is a member of National Guard or Reserves, or Regular Armed Forces, is on covered active duty or called to covered active duty status. Examples of a "qualifying exigency" include: short term deployment, military events, childcare-school related activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, to care for a military member's parent who is incapable of self-care when the care is necessitated by a military member's covered active duty, and other activities as are agreed upon by the Authority and employee.

**Notice Requirement:** Notice of the need for leave should be made to the Authority through FMLA forms which are available from Human Resources. The relevant forms should be completed in detail, signed by you, and then submitted to Human Resources. The employee must provide thirty (30) days advance notice when the leave is foreseeable. If the leave is foreseeable and the notice is not given, the employee's leave may be postponed for thirty (30) days. If thirty (30) days' notice is not possible, notice must be given as soon as practicable. If emergency conditions prevent such notice, you must notify the Authority as soon as is practicable (i.e., within one (1) or two (2) business days of learning of your need for leave, if feasible). For leave taken on the basis of planned medical treatment, the employee should seek to schedule the treatment so as to avoid unduly disrupting the operations of the Authority.

**Certification:** Health care provider certification of your serious health condition or that you are needed to care for a covered family member with a serious health condition is required. You must obtain the certification from a responsible health care provider and make it available to the Authority within fifteen (15) days after being advised by the Authority in writing. Only a practitioner who practices in the field of the specific injury or illness may be used (i.e., heart problems must be certified by a cardiologist). Health care provider certification forms are available from the Authority for your use. In addition, you must give notice as soon as practicable (within two (2) business days, if feasible) if the dates of your leave change, are extended, or initially are unknown. Additionally, if you are taking leave because of a qualifying exigency or to care for a covered service member, you may also be required to submit certification.



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If there is a dispute about the medical opinion provided by your health care provider, the Authority may require a second opinion by a health care provider of its choice, at its expense. If a third opinion is necessary, a third health care provider may be selected, also at the Authority's expense. This third health care provider must be agreed upon by both you and the Authority and may not be employed on a regular basis by the Authority.

**Intermittent Leave:** If medically necessary, in the case of your own "serious health condition" or that of your spouse, child, or parent; or to care for a covered service member with a serious illness or injury, you may take FMLA leave intermittently (e.g., one (1) week per month) or on a reduced hour schedule (e.g., four (4) hours per day) or as needed, except you are only required to take the amount of leave needed for the covered activity. Additionally, if necessary, leave taken due to a qualifying exigency may be taken on an intermittent or reduced hourly schedule.

When you wish to take intermittent leave for non-medical reasons (e.g., placement of a child with you for adoption or for foster care), you may take leave intermittently or on a reduced hours schedule only if the Authority agrees to such arrangement.

If your FMLA leave is unpaid, the Authority will adjust your compensation based on the hours you take as intermittent or reduced hours leave within a workweek.

If you request intermittent leave or reduced hours' status, the Authority may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your recurring periods of absence.

**Use of Paid Leave:** If you are entitled to any paid time off, such as vacation, personal time, floating holiday or sick leave, then you must use your accrued time off benefit as part of your FMLA leave, except if you are on workers' compensation leave or on short term disability. However, during workers' compensation leave or on short term disability, you may at your discretion, utilize paid leave to supplement workers' compensation or short term disability loss benefits. Using your paid leave benefits does not add to the total length of your FMLA leave entitlement. Upon exhausting all available and applicable paid leave, in accordance with Authority policies, the remainder of an employee's FMLA leave time will be unpaid. However, in the case of workers' compensation leave you may still be eligible for workers' compensation benefits and in the case of short term disability leave you may still be eligible for short term disability benefits.

**Recertification:** The Authority may also require you to provide subsequent medical recertification during your leave. Failure to provide requested certification within fifteen (15) days, if practicable, may result in delay of further approved leave until it is provided.

**Benefits During Leave:** During approved FMLA leave your group health insurance benefits paid for by the Authority will continue to the same extent they existed prior to the leave, if you continue to pay your customary portions of the monthly premiums for your coverage and for any coverage of your dependents. If the leave is unpaid, you must pay your portion of the premiums by making arrangements with Human Resources, which will advise you of the payment due dates. Your failure to timely pay your portion of the insurance premiums or to

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timely pay for dependent coverage may result in the termination of coverage. If the Authority decides to pay your portion of the insurance premium for the duration of your leave, such payments may be recovered from you through payroll deductions when you return to work.

If you elect not to return to work upon completion of approved leave, under most circumstances, the Authority may recover from you the cost of any payments made to maintain your benefit coverage, unless your failure to return to work is due to the continuation of a "serious health condition" or a "serious illness or injury" of a covered service member which would otherwise entitle you to leave or is for reasons beyond your control.

Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

If any insurance coverage lapses due to your nonpayment during a FMLA leave, coverage will be fully and completely reinstated when you return to work, provided you resume paying the required premiums (and you return on or before the end of the time permitted under this policy). If your payment is more than thirty (30) days late, you will be sent a letter notifying you of such fact. If your payment is not received within fifteen (15) days thereafter, your coverage may cease.

**Fitness for Duty:** If you take leave because of your own "serious health condition", you must provide medical certification that you are able to resume work before you return. Obtain return to work medical certification forms from Human Resources. Employees failing to complete the return to work medical certification form will not be permitted to resume work until it is provided.

**Exhaustion of Leave:** Employees granted FMLA leave will normally be returned to the same job position they held prior to the leave or to one which is equivalent in pay, benefits, and other terms and conditions of employment, except in the case where the employee has exhausted his or her FMLA leave entitlement and is still unable to return to work. In that event, the employee will normally be separated from employment and provided a COBRA notice (if applicable) to afford the employee the opportunity to elect continuation of health insurance coverage. The Authority's policy on separation upon exhaustion of FMLA leave (including any paid time off entitlement, if applicable) applies to all types of FMLA leaves, including but not limited to an employee's own medical leave, whether or not it is a workers' compensation qualifying leave.

If an employee has any accrued, but unused paid leave time upon expiration of the right of reinstatement (after 12 weeks), benefits shall be paid in accordance with current policy, but shall not extend the right of reinstatement timeframe.

**Transitional Duty ("Light Duty") Assignments:** At the Authority's discretion, an employee who has been restricted by their health care provider due to on-the-job injuries or illness may be offered temporary transitional duty assignments (TDA) or "light duty." Each TDA will last not more than three (3) months. If the employee is still unable to perform all the duties of his/her regular position at the end of the TDA, he/she may be placed on workers' compensation

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leave, if applicable, or other applicable FMLA leave, depending on the circumstances at the time. A physician may be asked to reevaluate the status of an employee on workers' compensation leave, or in a TDA every 30 days. Employees in a TDA may be assigned to any shift in accordance with any applicable Authority policy. Employees in a TDA are bound by the same work conditions and requirements as any other employee. Only employees capable of performing all of the essential job functions of the TDA will be considered for that position. Employees in a TDA will be paid for the assigned hours actually worked.

If the employee is eligible for FMLA leave and is offered a TDA with duties he/she is able to perform, he/she may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, in workers' comp covered cases, such employees may lose their temporary (wage loss) workers' compensation benefits because they declined available work. An employee with a workers' compensation injury who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

The period of time employed in a TDA will not count against the employee's FMLA leave entitlement or an employee's right to job restoration. However, the right of a FMLA eligible employee, who is performing TDA, to restoration to the same or an equivalent position to the position previously held terminates upon the expiration of the 12-month period used to determine the amount of available FMLA leave.

Employees who are not eligible under the FMLA may be offered a TDA at the sole discretion of the Authority. In such a case, if a TDA is offered, an employee's failure or refusal to accept the position will be deemed to be a voluntary resignation. However, an employee may use any accrued leave if a TDA ends or if no TDA has been offered, or in lieu of taking a TDA.

### 2. Active Military

An unpaid Active Military leave of absence shall be granted to the following:

- Full-time and part-time employees who enlist or who, either voluntarily or involuntarily, go on active duty in the armed forces in response to an order or call to active service.
- Full-time and part-time employees whose paid leave, pursuant to Section IV F.3, above has expired.

Employees may, at their request, utilize any vacation, floating holiday or personal time leave that accrued before the beginning of their military service in lieu of any unpaid Active Military leave.

Employees are requested to provide their immediate supervisors with as much advance notice as possible of the need for Active Military leave. Available documentation, including military orders from the appropriate military authorities should accompany this notice.

An employee on Active Military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence

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begins. The employee must pay, per pay period, the co-pay normally paid by the employee. After the initial 31day period, the employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) co-pay rate. If continuing group health insurance, the employee should make sure to elect coverage and make the required payments in a timely manner.

Qualified returning employees who are reinstated shall be entitled to the same seniority, status, and pay they would have attained had they not been absent due to military service. In addition, they shall be entitled to fringe benefits equivalent to those granted employees returning from nonmilitary leaves of absence consistent with policies or practices in effect at the time the employee began the employee's Active Military leave of absence. However, while on Active Military Leave, employees will not accrue vacation, personal leave, sick leave or any other leave.

### 3. Compulsory Leave

Any employee who is performing poorly or is perceived as posing a threat to himself or others because of an injury or illness may be required to take a compulsory leave. In cases of illness or injury, the employee, at the Authority's expense, may be required to take a physical or psychological exam by a physician of the Authority's choice. If the physician confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee shall be required to take a compulsory unpaid leave until the employee is medically released to return to work.

### 4. Return to Alternate or Light Duty

When an employee's illness or injury prevents the employee from performing the duties of his/her regular position, but the employee is able to perform certain duties that would be beneficial to the Authority, at the Authority's sole discretion, the employee may be placed in an alternate position and/or on a limited schedule. A physician's note indicating limitations must be presented to the employee's department manager or director and the Human Resources Department. If a light duty/restricted duty assignment is refused, the employee may be subject to disciplinary action. The Authority retains the right to request that the employee, at the Authority's expense, visit a physician of the Authority's choice to obtain corroboration. Should the two physicians' reports not be consistent, the employee will be requested to see a third physician, paid for by the Authority and mutually agreed upon by the Authority and the employee. The third physician's opinion will be binding.

After review of limitations, with prior approval from the department manager, Director, Human Resources, and the Executive Vice President, CFO or the President, CEO, the employee may be assigned to alternate duties or a limited schedule at his/her regular rate of pay until maximum recovery is reached, but for a period not to exceed three (3) months. If after three (3) months the employee is still unable to assume the duties of his/her regular position, as documented by a physician chosen and paid for by the Authority, the employee shall be transferred to a new position if one is available for which he/she is qualified. Should a position not be available, the employee will be terminated.

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### 5. Domestic Violence Leave

Employees, who have worked for the Authority for a least three (3) months, may take up to three (3) working days of Domestic Violence Leave in a twelve (12) month period when the employee, or family or household member (as defined by F.S. Section 741.313), has been subjected to domestic violence. The twelve (12) month period within which the three (3) days of leave may be taken is a "rolling" twelve (12) month period, measured backwards from the date an employee's Domestic Violence Leave would begin. Eligible employees may take Domestic Violence Leave for the following reasons:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
- Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence.
- Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

Unless there is imminent danger to the employee's health or safety, or the health or safety of an employee's family or household member, the employee must provide advance notice of his/her need for leave. Sufficient documentation must also be supplied regarding the fact that the employee or a member of the employee's family or household has been subject to domestic violence.

The Authority will keep all information pertaining to this leave confidential to the extent required by law.

### **H. HEALTH BENEFITS**

The Authority provides benefits for medical and dental care for full-time employees and their dependents after completion of an eligibility period. Part-time employees are not eligible for any group health benefits. The Authority, during the annual budgeting process, shall establish the level of employee contribution, if any, for health and dental benefits. Authority commissioners and their eligible dependents may participate in the same medical and dental care plans offered to, and with the same contribution requirements of all full-time employees, but with no eligibility period.

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Full-time employees and their dependents are eligible for medical, dental, and life insurance the first day of the month following thirty (30) days of continuous employment. At the same time, full-time employees are eligible for accidental death and dismemberment. Part-time employees promoted to full-time status must fulfill the waiting period prior to being eligible for benefits.

All group plans are evaluated and revised periodically and are subject to change at the discretion of the Authority. Benefit descriptions outlined in this Handbook are only summaries. Plan summaries describing the specifics of the health benefits will be available to every eligible employee. Details for each benefit plan are defined in contract documents on file in the Human Resources Department. In all cases, the Official Plan Documents are the standards by which the plans will be administered.

### 1. Group Health and Dental Insurance

Full-time employees and their dependents are eligible to participate in the Authority's Group Health, Dental and Vision Plans. As requested, Human Resources personnel will provide benefit and claim processing clarification.

### 2. Coordination of Benefits

The purpose of health care coverage is to assist employees with actual health-related expenses. The Authority's Plans will coordinate benefits with other plan coverage as long as the total benefits provided do not exceed one hundred percent (100%) of allowable expenses.

The Authority's Plans are always primary for employees. Employees and employees' spouses who are entitled to Medicare may reject coverage under the plan and choose Medicare as their primary payer.

If a spouse is covered under another plan with a coordinating provision, the other plan is primary with respect to the spouse. When a dependent child is covered under both parents' plans, benefit payments will be coordinated between the two plans.

#### Medical Insurance Opt- Out

Full-time employees may elect to opt out of the company-sponsored medical insurance plan. This option is available upon initial eligibility for medical benefits and during the annual open enrollment period. To participate, employees must submit a completed Health Insurance Waiver Form along with proof of current, qualifying medical coverage. Employees who opt out will receive a bi-weekly payroll payment. The Human Resources Department will provide information on the current bi-weekly amount. This opt-out payment is not considered part of the employee's base salary, is excluded from overtime pay calculations, and is not factored into retirement contribution calculations.

### 3. Group Life Insurance

Full-time employees and their dependents are eligible to participate in the Authority's Group Life Insurance Plan. Authority commissioners are eligible to participate in the same Life Insurance Plan. Employees may purchase additional voluntary life insurance through

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payroll deduction or change beneficiary(ies) at any time by completing appropriate forms available in the Human Resources Department.

### 4. Flexible Spending Accounts

Medical and Dependent Care flexible spending accounts are available to all full-time employees under our Cafeteria Plan. At the beginning of each plan year, participants may elect an annual amount of medical and/or dependent care dollars up to the currently approved level, which will be deducted on a pre-tax basis from each paycheck to pay for eligible health care and dependent care expenses. Eligible health care expenses may include medical or dental insurance deductibles, co-payments, and out-of-pocket costs for vision care, etc.

### 5. Accidental Death and Dismemberment Insurance

Full-time employees are eligible to participate in the Authority's Accidental Death and Dismemberment (AD&D) Insurance Plan.

### 6. Disability Insurance

Full-time employees are eligible to participate in the Authority's Short-term Disability Plan.

### 7. Voluntary Supplemental Insurance

A variety of additional insurances may be available to employees and dependents, such as life, and various accident policies. For detailed information, contact the Human Resources Department.

### 8. Continuation of Coverage

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Authority's Health and Dental Plans provide for continuation of coverage to qualified participants who lose coverage as a result of a qualifying event.

The allowable period of continuation varies, depending on federal regulatory factors, from eighteen (18) to thirty-six (36) months. Employees, spouses, and/or dependents who elect to continue coverage through COBRA are responsible for paying one hundred two percent (102%) of the group rate paid by the Authority. Payments are due at the beginning of each month. Upon reaching the end of COBRA coverage eligibility, an individual may convert to an individual policy subject to conversion guidelines.

The Authority's Health, Vision, Dental and Life Insurance Plans provide for continuation of coverage to retired employees as long as they elect at the time they retire and pay for their coverage at the same rate as charged to the Authority. Solely for the purpose of eligibility for such health, dental and life insurance coverage any former commissioner who served on or after May 18, 2005, shall be deemed a retired employee. The cost of continued

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participation in such health and/or dental and life insurance plan will be paid entirely by the retired employee.

Minor children of any employee who dies while employed at or retired from the Authority will be eligible for continuation of coverage by the Authority's Health and Dental Plan as long as they elect and pay for their coverage at the same rate as charged to the Authority. Such eligibility will expire upon the minor child's 18<sup>th</sup> birthday or age 24 if the minor is enrolled as a full-time college student.

Accidental Death and Dismemberment, and Short-term Disability Plans cannot be continued under COBRA. Coverage under these plans ends on the employee's day of termination. Upon termination, the Life Insurance Plan may be converted to an individual policy.

### I. RETIREMENT PLAN

The Authority provides a Retirement benefit at no cost to full-time eligible employees. Part-time employees may be eligible for retirement plan benefits depending on number of hours worked. After 1,000 hours worked, an employee eighteen (18) years or older may be eligible to be enrolled in the Defined Contribution Plan described below. Employees do not vest during the first five (5) years of employment. Upon completion of five (5) years of continuous employment, employees become one hundred percent (100%) vested.

**Defined Benefit Plan** - For employees hired before October 1, 2007, the Authority provides a Defined Benefit Plan. This retirement benefit is determined by multiplying a designated percentage, as stipulated in the Official Plan Document, of the employee's average monthly pay for the last five (5) years worked prior to retirement by the number of years of service, up to thirty (30) years. In the event of an employee's death, payment will be made to the employee's beneficiary(ies). A Plan Summary describing the specifics of the Plan is available to every eligible employee.

**Defined Contribution Plan** - For those employees hired on or after October 1, 2007, the Authority provides a Defined Contribution, or 401(a) plan. The Authority's annual contribution to each employee's account will be a percentage of annual salary as designated by the Board each fiscal year. If employees elect to participate in the Deferred Compensation Plan 457(b), the Authority will match the employee's annual contribution as designated by the Board each fiscal year. This Authority match is deposited into the 401(a) plan. In the event of an employee's death, payment will be made to the employee's beneficiary(ies). A Plan Summary describing the specifics of the Plan is available to every eligible employee.

### J. DEFERRED COMPENSATION

The Authority offers a voluntary Deferred Compensation Plan 457(b) for full-time, part-time, substitute and traffic control specialist employee to save for retirement, at their own risk. After

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ninety (90) days of employment, employees may authorize the Authority to deduct a specified amount from their payroll checks to be forwarded to the Deferred Compensation Plan Administrator. Investments are managed by the 457 Plan's trustee under one of several investment options, or a combination thereof. The choice of the investment option(s) is made by the employee.

Employees will be automatically enrolled in the Deferred Compensation Plan deferring 3% of their pay and automatically increasing their deferral by half a percent annually until they reach 5% unless they elect not to defer or to defer another percentage.

During employment, the only circumstances under which monies may be withdrawn prior to the Plan's termination without penalty is an approved financial hardship or death.

### **K. EDUCATIONAL REIMBURSEMENT**

Subject to budgetary constraints, the Authority shall reimburse full-time employees for taking pre-approved courses to enhance their job-related skills with a certificate or college degree program, obtain a Bachelor's or Master's degree in a field related to the employee's present position or as preparation for a position in another Authority department.

Full-time employees who have completed six (6) months of continuous employment are eligible for reimbursement for registration, tuition, and book costs for courses taken at a technical, vocational, college, or other accredited institution.

Reimbursement for courses will only be considered if budgeted. Reimbursement may not always be at one hundred percent (100%) and will never exceed the budgeted amount. The maximum reimbursement per credit hour will not exceed the current in-state tuition rate at University of South Florida at the time enrolled, regardless of the employee's election to attend a private university or college, up to a maximum of IRS Section 127, maximum tax-free employer-provided educational assistance per year. Individual courses which are not part of a degree program must be related to the employee's position. Individual courses and degree programs are subject to approval and budgetary constraints.

Training and/or study time will be undertaken during employee's off duty time.

An employee shall complete a Request for Educational Reimbursement form, obtain appropriate signatures, and forward to the Finance and Human Resources Department at least two (2) weeks prior to the start of the course.

Employees receiving Financial Aid, Grants, or other sources will only be eligible for expenses not covered by these sources.

To receive reimbursement, the employee must complete the course with a grade of "C" or better or in the case of pass/fail system, a "pass" grade. Within two (2) months of completing the course, the employee must submit documentation of successful completion and all receipts for tuition, registration, and required books. Transportation to and from class and parking fees are not

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reimbursable. Once the receipts are verified, the request will be submitted for reimbursement. Documentation of completion will be placed in the employee's personnel file. The Authority will not provide reimbursement for any course started prior to the date of approval or any course that is not successfully completed. The maximum is five (5) courses for any employee within any fiscal year unless special permission in writing is obtained from the Executive Vice President, CFO.

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for eligible expenses. If an employee resigns or is terminated within twelve (12) months after receiving reimbursement, the employee must repay the Authority in full in accordance with applicable law.

### Trades Training

To support employees seeking professional training in a skilled trade (e.g., electrical, HVAC, plumbing) through enrollment in accredited trade schools or certification programs. The goal is to upskill our workforce, support career development, and ensure that the authority maintains a highly qualified team. This policy applies to full-time employees of who have been employed for at least 6 months and are in good standing with the authority. To qualify for trade school consideration the employee must demonstrate consistent job performance and attendance. Training must be relevant to the employee's current or future role with the company. The program must be offered by a recognized/accredited trade school.

Subject to budgetary constraints, the authority may cover tuition and enrollment fees, required books and materials and certification exam fees.

Employees must remain employed with the authority for at least 1 year after training completion. If the employee leaves voluntarily or is terminated for cause, repayment of training expenses will be required.

A written request to your supervisor or HR must be submitted including: School/program details, estimated cost, training schedule, how the training benefits your role or department

Training and/or study time will be undertaken during employee's off duty time.

### **L. PAY FOR REQUIRED TRAINING**

The Authority may require an employee to attend additional training courses, such as recurrent certification training, new government mandated training, or additional training requirements deemed to be in the Authority's best interest. The Authority will pay required course related costs in accordance with Fair Labor Standards Act (FLSA) regulations. In the event that the training occurs on the employee's scheduled day off, training hours will be considered hours worked. Documentation of completion shall be sent to the Human Resources Department for placement in the employee's personnel file.

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### **M. EMPLOYEE ASSISTANCE PROGRAM**

The Authority recognizes that employees may need assistance with difficult personal problems. All full-time and part-time and substitute employees and their families, upon hire, may use the services provided by an employee assistance program (EAP) sponsored by the Authority.

It takes a great deal of courage to face problems and even more courage to seek help in coping with them. The EAP is designed to make it easier for employees to obtain needed help. The program is a voluntary, confidential service. Qualified individuals are available to help identify problems and make referrals.

Management is not qualified to diagnose or treat personal problems. At times, when a manager believes that a problem is affecting an employee's performance or that the EAP might be helpful, the manager may refer an employee to the EAP. An employee is not obligated, even if a referral is suggested, to contact the EAP. A referral will not influence any job-related decisions. All discussions with the qualified individual are strictly confidential. Information will not be shared with anyone without written permission from the individual seeking assistance.

### **N. PARKING PRIVILEGES**

The employee parking lot is for the exclusive use of Airport employees. Spaces are not assigned. Designated employees are provided with parking privileges in the short-term terminal parking lot depending on position, necessary accommodation, or a short-term disability. Prior approval from the Senior Director, Internal Audit is required before short-term terminal parking privileges are provided. The Authority is not responsible for loss or theft; therefore, vehicles parked in any airport parking lot should be locked at all times. While driving on Airport premises, employees must obey all traffic laws.

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### SECTION V – DISCIPLINARY PRACTICES AND PROCEDURES

#### A. PERSONAL CONDUCT AND CORRECTIVE ACTION

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The Authority expects employees to meet standards set for high quality work performance and conduct. From time to time, corrective action may be necessary for the efficient operation of the Authority. Forms of corrective action may include oral reprimands, written reprimands, disciplinary probation, suspension without pay, demotion, compensation decrease, and discharge.

Although internal consistency in administering corrective action is important, numerous factors shall be considered in determining the appropriate form and degree of corrective action to be applied. Some of the factors to be considered shall include, but not be limited to, the nature and severity of the offense, the employee's length of service, time intervals between prior offenses, disciplinary record, and the employee's demonstrated willingness to improve. Certain offenses may require immediate suspension or discharge without recourse to other forms of corrective action.

Each employee shall be held responsible for knowing and understanding the standards of conduct described in this Policy. Any questions should be referred to the immediate supervisor, the department manager, the department director, the department Vice President, or the Executive Vice President, CFO.

##### 1. Coverage

Rules and guidelines for personal conduct, including but not limited to the offenses listed as established by the Authority, shall apply to all Authority employees without exception.

##### 2. Standards for Personal Conduct

The lists of offenses outlined below are to serve as personal conduct guidelines for Authority employees to enhance an orderly, professional work environment. These lists do not encompass all possible violations, but represent examples only, and are not all inclusive. Other offenses may also be considered grounds for corrective action.

#### LIST A

The following offenses constitute grounds for immediate suspension without pay or termination:

- Theft including, but not limited to, the removal of Authority property or the property of another from Authority premises without prior authorization.
- Carrying concealed weapons, unless authorized on Authority property or while engaged in Authority work off Authority premises.
- Fighting or provoking a fight on Authority premises.
- Violating the Authority's Drug, Alcohol, and Tobacco Free Workplace Program policies.

## Personnel Policy

- Sabotaging or willfully damaging Authority equipment or property or the property of others.
- Unauthorized use of Authority purchasing cards.
- Failure to maintain minimum qualification eligibility.
- Knowingly falsifying or altering any record or document.
- Filling out a time record of another employee or soliciting such conduct from another employee.
- Walking off the job without prior supervisory permission.
- Insubordination involving, but not limited, to defaming, assaulting, or threatening to assault a supervisor and/or refusing to carry out the legitimate instruction or order of a supervisor.
- Refusing to accept a light duty assignment.
- Absence for two (2) consecutive working days without notice in which event the employee will be deemed to have voluntarily resigned.
- Unethical conduct as specified in Chapter 112, Florida Statutes, "Code of Ethics for Public Officers and Employees."
- An arrest and/or charge of any crime or a conviction of a crime that relates to the employee's employment.
- On or off the job conduct unbecoming a public employee.
- Misuse of position or abuse of authority for retaliation, harassment, intimidation, or personal gain or advantage.
- Participating in a strike or other prohibited activity.
- Fraudulently obtaining a leave or refusing to provide requested documentation to take a leave.
- Violating the Authority's harassment policy.
- Willfully violating Authority rules, regulations, or policies.
- Any conduct which in management's judgment is adverse or prejudicial to the best interests of the Authority.

### LIST B

The following offenses constitute grounds for discipline up to and including termination:

- Smoking in unauthorized areas or otherwise violating the Authority's smoking policy.
- Unexcused or excessive absenteeism or tardiness.
- Extending breaks beyond period allocated.
- Sleeping on the job, unless authorized.
- Failing to report an absence to the Authority within the specified time limits.
- Failing to promptly report damage to Authority property to the supervisor.
- Unauthorized operation of equipment or machinery.

## Personnel Policy

- Failing to satisfactorily perform the duties of one's job.
- Failing to promptly report work-related injuries to the supervisor.
- Gambling on Authority premises or while conducting Authority work off Authority premises.
- Failing to adhere to Authority safety rules and procedures including the wearing of required personal protective equipment.
- Failing to follow appropriate procedures when handling machinery or hazardous materials.
- Failing to obey traffic rules and regulations when driving an Authority vehicle or while on Airport premises.
- Failing to wear safety belts while driving an Authority vehicle or driving an Authority vehicle without an appropriate valid license.
- Unauthorized absence from one's work station.
- Removing or defacing any notice or printed matter posted on bulletin boards by the Authority, or posting any matter on bulletin boards without prior permission.
- Creating or contributing to unsanitary, hazardous, or poor working conditions.
- Disclosing privileged or confidential information to unauthorized persons.
- Engaging in activities that pose a conflict of interest.
- Losing or not returning Authority owned equipment or items.
- Dressing inappropriately to include wearing unbusinesslike attire or not wearing assigned uniform.
- Making phone calls, using fax machines, computers, or other Authority equipment or machinery for personal use unless approval has been obtained from the supervisor.
- Using the electronic mail system in an unprofessional or inappropriate manner.
- Making a shift exchange without prior approval from the supervisor.
- Working overtime without prior approval from the supervisor.
- Taking another employee's paycheck without written permission.
- Violating the Authority's solicitation/distribution policy.
- Making discourteous or rude remarks to another individual to include employees, board members, tenants, and the public.
- Behaving in a rude manner to another individual to include employees, board members, tenants, and the public.
- Violating the Authority's political activity policy.
- Violating any Authority rules, regulations, or policies.

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## Personnel Policy

### 3. Standards for Corrective Action

The Authority's standards for corrective action ensure reasonable consistency in the way employees are treated and inform employees of the ranges of corrective action that may be applied.

Corrective action will normally be progressive, whereby the employee is subjected to progressively more severe corrective action when the same offense is repeated. Cumulative discipline may also be imposed whereby prior offenses for which an employee received corrective action may be used in determining the severity of the action to be taken for the current offense, even though the prior offense(s) may not be similar to the current offense. Minor offenses will no longer be used for progressive disciplinary action purposes following the expiration of a five (5) year period from the date the offense was addressed by management.

### 4. Authority to Impose Corrective Action

An employee's immediate supervisor or other higher level supervisor shall have authority to issue an oral reprimand. In those instances when immediate removal of the employee is necessary to protect the employee or others or due to the severity of the infraction, the employee's supervisor or higher level supervisor may immediately place the employee on a Required Administrative Paid Leave. Whenever a supervisor places an employee on a Required Administrative Paid Leave, the Executive Vice President, CFO or his/her designee must be notified at once.

An employee's department manager or other higher level member of management has the authority to issue a written reprimand, but not before review and approval by the Executive Vice President, CFO or his/her designee.

The Executive Vice President, CFO and the President, CEO shall have the authority to suspend without pay, place an employee on Required Administrative Paid Leave, demote, or impose other disciplinary action.

Employees may not be terminated or suspended without pay by anyone but the President, CEO or his/her designee. Termination notifications shall be reviewed by the Executive Vice President, CFO.

The President, CEO and the Board shall concur in the imposition of any corrective action on the Executive Vice President, CFO.

## **B. EMPLOYEE GRIEVANCE PROCEDURE**

### 1. Policy

It is the intent of the Authority to provide employees a fair, prompt, and uniform procedure for the resolution of employee complaints or grievances.

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## Personnel Policy

### 2. Coverage

The following employees shall be exempt from the provisions of the Authority grievance procedure including the Informal Resolution Procedure, the Formal Grievance Procedure, the Predetermination Conference and the Evidentiary Hearing: employees covered by a collective bargaining agreement, probationary employees, temporary substitute employees, traffic control specialist employees, employees covered by an individual employment contract, Managers, Directors, Vice Presidents, Executive Vice President and the President, CEO.

The provisions of the Authority's grievance procedure shall apply to Airport security personnel to the extent they are not inconsistent with the Florida Law Enforcement Officers' Bill of Rights, Chapter 112.531 et seq., Florida Statutes.

### 3. Grievance Procedure Access

The right of employees to file grievances pursuant to the Informal Resolution Procedure and/or the Formal Grievance Procedure, shall be strictly limited to the following matters: written reprimands, disciplinary probation, disciplinary demotion (with no loss of pay), a substandard performance evaluation (where it is alleged that the evaluation is based on factors other than the employee's performance), and the application of a written personnel policy or practice that adversely affects an employee's pay or benefits. A "cause" standard does not apply to the above referenced matters.

Only in cases of disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotions with loss of pay, shall employees be afforded procedural due process and have recourse to a Predetermination Conference and an Evidentiary Hearing. A "cause" standard does apply to the above referenced matters.

The commencement of proceedings against the Authority in a court or before any administrative agency by an employee with respect to a grievance matter, shall be deemed a waiver by the employee of his/her right to resort to the grievance procedure for that matter.

### 4. Time Limits

Failure of an employee to process a grievance within the prescribed time limits shall bar the grievance. Any grievance not processed within the prescribed time limits shall be considered settled on the basis of the last disposition. In the event any grievance is not answered within the prescribed time limits, the grievant may process the grievance to the next step in accordance with the time limits specified.

The prescribed time limits may only be extended by written agreement between the grievant and the Executive Vice President, CFO. Whenever illness or any other incapacity prevents attendance at any grievance meeting or hearing, the meeting or hearing shall be postponed, for a reasonable period of time, until the grievant can be present.

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The disposition date of a grievance shall be the date on which the disposition is delivered or issued to the grievant, or the date of postmark in those instances where delivery is by mail.

### C. INFORMAL RESOLUTION PROCEDURE

When an employee believes that there is a basis for a grievance, the employee shall, within three (3) working days after the act or condition that is the basis of the grievance became known or should have been known to the employee, schedule a meeting with his/her immediate supervisor to informally discuss the grievance.

The meeting will take place within three (3) working days of the date the employee notifies the supervisor. If the grievance is not resolved to the employee's satisfaction as a result of the informal discussion, the employee may utilize the Formal Grievance Procedure.

### D. FORMAL GRIEVANCE PROCEDURE

Employees may avail themselves of the Formal Grievance Procedure only after completing the Informal Resolution Procedure. Any employee reporting directly to the President, CEO will bypass steps 1 and 2 of the formal grievance procedures.

#### Step 1

To initiate the Formal Grievance Procedure, the employee shall present the grievance in writing to his/her department manager or director (or department vice president, if no manager or director) within five (5) working days from the date of the initial informal discussion with the employee's supervisor.

The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, and the remedy requested. The grievance shall be signed and dated by the employee. The written grievance shall also state the disposition of the grievance at the informal resolution stage. The department manager/director/vice president shall, within five (5) working days of receipt of the written grievance, meet with the employee, the Executive Vice President, CFO, the department manager or director (if applicable) and, if necessary, the immediate supervisor to discuss the grievance.

The department manager/director/ vice president shall, after consulting with the Executive Vice President, CFO, answer the grievance, in writing, within five (5) working days of the meeting. If a grievance has not been resolved to the satisfaction of the employee, the employee may proceed to Step 2. In those cases where a department vice president provided the written response, the employee should disregard Step 2 and proceed directly to Step 3.

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## Personnel Policy

### Step 2

If a grievance has not been resolved to the satisfaction of the employee as a result of Step 1, or if no answer has been given within five (5) working days by the department manager or director, then the grievance shall be presented by the employee, in writing, to the department vice president within five (5) working days of the department manager's answer or failure to supply a timely answer.

The department vice president shall, within five (5) working days of receipt of the written grievance, meet with the employee, the Executive Vice President, CFO, the department manager or director (if applicable) and, if necessary, the immediate supervisor to discuss the grievance.

The department vice president shall, after consulting with the Executive Vice President, CFO, answer the grievance, in writing, within five (5) working days of the meeting.

### Step 3

In the event the employee is not satisfied with the disposition of the grievance by the department vice president or if no disposition has been made within the time limits specified, the employee may submit the same written grievance, in writing, to the President, CEO within five (5) working days of the date of disposition or the expiration of the time limits for a disposition.

Within five (5) working days of receipt of the written grievance, the President, CEO or his/her designee shall meet with the employee and, if requested, an employee representative, the Executive Vice President, CFO, and, if deemed necessary by the President, CEO or his/her designee, other appropriate management staff.

The President, CEO or his/her designee shall furnish a written disposition of the grievance to the employee, within five (5) working days of such meeting, and shall furnish a copy to the Executive Vice President, CFO, the department vice president and the department manager or director.

The decision of the President, CEO or his/her designee shall be final in all cases.

## **E. PREDETERMINATION CONFERENCE**

Employees shall be afforded the opportunity for a Predetermination Conference prior to any final determination on the employee's disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotion with loss of pay.

The Predetermination Conference shall be administered by the President, CEO or his/her designee, and normally shall be attended by the Executive Vice President, CFO, and, if deemed necessary other appropriate management staff and the Authority's labor counsel.

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At the Conference, the employee shall be informed of the nature of the allegations and the possible disciplinary actions should the allegations be substantiated. The employee shall be given the opportunity to address the allegations and provide any information or explanation pertinent to the allegations. The employee shall not be afforded the right to be represented by counsel or otherwise at a Predetermination Conference. A decision on the matter will be made as expeditiously as possible.

During the period between the Conference and the effective date of the final action, the employee may be placed on Required Administrative Paid Leave.

Should the President, CEO or his/her designee make the decision to suspend without pay, decrease compensation, impose a demotion with loss of pay, or terminate the employee, the employee shall be promptly notified in writing of the decision, the "cause" supporting the decision and of the employee's right to an Evidentiary Hearing. The notification shall be made by personal delivery or by Certified Mail, Return Receipt Requested.

The employee shall have the right to an Evidentiary Hearing only if he/she makes a written request to the President, CEO within five (5) working days of receipt of the notification.

### F. EVIDENTIARY HEARING

If a timely request is made, any employee covered by this grievance procedure shall be afforded the opportunity for an Evidentiary Hearing to appeal any final action by the President, CEO or his/her designee regarding the employee's disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotion with loss of pay.

Upon timely receipt of a written request from an employee for an Evidentiary Hearing, the President, CEO shall schedule the Hearing and provide the employee with a Notice of Hearing by Certified Mail to the employee's last known address. The Notice of Hearing will specify the date, time, and location of the Hearing, and set forth the procedures to be followed in the conduct of the Hearing. Alternatively, the President, CEO or his/her designee may hand deliver a copy of the notice to the employee.

This Hearing shall, under normal circumstances, be held within thirty (30) working days of the receipt of the employee's request for a Hearing, but not earlier than seven (7) working days after the date the Notice of Hearing is mailed to the employee. The Hearing shall be conducted by an impartial Hearing Officer who will be chosen, by mutual consent of the employee and President, CEO or his/her designee, from an Authority approved predetermined list of Hearing Officers.

#### 1. Hearing

All testimony in the proceeding shall be accurately and completely preserved through a court reporter or an audio tape, the expense of which will be paid by the Authority. A full transcript of the proceedings or tape will be made available to the employee upon request, at the employee's expense. All testimony of parties and witnesses shall be made under oath.

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At the Hearing, the employee shall be accorded the right to be represented by counsel and shall be given the opportunity to refute the charges or explain the actions which have resulted in the disciplinary action. The employee and management will have the opportunity to present evidence and call and cross-examine witnesses.

Irrelevant, immaterial, or unduly repetitious evidence shall be excluded from the Hearing. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the Florida Courts. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding, unless it would be admissible over objections in civil actions.

### 2. Hearing Determination

Within thirty (30) days after the Hearing or receipt of the Hearing transcript, whichever is later, the Hearing Officer shall issue a decision consisting of findings of fact, conclusions of law, and a Final Order. The determination of the Hearing Officer shall be final and binding in all cases.

## G. DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM

The Authority has adopted a Drug and Alcohol-Free Workplace Program. This Program complies with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes (F.S.) and the implementing regulations (F.A.C. 59A-24) promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation, and the Drug-Free Workplace Act of 1988. It is a condition of employment to abide by the terms of the Authority's Drug and Alcohol-Free Workplace Program.

The Authority is committed to maintaining a safe, healthy, and productive work environment for all employees. Employees are required to maintain the integrity and security of the Authority's equipment and workplace and to perform all their functions in a manner consistent with the Drug and Alcohol-Free Workplace Program.

It is the policy of the Authority that the unlawful possession, use, consumption, sale, purchase, distribution, dispensation, or manufacture by any employee of alcohol, illegal drugs, or illegally obtained drugs on Authority premises or in the conduct of Authority related work off Authority premises is strictly prohibited and shall be grounds for immediate termination.

The Authority shall not permit any employee to report to work or to perform his/her duties after having ingested illegal drugs or while under the influence of alcohol. The Authority does not permit any employee to report to work or to perform his/her duties while taking prescribed drugs which adversely affect the employee's ability to safely and effectively perform his/her job functions. Failure by an employee to notify his/her supervisor when taking medication which is impairing his/her ability to function safely and effectively shall result in disciplinary action.

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To enforce the Authority's drug and alcohol-free policies and programs, candidates for employment and current employees shall be required to submit to substance abuse testing under the provisions set forth in the Authority's Drug and Alcohol-Free Workplace Program. In compliance with the Drug-Free Workplace Act of 1988, an employee convicted of any criminal drug statute offense occurring in the workplace is required to report such a conviction to the supervisor no later than five (5) days after conviction. The Authority's Drug and Alcohol-Free Workplace Program is included in its entirety as Addendum A to this Handbook.

Any employee who violates a Drug and Alcohol-Free Workplace Program policy is subject to disciplinary action up to and including termination.

### **H. BULLETIN BOARDS**

Authority bulletin boards shall be used for the posting of such items as notices pertaining to wage and hour laws, Airport rules, statutory regulations, employee job announcements, and holiday schedules. To stay informed employees should review items on the bulletin board on a regular basis.

The Finance and Human Resources Department shall be responsible for controlling the information placed on or removed from the bulletin boards. No personal notices, announcements, or unrelated Airport supported flyers shall be posted on bulletin boards or any other Authority property.

### **I. GIFTS AND GRATUITIES**

Authority employees, employees' family members and Authority volunteers are prohibited from accepting gifts or gratuities from anyone who does business with or who may be in a position to influence the employee in his/her discharge of Airport duties. An employee who receives an offer of money or a gift from any individual or company doing business with or regulated by the Authority shall report such an offer, in writing, to the President, CEO.

Gifts are only permissible when they are used as a symbol of goodwill, appreciation, or in the interest of public affairs, such as service awards, scholarships, lunch, dinner, tickets to social events, or advertising novelties of nominal value (under \$25.00).

Certain employees who receive gifts or money are required to file disclosure statements, as defined by the Florida Code of Ethics (part III of Chapter 112 of the Florida Statutes). These employees include, but are not limited to, the President, CEO, Executive Vice President, CFO, Vice Presidents, Directors, Managers, and specified procurement employees.

### **J. OFF-THE-JOB ACTIVITIES**

Whether on or off Airport premises, employees are expected to observe reasonable rules of conduct consistent with the Authority's public image and policies. At the same time, the Authority affirms that what an employee does on the employee's own time is normally exclusive of the



## Personnel Policy

employee/employer relationship. Therefore, the employee will generally not be subject to disciplinary action for conduct which occurs on the employee's own time. However, if an employee's outside conduct subjects the Authority to criticism or causes the employee to be unable to perform assigned duties in the proper and usual manner, or to appear at work, then management is justified in taking appropriate disciplinary action up to and including termination. Wearing of Airport uniforms is prohibited when participating in outside activities unless the activity is Authority related and approval is obtained from the Executive Vice President, CFO.

An employee convicted of a felony, first-degree misdemeanor or pleads no contest to an offense while being employed with the Authority is required to self-report the conviction to the Director, Human Resources. Failure to do so will lead to disciplinary action up to and including termination. A conviction of a crime will not automatically disqualify an Authority employee from continued employment. All convictions will be reviewed to determine whether they relate to the employee's position or interfere with Authority's ability to carry out its mission.

The Authority encourages employees to participate in public interest organizations, volunteer groups, and other forms of community involvement. However, conducting non-work-related community activities while at work would be disruptive to the goals and objectives of the Authority. Community activities must be confined to employees' off hours and their own time.

### K. SAFETY

It is the Authority's intent to ensure employees work in a safe and healthy environment. To prevent accidents, safety rules have been established. When necessary, special safety equipment and safety education are provided. Failure to abide by all safety policies, rules, and regulations will result in disciplinary action. It is the obligation of each employee to observe the Authority's established safety policies.

Employees shall report any work-related injury, even a small cut or bruise, to their supervisors. Employees shall use Authority provided safety equipment. Machinery shall be maintained in good operating order, and employees shall only operate machinery if instructions for use have been provided. When operating machinery or power tools, employees shall be required to follow all safety procedures.

Trash and debris shall be placed in appropriate containers. Employees shall be aware of the location of all fire extinguishers, first-aid kits, and exits. Whenever an item is too heavy to lift, the employee shall obtain assistance. When driving Airport vehicles, safety belts must be worn and all traffic laws obeyed.

Vehicular accidents sustained by an employee while operating any Authority equipment (including golf carts) must be reported to the Finance and Human Resource Department. When driving Airport vehicles safety belts must be worn and all traffic laws obeyed.

Safety and accident prevention are the responsibility of every employee. Employees are cautioned not to take any risks or place themselves in danger. Employees' suggestions regarding safety are always welcome. Whenever an employee believes that an unsafe condition exists, the

## Personnel Policy

employee shall notify his or her supervisor. If the problem is not rectified by the supervisor, the employee shall inform the department manager or director.

### 1. Hazardous Materials

The Authority's Hazardous Materials Program complies with current laws. Any substance considered to be a hazardous material must be used in a controlled manner and, when necessary, the employee shall be required to wear protective equipment. Employees will receive training in the handling, use, and disposal of hazardous materials.

The Authority maintains, in accessible locations, a Material Safety Data Sheet (MSDS) on each chemical and hazardous substance used in the workplace. Employees will be warned when they are assigned or transferred to an area where hazardous materials are present or when a new hazardous material has been introduced into a work area.

### 2. Hearing Protection

All employees who work in a hazardous noise area shall be required to utilize ear protection equipment. The Airport ramp, active aircraft movement areas, and noise producing machinery locations, while not all inclusive, are considered hazardous noise areas. It is the employee's responsibility to adhere to the hearing protection policies and take audiogram tests as scheduled.

## L. SOLICITATION AND DISTRIBUTION

Employees may not engage in solicitation or distribution during working time. Working time does not include lunch or break periods or time before or after the employee's scheduled workday.

The distribution of literature by employees in work areas is prohibited. When approval is obtained from the Executive Vice President, CFO an employee may be permitted to solicit for charitable organizations.

Non-employees are prohibited from engaging in any form of solicitation or distribution. Employees observing such activities by a non-employee shall notify their supervisors immediately.

## M. SERVING THE PUBLIC

Every person entering the Airport shall be treated with courtesy and respect. Serving the needs of tenants and the traveling public is an essential function of every employee's position. Employees shall remain informed, cooperative, and customer service oriented.

## Personnel Policy

### N. POLITICAL ACTIVITY

Authority employees are encouraged to exercise their rights as citizens, such as joining any political organization, attending political meetings, expressing political views, and voting with complete freedom in any election.

Authority employees are bound by federal and state legislation from participating in specific political activities. No employee, whose principle employment is in connection with an activity which is financed by federal funds, shall hold a partisan elected public office or take an active part in a partisan political campaign while on duty or within any period of time during which they receive compensation from the Authority. Employees shall not use their authority to make promises or in any way coerce an employee to support, oppose, or contribute to a political issue, candidate, or party. Employees shall not display any button, sign, decal, or other symbol of support for any political party or candidate for public office on their person or a vehicle used for official business while on duty or in the workplace.

Any employee who becomes a candidate for a nonpartisan office shall notify the President, CEO of such candidacy no later than the day after filing. On assuming a nonpartisan or appointed position, the employee shall notify the President, CEO. All notification must be in writing.

If an employee's assumption of a nonpartisan office requires a full-time commitment or is part-time and directly related to the employee's Authority responsibilities, the employee shall be terminated.

Any employee who violates any political activity policy provision shall be subject to disciplinary action up to and including termination. If found in violation of the law, the employee may also be subject to a civil monetary penalty.

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## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

The Sarasota Manatee Airport Authority Board of Commissioners last approved revisions to the Handbook on Monday, August 25, 2025. It is the responsibility of all employees to adhere strictly to the policies in the Handbook and other rules and regulations adopted by the Airport Authority.

Although most major areas of personnel policy are defined in the Handbook, it is recognized that situations may arise which are not specifically addressed. In these instances, Airport Authority management retains the right to interpret policy and take the course of action deemed appropriate. Interpretations will usually appear in management directives but may also be contained in memorandums.

This Handbook is not a contract of employment. Any employee may voluntarily leave employment or may be terminated by the Airport Authority at any time in accordance with provisions contained in this Handbook. Any oral or written statements to the contrary are disavowed and should not be relied upon by any prospective or present employees.

The contents of this Handbook are subject to change at any time at the discretion of the Sarasota Manatee Airport Authority Board of Commissioners. Employees shall be notified of any changes.

When policies are not consistent with collective bargaining agreement provisions, the Collective Bargaining Agreement shall govern.

The SMAA Employee Handbook is available for viewing on the SMAA intranet and website. A printed copy of the Handbook is also maintained in each department. If you would like to review the printed copy, please ask your supervisor.

I have accessed, read, and reviewed the policies and procedures in the revised Handbook and will comply with them.

Printed name of employee \_\_\_\_\_

Employee

Signature: \_\_\_\_\_

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

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## INTRODUCTION



Welcome to the Airport Authority!

You have joined a group of talented and dedicated employees whose hard work and commitment can be seen throughout the Authority and at the Sarasota Bradenton International Airport.

The Sarasota Bradenton International Airport is the primary air carrier and general aviation airport serving Manatee and Sarasota counties and the surrounding areas.

We take great pride in the level of service we provide to our customers. We believe they are the primary focus and the Authority is committed to giving the best possible service to our passengers and tenants. We try hard to attract employees who share our philosophy and who possess the special qualities of commitment, solid experience, teamwork and selfless service.

I strongly believe in the proper implementation of the Authority policies contained in this handbook. This handbook contains many of the basic requirements we expect from our employees, as well as a compilation of the programs and benefits we provide to our workforce. This Employee Handbook will familiarize you with the policies and provide you with the direction necessary to perform your duties appropriately and in furtherance of the Authority's mission.

I encourage you to assist our team by complying with the policies, supporting our tenants and your fellow employees, and using your energies to enhance our efforts to maintain high quality, affordable facilities and excellent customer and community services.

Welcome to the team,

Fredrick Piccolo  
President and Chief Executive Officer

### Airport History Overview

In 1939, through Federal grants, Sarasota and Manatee counties agreed to construct an airport on a 620-acre site situated on the bi-county line. In 1941, resolutions were passed creating the Sarasota Bradenton Airport and the Sarasota Manatee Joint Airport Authority. During World War II the airport was leased to the Army Air Corps as a fighter pilot training base. The federal government added 250 acres and several million dollars in improvements and transferred the land back to the Authority in late 1947. In 1955, the Florida Legislature passed the Sarasota Manatee Airport Authority Act giving the Authority the power to: maintain and improve the facilities; adopt bylaws, policies and procedures; accept grants; sell bonds; and make and enforce Airport Zoning Regulations.

A new terminal building opened in 1959 followed by taxiway and runway improvements in 1963. The runway was extended to 7,003 ft. in the early 1970s and extended again in 2001 to its present length of 9,500 ft. Commercial airline service began as early as 1940, general aviation service began in the 1950s, and National Airlines started jet service in 1965. The current terminal building opened to travelers on October 29, 1989.

In 1970 voters opted for the election of four Authority Commissioners, two from each county, and enabling State legislation was adopted in 1972. In 1990, State legislation doubled the commissioners to eight. "International" was added to the airport name in 1992 when the U.S. Customs Service gave "Port of Entry" status to the airport. In November 2000, voters approved a referendum changing the elected board to a Governor appointed board and reduced the number of commissioners to six.

The Authority is self-supporting, using aircraft landing fees, fees from terminal and other rentals, and revenues from concessions to fund operating expenses. Operating expenses of the Authority are not taxpayer funded.

Construction programs are funded by Federal and State grants, Passenger Facility Charge (PFC's), Customer Facility Charges (CFC's) and Authority revenues.

Half of Airside B, a large portion of the runways and taxiways and the two general aviation fixed-based operators lie in Manatee County. A significant portion of the terminal, the rental car and short-term lots lie in Sarasota County. The long-term lot out to University Parkway is in the City of Sarasota. Airport property now equals approximately 1,200 acres, with most of the property within Manatee County.

## PURPOSE OF THE HANDBOOK

This Sarasota Manatee Airport Authority Employee Handbook (hereafter referred to as the Handbook) has been prepared to inform you of the Sarasota Manatee Airport Authority's personnel policies. Hereafter, the Sarasota Manatee Airport Authority shall be referred to as the Authority.

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This Handbook is readily accessible online for easy reference and a hard copy is located in each department. The Handbook provides information concerning your working conditions, benefits, compensation, rules of conduct, and employee/employer relations. If you have any questions or comments about the information contained in the Handbook, feel free to discuss these with your supervisor or contact the Human Resources Department.

The Handbook uses the term "Manager" to refer to all individuals with direct management or supervisory responsibilities for the Authority staff, without regard to the management level in the Authority.

The content of the Handbook provides only a summary of personnel policies and is not intended, in any way, to confer contractual rights. The Authority reserves the right to add, rescind, change, or reword any policy. The Handbook highlights the Authority's policies and practices; however, if a regulation, contract, or statute exists for a policy or benefit, then the official document takes precedence over the summary provided in this Handbook.

Questions on the interpretation of this Handbook should be directed to a member of the Human Resources Department.

This Handbook is designed to introduce you to the Authority and provide you with information about our employment guidelines. We hope it will be a useful reference for you throughout your employment at the Authority.

From time to time, there may be revised or supplemental information placed in this Handbook.

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## Personnel Policy

### SECTION I – EMPLOYMENT

5.1

#### A. EMPLOYEE REFERRAL PROGRAM

The Authority is always looking for qualified employees and appreciates recommendations made by existing employees. When an employee recommends someone who is hired as a full-time, part-time, substitute employee, or Traffic Control Specialist, and who is still employed by the Authority after one (1) year, that employee may be provided with a recruiting bonus. The new hire must have included the employee's name on the referral line of their original application in order for the referring employee to be eligible for a recruiting bonus. This program and or bonus may be changed from time to time depending on existing market conditions. The Human Resources Department will provide information on the current referral program.

#### B. EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION AND ANTI-HARASSMENT AND COMPLAINT PROCEDURE

The Authority prohibits and will not tolerate discrimination based on any legally protected status, including, but not limited to, race, color, religion, national origin, sex (including pregnancy, gender identity and sexual orientation), disability, age, or any other characteristic protected by applicable local, state, or federal law. It is the policy of the Authority to grant equal employment opportunity to all qualified persons in accordance with all applicable federal, state and any local laws governing non-discrimination in hiring, discipline, termination, promotion, compensation, training, allocation of benefits and any other terms and conditions of employment. If you believe you have been discriminated against, you are encouraged to follow the complaint procedure below.

One aspect of our equal employment opportunity policy is that the Authority strictly prohibits and does not tolerate harassment of any form related to an individual's race, color, religion, national origin, sex (including pregnancy, gender identity and sexual orientation), disability, age, or any other characteristic protected by applicable law. Our employees should be able to work in an atmosphere free from all forms of employment discrimination, including sexual or other harassment. The Authority prohibits such harassment of our employees by one another or by third parties with whom we have business relationships. Prohibited conduct may result in disciplinary action up to and including discharge.

Sexual and other harassment may take many forms. These forms include, but are not limited to:

- Unwelcome and offensive verbal conduct, such as remarks, comments, jokes, slurs, or other derogatory reference made to or about a person, relating to that person's gender, religion, race, age, or any other protected characteristic.
- Unwelcome and offensive visual conduct, including pictures, cartoon drawings, photographs, or other communications, including videotape, e-mail, Internet programs or web sites.

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- Unwelcome sexually explicit, vulgar, crude, or offensive language, jokes, photographs, or other materials.
- Unwelcome physical conduct, including touching, staring, fondling, restraining, patting, rubbing, brushing, regardless of the gender of the individuals involved.
- Unwelcome requests for sexual favors, or sexual advances, or other verbal or physical conduct of a sexual nature, regardless of the gender of the individuals involved, when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) an individual's submission to or rejection of such conduct is used as a basis for an employment decision affecting that individual; or (c) the purpose or the effect of such conduct is to substantially interfere with the affected individual's work performance or to create an intimidating, hostile or offensive work environment.

### Complaint Procedure

The Authority takes good-faith allegations of discrimination, retaliation, sexual harassment and other forms of harassment very seriously. If you believe that you have been subjected to any type of discrimination, retaliation, or harassment, from employees, clients, contractors, or any other person present at the Authority, you should immediately do the following:

- Document any incident of alleged discrimination, retaliation, or harassment, including the date, time, place, what was said or done, and the surrounding circumstances.
- If you are comfortable doing so, clearly, and directly communicate to the offending individual that his or her conduct is unwelcome, and request that the offensive, discriminatory, or retaliatory behavior or conduct stop. However, this action on your part is by no means required.
- Regardless of whether you confront the offending individual, you must immediately bring the matter to the attention of the Executive Vice-President, CFO, Director, Human Resources or enlist a co-worker to bring the matter to his attention, based on your own comfort level with those individuals.

All such matters will be kept as confidential as practicable to ensure a proper investigation. Complaints will be promptly and thoroughly investigated, and if the allegations of discrimination, retaliation, or harassment are substantiated, the Authority will take appropriate corrective action. Retaliation against any person who has, in good faith, complained about discrimination, retaliation, or sexual or other harassment, or who otherwise participated in an investigation of the same allegations, will not be tolerated. Prohibited retaliation will result in discipline, up to and including discharge.

Any employee who makes a false complaint of discrimination, retaliation, sexual or other harassment or who intentionally provides misinformation during an investigation, or otherwise fails or refuses to cooperate during an investigation, will be subject to disciplinary action, up to and including discharge.



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~~The Authority is committed to the policy that there shall be no discrimination with respect to employment or any terms or conditions of employment based on race, color, marital status, religion, national origin, sex, pregnancy, age, veteran status, genetics, disability, or any other consideration made unlawful by Federal, State or Local law.~~

~~This policy applies to all phases of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, transfer, layoff, recall, termination, training benefits, discipline, rates of pay, use of all facilities located in the Airport, and participation in any Authority sponsored activity.~~

### ~~C. AFFIRMATIVE ACTION PLAN~~

#### ~~D.—~~

~~The Authority maintains an Affirmative Action Plan which guides employment and promotion practices. The Authority shall strive, through its Affirmative Action Program, to improve employment opportunities for individuals with disabilities and protected veterans. All members of the Authority and management personnel are unconditionally committed to support the policy of nondiscrimination and the Authority's Affirmative Action Plan.~~

### ~~E. SEXUAL AND OTHER HARASSMENT~~

~~The Authority is committed to ensuring an environment for all employees that is free of harassment based on a protected characteristic, including but not limited to race, color, marital status, religion, national origin, sex, pregnancy, age, veteran status, genetics, disability or any other consideration made unlawful by Federal, State or Local law.~~

~~The Authority shall not tolerate or condone harassment of its employees by other employees, the President, CEO, vice presidents, directors, managers, supervisors, tenants, consultants, vendors, or the general public.~~

~~For the purposes of this policy, harassment is defined as unwelcome or unwanted conduct (verbal or physical) when: (1) submission to or rejection of this conduct by an individual is used as a factor in a decision affecting hiring, evaluation, promotion or other aspects of employment; (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.~~

~~Examples of harassment include but are not limited to: unwanted advances; demands for favors in exchange for favorable treatment or continued employment; offensive or unwelcome remarks/jokes, flirtations, advances or propositions; verbal abuse; graphic commentary about an individual; leering, whistling, touching, pinching, assault, coerced acts, obscene comments or gestures; display in the workplace of suggestive objects or pictures.~~

~~This behavior is unacceptable in the workplace and in other work related settings such as business trips and business related social events.~~

~~Violation of this policy shall subject an employee to disciplinary action, up to and including immediate termination. Any questions regarding what constitutes harassing behavior should be directed to the employee's supervisor, the Executive Vice President, CFO, or Director, Finance & Human Resources.~~

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~~If an employee believes that he/she is being harassed, the employee should notify his/her supervisor immediately. If the employee believes that the matter cannot be discussed with the supervisor, the next contact should be the employee's department manager, director, Vice President or Executive Vice President, CFO. If preferred, the employee may contact the Executive Vice President, CFO or the Director, Finance & Human Resources. An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint of harassment. Verbal reports of harassment should be reduced to writing by either the complainant or the individual(s) designated to receive complaints and be signed by the complainant. A meeting shall be scheduled to discuss the employee's complaint. Department supervisors, managers, directors or vice presidents, who receive complaints, shall report these immediately to the Executive Vice President, CFO.~~

~~All complaints of harassment shall be investigated promptly in an impartial and as confidential a manner as possible. A timely report in person is strongly encouraged. If allegations of harassment are substantiated, appropriate corrective action to remedy the situation will be taken and the complainant will be advised of the remedy.~~

~~This policy prohibits any retaliatory action against an employee who, in good faith, files a complaint or provides information during an investigation.~~

~~If an investigation reveals that an employee falsely accuses another of harassment or intentionally provides inaccurate information, such employee will be subject to appropriate sanctions, including termination.~~

### **F.C. INDIVIDUALS WITH DISABILITY, RELIGIOUS OR PREGNANCY ACCOMMODATION REQUESTSIES**

Consistent with the Authority's policy of non-discrimination, the Authority will provide reasonable accommodation based on an employee's disability, sincere religious belief, or pregnancy, where appropriate, so long as such accommodation does not constitute an undue hardship, as defined by the applicable statutes, to the Authority.

Any employee who has questions regarding this policy or desires to request a reasonable accommodation, shall notify the Executive Vice-President, CFO or Director, Human Resources. Although not required, it is preferred that any request for accommodation be made in writing. The Authority will respond (accept, deny, or still evaluating) to all requests for accommodation in writing within fourteen (14) working days of the request. If a request for accommodation is denied, the employer will provide the requesting employee a written explanation setting forth the reasons for the denial.

During the time period between the employee's request for religious accommodation and the Authority's response, if there is a conflict between a work rule and the employee's religious observance, the Authority will not discipline or terminate the requesting employee for a violation of that specific work rule. However, the employee will be expected to comply with all other work rules that are not specifically implicated by the request for accommodation.

Any employee who believes they have been subjected to discrimination or retaliation based on their need or request for reasonable accommodation should follow the Complaint Procedure stated above in the Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment

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### Policy and Complaint Procedure.

~~Individuals with disabilities, as defined by the Americans with Disabilities Act (ADA), shall be considered qualified for any position if they can perform the essential functions of the job with or without reasonable accommodation. The Authority shall not establish any arbitrary or unnecessary physical or mental standards which might discriminate against employees with disabilities.~~

~~If any disabling condition occurs which affects an employee's ability to perform essential functions of the employee's job and/or to work safely, notice must be given to the employee's immediate supervisor, manager, director, vice president or to the Executive Vice President, CFO. The individual and the position will be evaluated to determine whether a reasonable accommodation can be made.~~

### G.D. EMPLOYMENT OF RELATIVES

Any person related to a Board member is ineligible as a new hire with the Authority. For purposes of this section, related persons include: spouse, parent, child, sibling, step parent, step child, step sibling, foster parent, or in-laws. Spouse is defined as a person, (i.e., husband or wife), who is married pursuant to the laws of Florida.

Related employees shall not be employed in a position in which they would supervise or evaluate a relative. Should current conditions or subsequent circumstances create such a situation, one employee shall be reassigned to another position if available, otherwise, a three (3) month period will be allowed for one of the employees to voluntarily resign. If one of the employees does not resign, management shall have the discretion to determine which employee shall be terminated at the end of the three (3) month period. Failure to properly advise of such a prohibited relationship will be grounds for termination of both employees.

### H.E. RELATIONSHIPS BETWEEN EMPLOYEES

Certain relationships between employees such as romantic, roommate, housemate, etc., are not condoned and are strongly discouraged in that they may result in favoritism, breach of confidentiality, conflicts of interest, abuse of authority, and other situations and behaviors not conducive to a professional working environment. If any work-related problems manifest due to a relationship of two employees, the offender(s) shall be subject to disciplinary action up to and including termination.

### I.F. TOBACCO, SMOKING NICOTINE, E-CIGARETTES

It is the Authority's policy to promote an environment conducive to the health and well-being of its employees and the traveling public. Employees hired before July 1, 2009, while on Airport property, may smoke in designated outside areas. Otherwise, all Airport buildings are nonsmoking facilities. Employees shall not smoke in Authority vehicles. Failure to adhere to this policy will result in disciplinary action.

Commencing July 1, 2009, the Authority will not hire any applicant who is a user of any tobacco products. All applicants will be required to sign an affidavit affirming they have not been a user of tobacco products for at least one (1) year preceding their application of employment. In addition,

## Personnel Policy

applicants will be screened for tobacco use during the new-hire drug screening process. All employees hired based on applications received on or after July 1, 2009 must remain a non-tobacco user. Tobacco products include common smoke-producing materials such as cigarettes, cigars, pipes, hookahs, etc., as well as smokeless tobacco such as snuff, chew-gutka, jarda, betel quid, etc. It also covers articles that mimic the act of smoking such as an electronic cigarette (or e-cigarette), personal vaporizer (PV) or electronic nicotine delivery system (ENDS).

Since the Authority is committed to employing a totally smoke free work force, employees who smoke are encouraged to quit smoking as soon as possible.

### J.G. EMPLOYEE CLASSIFICATIONS

All employees of the Authority will be assigned an employment status reflecting their eligibility for benefits. Positions generally will be designated depending on the expected number of hours worked on a consistent basis and position held.

1. Full-time Employees (Refer to separate Firefighter classification below)  
Full-time employees work a minimum of 40 hours per week on a continuing basis and are eligible to participate in all Authority benefits, subject to the terms, conditions and limitations of each benefit program.
2. Full-Time Firefighter Employees  
Firefighter employees, including all full-time employees within the ARFF department except the Fire Chief & Fire Training Captain, are scheduled to work twenty-four (24) hour shifts and are paid for all hours actually worked. Firefighters are required to accurately record all actual hours worked. These employees are eligible to participate in all benefit programs.
3. Part-time Employees  
Part-time employees are scheduled to work less than thirty (30) hours per week on a continuous basis. Part-time employees are not eligible to participate in the Authority's sponsored group health, dental, vision, life, or other disability or medical plans. Part-time employees working an average of 20 hours a week or more shall receive benefits such as sick leave, vacation, holidays and paid leave in accordance with the table in Section IV. Part-time employees may be eligible to participate in the retirement plan depending upon hours worked in the fiscal year.
4. Traffic Control Specialist (TCS)  
The Police Department may maintain a list of TCS employees. TCS employees may not work more than 30 hours per week.  
  
TCS employees' employment may be discontinued at any time with or without cause. TCS employees are not eligible for benefits.
5. Temporary Employees  
Temporary employees are scheduled to work for periods of limited duration such as seasonal assignments, special projects, or overload periods. Temporary employees shall not be hired for periods to exceed six (6) months without approval of the President, CEO. If a temporary employee obtains a regular position with the Authority, the employee's date of hire as a regular employee shall be the date he/she was hired into the regular position.

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A temporary employee may be discontinued at any time with or without cause. Temporary employees are not eligible to receive benefits.

6. Substitute Employees

Departments may maintain a list of employees who may be asked to work as substitutes to provide additional assistance on an as needed basis. They are likened to a substitute teacher and may be called for one (1) or more day assignments. Substitute employees may not work more than 30 hours per week....

A substitute's services may be discontinued at any time with or without cause. Substitutes are not eligible for benefits.

7. Student Interns

Student interns are not considered employees. They are engaged to work as part of the Authority's commitment to provide on-the-job training for students enrolled in post secondary educational institutions who receive course credit for their work experience at the Airport. In most cases student interns shall not receive compensation. Should student interns be provided with compensation, the rates for student interns shall be established by the Executive Vice President, CFO. Student interns are not eligible to receive benefits

8. Consultants

Consultants are independent contractors who enter into written agreements with the Authority to provide specific professional services. Consultants are not considered employees and are not eligible to receive benefits.

9. Volunteers

Volunteers are individuals who dedicate their time to assist Authority personnel in areas on an as needed basis. They are not considered employees and are not eligible for compensation or benefits; however, they are covered under our Workers' Compensation policy if they sustain an injury while volunteering on behalf of the Authority. Employees presently employed by the Authority in a temporary or regular capacity and relatives of the Authority's board members shall not be permitted to participate in the Authority's volunteer program.

10. Auxiliary Police Officers

The Auxiliary Police Officers are Police Officers that volunteer to aid and assist the Authority's full and part-time Police Officers by providing additional law enforcement coverage. Auxiliary Police Officers are not eligible for compensation or benefits.

### K.H. AUTHORIZATION TO WORK

State and federal laws require citizenship for firefighter and police positions. Citizenship is not required for other Authority positions. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. To assist with the verification, the Authority participates in the E-Verify program.

### L.I. "OPEN DOOR "COMMUNICATION

## Personnel Policy

The Authority encourages open communication. Whenever employees have ideas or concerns, relating to their job or job environment, (e.g., suggestions, or complaints) employees are encouraged to address these matters.

Any issues can be directed to a manager on an informal basis. The preferred communication sequence is: first, the employee's immediate supervisor; second, the department manager or director; and third, the department vice president. However, the employee is free to speak with personnel in the Human Resources Department, the Executive Vice President, CFO or the President, CEO at any time.

### M.J. EMPLOYMENT APPLICATIONS

The Authority's employee selection procedures are designed to hire the best-suited individual for each available position. Applications are only accepted when there is a job position opening.

The Authority continuously strives to develop, motivate, and retain its employees. The Authority encourages employees to seek internal career opportunities. In keeping with this commitment to provide opportunities for existing qualified employees, every effort will be made to promote from within.

The Authority shall post all positions internally for a minimum of three (3) days prior to advertising externally, with the exception of temporary, entry level and management positions. All employees are encouraged to apply for any posted positions for which they qualify. Internal applicants' qualifications and performance shall be reviewed first to determine if the position can be filled internally.

Whenever a position is not filled internally, the Human Resources Department shall develop a recruitment strategy. Recruitment efforts will adhere to policies, and contract requirements, ~~and affirmative action goals~~. If a position with similar minimum qualifications has been advertised six (6) months or less prior to vacancy, the applications received may be reviewed prior to advertising the position. Should a qualified applicant be available, the position will not be advertised.

When a position is posted or advertised, external applicants will be required to complete an application ~~form~~. A resume may be submitted as a supplement, but cannot be accepted in lieu of an application. Applications and internal requests must be submitted by 4:00 p.m. on the posted closing date unless the position is posted as "open until filled."

Internal applicants will be required to submit a position consideration form along with a memo stating their qualifications for the position for which they are applying. One (1) year probationary employees may apply for an open position or transfer and be considered for an internal promotion for which they are qualified.

The Director, ~~Finance and~~ Human Resources, or a member of the Human Resource ~~Specialist~~ department shall review applications and resumes and only forward those applications of qualified individuals to the manager seeking to fill the position. After review of the applications, the interviewer will interview those applicants best suited for the position. The Executive Vice President, CFO, director or manager of the department in which the vacancy exists will select the best-suited person and notify Human Resources of the selection.



## Personnel Policy

Falsification of any information provided by the applicant shall be cause for disqualification; or in the case of an employee, termination. Falsification discovered after the individual is hired, transferred or promoted into the position shall be grounds for immediate termination.

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### N.K. **VETERANS' PREFERENCE**

Preference shall be extended to individuals eligible for veterans' preference. To receive veterans' preference, documentation must be submitted.

To determine eligibility for veterans' preference, consult the Human Resources Department or the Florida Department of Veterans Affairs.

### O.L. **NEW EMPLOYEE ORIENTATION**

New employees must report to the Human Resources Department on their first day of work to complete the paperwork necessary for placement on the payroll. Employees will be provided access to the electronic version of the Employee Handbook and the policies and procedures contained in the Handbook will be reviewed.

Department managers or directors shall be responsible for informing all department new hires of department safety procedures, duties, and security measures on the employee's first day of employment.

Formal orientation sessions will be held on a regular basis. All new employees will be invited to an orientation session. During the session, employees will receive information regarding the Authority's structure, history, policies and benefits.

Existing employees are encouraged to welcome any new employee, offer their assistance, and make every effort to ensure that the new employee's initial and continuous experiences with the Authority are pleasant ones.

### P.M. **PERSONNEL RECORDS**

Pursuant to the provisions of Florida Statutes, employee personnel records shall be open for inspection by any person. Medical records, documents relating to discrimination complaints, and other exceptions as set forth in the Florida Statutes are exempt from this provision.

Employees are responsible for informing the Human Resources Department of any changes in name, address, telephone number, and/or family status so that records reflect accurate information.

Personnel files shall contain, but not be limited to, applications background investigation reports, records reflecting original appointment, the Immigration and Naturalization Service's Form (I-9), any promotion, demotion, transfer, separation and/or layoff documents, payroll and title changes, licenses, class completion documents, certificates, handbook acknowledgment pages, and copies of performance reviews and letters of commendation. Disciplinary action memorandums shall also be placed in the employee's file if the document has been personally presented to the employee or in some cases, when hand delivered or sent to an employee via certified mail. An employee may

## Personnel Policy

include in his/her file a rebuttal or explanation to any material which the employee feels is detrimental.

A request to schedule a review of an employee's personnel file shall be made through the Human Resources Department. The review will take place in the Human Resources office. A Human Resources representative will be present to supervise the review.

### 1. Inquiries About Current and Former Employees

All inquiries or requests for letters of recommendation, written or verbal, regarding an existing or former employee shall be referred to the Human Resources Department. The Human Resources Department shall generally confine information provided to verifying position titles, dates of employment, and salaries.

### 2. Record Retention

The Authority shall retain records in a manner that ensures compliance with all public records management, state, and legal requirements.

## Q.N. OUTSIDE EMPLOYMENT

Before an employee accepts outside employment, he/she shall discuss the nature of the employment with his/her supervisor. If the outside employment is with a tenant, the employee must submit a written request, receive written authorization from the Executive Vice President, CFO and complete a memorandum of understanding to ensure the outside job will not create a conflict of interest.

The employee's primary position is with the Authority; therefore, a second job must not interfere with his/her performance. If outside work activity affects an employee's job performance, the employee may be subject to disciplinary action.

## R.O. CARE AND USE OF EQUIPMENT

Employees are expected to take proper care in the handling and use of all the Authority's equipment and property. Uniforms, keys, phones, radios, or any other Authority property provided to the employee are the employee's responsibility. If any of these materials are not returned to the Authority upon request or termination, the replacement cost shall be deducted from the employee's paycheck to the extent permitted by law. Employees are not to remove any Authority property, such as equipment and/or supplies from the premises with the exception of those items that have been authorized for use off the premises, such as cellular phones, radios, computers, etc.

If Authority equipment that is lost, damaged or destroyed could have been prevented with normal and reasonable care, the employee may be liable for replacement costs and/or subject to disciplinary action.

### 1. ID Badges

Every employee shall be issued an Authority identification badge. Persons granted access to the Airport Operations Area must wear their badges at all times when in this designated area. All other employees may be asked to show their identification badges at any time.

The Authority badges are color coded to delineate area access. Prior to receiving a badge, the Operations Department shall provide the employee with a training session explaining

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## Personnel Policy

badge security procedures. All employees are required to comply with badge regulations and procedures. If a badge is lost or stolen, the employee shall notify the Operations Department immediately. The employee will be charged for badge replacement. Should the lost badge be found and returned, a portion of the replacement cost will be refunded.

### 2. Lockers

The Authority will supply lockers and locks to designated employees. Employees shall keep lockers locked and well secured to prevent loss of any personal property. The Authority does not assume responsibility for the loss of personal items. Employees are responsible for maintaining their lockers in a clean and sanitary manner. An Authority management representative accompanied by an Airport Police Officer may inspect the contents of any locker at any time, without cause, with or without notice, and may remove any Airport or personal items which are in violation of Authority rules and policies. The employee, if available, will be present during the inspection.

### 3. Uniforms and Personal Equipment

Certain employees shall be required to wear uniforms and personal equipment provided by the Authority for specific identity and/or safety purposes. Employees are required to keep equipment in working condition and uniforms clean and neat. All uniforms and personal equipment shall be returned to the department upon request, termination, or when the employee moves to another position that does not require the uniform or equipment. If any of these items are not returned to the Authority upon request or termination, the replacement cost shall be deducted from the employee's paycheck to the extent permitted by law.

In some cases, employees will be required to wear safety or specified job-related shoes. Employees will have the option of supplying their own Authority approved shoes. ~~If a probationary employee elects to have the Authority pay for shoes, and the probationary employee voluntarily resigns within three months after the issuance of the shoes, the employee shall be required to reimburse the Authority.~~

### 4. Authority Vehicles

Authority vehicles are to be used for business purposes only and are to be treated with care and operated in accordance with traffic regulations. Employees may not drive Authority vehicles without prior approval from their supervisors.

Employees are not permitted to operate an Authority vehicle or a personal vehicle for Authority business when a physical or mental impairment interferes with their ability to drive safely. Nor may employees operate Authority vehicles or personal vehicles for Authority business with the presence of illegal or illegally obtained drugs or alcohol in his or her body, or while impaired or under the influence of any such drug or alcohol; or while taking prescription or non-prescription medication which is adversely affecting the employee's ability to perform safely and effectively.

Employees who are required to drive Authority vehicles must possess the appropriate valid license for the assigned vehicle. When an employee is required to obtain a particular designated license as a qualification for a position, the cost for obtaining and renewing the license will be paid by the Authority.

Employees must refrain from using their cell phones while driving. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free

## Personnel Policy

device and advise the caller that they are unable to speak at that time and will return the call.

The Authority assumes no responsibility for fines imposed for any traffic or parking violations while an employee is driving an Authority vehicle. Employees who are charged with a traffic violation(s) resulting from the use of their cell phones while driving will be solely responsible for all liabilities that result from such action.

Employees who are required to drive Authority vehicles as part of their job are required to immediately report a DUI or if their license has been suspended or revoked. The Authority will periodically check the motor vehicle license status of employees.

### 5. Conservation of Supplies

Supplies used in the office and operation areas represent a significant expense to the Authority. To help reduce costs, the Authority requests that each employee be aware of the supplies used and conserve wherever possible. Conservation efforts should include items such as paper, pens, paper clips, chemical, cleaning, and petroleum supplies.

Employees are prohibited from taking or using Authority supplies or equipment for their personal use. A conscientious effort on everyone's part can reduce waste and help control the Authority's costs.

### 6. Identification Codes

Computer passwords, locker combinations, and ID codes shall be kept confidential. Employees are not permitted to use another employee's password, combination, or code without proper approval.

## **S-P. TERMINATIONS/RESIGNATIONS**

An employee's employment relationship with the Authority is not generally governed by a contract of employment. The Authority considers the employees in the following classifications to be employed at will and reserves the right to discipline or terminate them at any time, for any reason, with or without cause: probationary, temporary, substitute, Traffic Control Specialist, Managers, Directors, Vice Presidents and Executive Vice President. However, the Board shall concur in any decision affecting the Executive Vice President, CFO. All other employees (whose classifications are not listed above) who have completed the new hire probationary period may be terminated only for cause. The employee will normally be provided with a notice of termination. When an employee fails to report to work for two (2) consecutive work days without an excuse or supervisory approval, the employee is considered to have resigned without notice as of the beginning of the shift of the first day of the absence and forfeits all rights, privileges and accrued benefits, except for pay for hours worked.

Employees may choose to voluntarily terminate employment with the Authority at any time for any reason. Employees are requested to provide the Authority with at least two (2) weeks advance notice. If an employee does not provide advance notice, the Authority may deem the employee to be ineligible for rehire.

Any employee terminated for cause shall not be eligible to receive payment for accrued sick and vacation leave. For Authority employees who are employed at will, no accrued sick and vacation will be paid if the employee is terminated for any violation of the personnel policy.

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### T.Q. REDUCTION OF WORK FORCE

Situations may arise that require the Authority to reduce its work force, which may include the elimination of positions. In such instances any affected employees under such circumstances who lose their employment with the Authority shall be deemed to have been terminated for cause and shall not have access to the grievance procedures described in Section V of this handbook, but will be eligible for rehire and payout of any accrued sick and/or vacation hours. Affected employees shall be notified in writing.

### U.R. NEW HIRE PROBATIONARY PERIOD

All employees hired by the Authority are required to complete a one (1) year new hire probationary period except the employees in the following classifications who are always considered to be at will: temporary, substitute, Traffic Control Specialist, Managers, Directors, Vice Presidents and Executive Vice President. This probationary period is considered a time for training and development. During this period, the supervisor will have the opportunity to evaluate an employee's capability to perform in his/her position. Additionally, the employee will be provided with the opportunity to better understand the position's duties and determine if he/she is satisfied with and suitable for the position.

A temporary, substitute or Traffic Control Specialist employee who converts to part-time or full-time status will serve a one (1) year new hire probationary period.

After the first six (6) months of employment, the employee will be reviewed, but will not be eligible for a merit increase. This review shall provide the employee and supervisor an opportunity to focus on the employee's strengths and weaknesses and discuss goals.

A new employee who successfully completes the one (1) year new hire probationary period shall receive a Performance Appraisal at their one (1) year anniversary date, at which time they may be eligible for a merit increase. Continued employment after the completion of the probationary period remains subject to adherence to the Authority's policies and procedures and a standard level of performance.

During this new hire probationary period, at any time, for any reason, an employee may be suspended, or otherwise terminated and such action(s) shall not be subject to the Authority's grievance procedure.

Leave without pay, in excess of thirty (30) calendar days, taken during the probationary period shall require the annual review date to be extended by the number of days of the leave.

Employees may be considered for an internal promotion during their one year probationary period. If promoted, the employee will receive an increase as noted under Section III Classification and Pay Administration/Compensation Plan/Promotions.

### V.S. PROBATIONARY PERIOD FOR PROMOTIONAL AND LATERAL APPOINTMENTS

An employee who is promoted, or an employee who is appointed to a lateral position will serve a six (6) month probationary period in the new position or the remainder of the new hire probation, whichever is greater.

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## Personnel Policy

### W.T. PROBATIONARY PERIOD FOR DEMOTIONS

Upon accepting a non-disciplinary demotion (voluntary downgrade), a probationary employee will need to serve the balance of the unserved new hire probationary period, but an employee who has already served a new hire probationary period will not be required to serve another probationary period. An employee demoted for disciplinary reasons will be required to serve a new six (6) month probationary period.

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### X.U. HIRING OF MINORS

The Authority ~~does not hire persons under the age of eighteen (18) except part time student groundskeepers, substitute baggage handling system technicians, part time property leasing assistants and interns. All applicants are required to show proof of age upon employment. may employ minors (ages 14-17) strictly in compliance with Florida Statutes Chapter 450 and the Federal Fair Labor Standards Act.~~

### X. REEMPLOYMENT

Employees who voluntarily resign with proper notice, and who have maintained an acceptable level of performance prior to separation may be considered for reemployment. Former employees who are re-employed after more than 14 days shall be considered new employees. They shall be given a new hire date and be required to meet all qualifying conditions prior to participating in the Authority's benefit programs.

Employees who have been terminated for cause, or do not provide a ~~2-week~~2-week advance notice shall not be considered for reemployment.

### Y. EXIT INTERVIEWS

Departing employees can be a valuable source of information concerning the quality of the Authority's work environment. Exit interviews provide feedback to management that may assist in improving conditions for other employees. They also provide an opportunity for employees to ask questions regarding their benefit continuation options.

It is the responsibility of the supervisor, when possible, to notify the Human Resources Department at least two (2) weeks prior to an employee's termination. A Human Resources Department representative will conduct the exit interview. When an employee is unavailable for an exit interview, a voluntary exit interview questionnaire will be mailed to the terminated employee.

### Z. STANDARDS OF DRESS/PERSONAL HYGIENE

The Authority is dedicated to providing public service. Employees make lasting impressions on the traveling public and visitors. Authority employees are expected to dress and behave appropriately in order to project a favorable image. Proper dress, good manners, and a friendly, cooperative attitude are all important for a pleasant and presentable appearance. The Authority expects employees to be clean and neat at all times to include clean clothes, shoes, body, nails, teeth, and hair. Facial hair must be trimmed and shaped.



## Personnel Policy

Employees who are not provided with uniforms shall wear work attire that complements the environment, the Authority's image and reflects an efficient, orderly, and professionally operated organization. Appropriate business casual attire for men includes: casual slacks, sport shirts and casual shoes.

Appropriate business casual dress for women includes: casual slacks, skirts, dresses, full skirt skorts, casual shoes, clogs or sandals. Slacks, skirts, dresses and skorts must not be tight or form fitting and must be of an acceptable length. Blouses and dresses must cover the back, shoulder and midriff, and must not be low cut or revealing.

Inappropriate work attire includes but is not limited to: Denim pants (jeans), capri pants, stretch leggings, mini-skirts, t-shirts, tank tops or sweatshirts and any excessively worn or faded clothing. Rubber flip-flops and beach shoes are inappropriate footwear.

When administrative employees are required to perform work not of an administrative nature, such as overseeing projects in the field, painting or cleaning, they may dress in a manner appropriate for the task until they return to their normal work area the following day.

No visible piercing with jewelry is permitted to be worn other than in the earlobes and shall be limited to two (2) per ear only. Employees shall wear clothing that covers excessive body art (tattooing) at all times.

The Director, ~~Finance and~~ Human Resources will make the final determination as to the appropriateness of appearance. For field type workers, who have not been provided uniforms, manager discretion is allowed. The Director, ~~Finance and~~ Human Resources may require that an employee return home to change clothes. Nonexempt employees will not be paid during such time away from work, and repeated violations of this policy shall be cause for disciplinary action.

### AA.TELEPHONE, EQUIPMENT, MAIL USAGE, AND VISITORS

Telephone, equipment, mail, and work areas, under normal circumstances, are to be used for business purposes only.

#### 1. Telephone Usage

Telephones are provided for business purposes; however, the Authority understands that it may be necessary for employees to receive and make personal calls during office hours. Personal calls, both incoming and outgoing, shall be brief and limited to those which are absolutely essential. Employees shall, when possible, limit these personal calls to breaks and lunch periods. Personal calls shall not be taken at the front desk or when assisting a customer.

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of office phones. Cell phones may be carried by Authority employees provided they are carried discretely and do not in any way interfere with the employee performing his/her duties and responsibilities. To the extent authorized or as circumstances may warrant, cell phone use shall be limited to making and receiving brief telephone calls. Personal cell phones are to be placed on vibrate, they should not ring.

Abuse of telephone privileges may result in disciplinary action up to and including termination.

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2. Machines

Fax, copiers, and other office machines shall be used for business purposes only. If an emergency situation necessitates the use of business machines for personal reasons, authorization from the employee's supervisor is required.

3. Mail

The postage meter shall be used for business purposes only.

4. Stationery

Employees are not permitted to use Authority letterhead or envelopes for personal business. Employees who violate this policy shall be subject to disciplinary action.

5. Electronic Mail

The E-mail system, both internal and external, is the property of the Authority. It has been provided for use in conducting Authority business. All communications and information transmitted or stored in this system are Authority records. The Authority reserves the right to review, monitor, audit, intercept, access and disclose all messages created, received or sent over the E-mail system for any purpose.

The use of E-mail is solely for Authority business, and may not be used for personal reasons. Accordingly, employees should apply appropriate business communication standards to all E-mail communications. E-mail communications should be professional and businesslike both as to content and form.

The Authority's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for disciplinary action. Therefore, no E-mail messages should be created, sent or forwarded if they contain intimidating, hostile or offensive material concerning race, color, religion, sex, pregnancy, ethnicity, age, national origin, marital status, veteran status, genetic information, disability or any other classification protected by law.

A good rule of thumb is "never write anything in an E-mail that you would not want to become public knowledge, or that would violate any Authority personnel policy."

6. Visitors

Unless authorized, no visitors shall be allowed in safety and security sensitive work areas.

7. Telephone Courtesy

Frequently the only contact the public has with the Authority is through telephone conversations. Employees are expected to answer the telephone promptly, in a positive and courteous manner. Calls from Authority commissioners take priority. Employees are expected to assist all callers with their utmost ability, courtesy, and haste.

Employees shall return all telephone calls promptly, preferably within the same day the call was received. Employees shall not provide information that they are not confident is accurate. If an employee does not know the answer to a caller's question, the employee is expected to explain to the caller that the question will be researched. The employee will indicate when he/she will call back. Requests for information on current or former employees shall be referred to the Human Resources Department.

If a caller is using vulgar or profane language, the employee shall politely end the conversation. The supervisor shall be notified immediately of the incident. Whenever an

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employee is unable to calmly handle a caller, the caller should be politely informed that the call will be transferred to the employee's supervisor. If the employee's supervisor is not available, the call should be transferred to any available supervisor.

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### **BB. CONFIDENTIAL INFORMATION**

All Authority employees are required to promote and protect the public's interest. Authority employees have access to confidential information. Authority employees are not permitted to develop or use information known to them because of their positions and not available to the general public for personal gain or the benefit of any other person or business entity.

Rumors can often be misinterpreted or may distort the actual facts of a situation or incident. The privacy of other employees shall be protected. Confidential information for purposes of this policy, includes, but is not limited to personnel records; medical information, employee assistance program usage, disciplinary actions, and personal problems of other employees. If an employee has any doubt if information is confidential, they shall direct their inquiries to the Human Resources Department.

### **CC. ETHICS CODE**

Employees will conduct the affairs of the Authority in an ethical manner without conflict of interest and in accordance with Chapter 112, Florida Statutes, "Code of Ethics for Public Officers and Employees." The Ethics Code is available online by accessing the SMAA Intranet. Duties and obligations will be discharged in a manner that reflects credibility upon the character and ethics of the Authority. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under this policy. In conducting the affairs of the Authority, no employee shall seek or assure a favorable decision by any person or entity, public or private, through bribery, kickbacks, or any other form of unethical or unlawful conduct.

### **DD. DIRECTIVES AND PROCEDURES**

Directives and standard operating procedures are developed to establish consistent operating and administrative practices based on policies approved by the Authority and for instructional and informational purposes aimed at guiding and facilitating management and employees. Personnel are responsible for knowing and complying with those approved directives and standard operating procedures which apply to their departments. Management Directives are located in the Shared Drive accessible using the designated department computer.

### **EE. MEDIA COMMUNICATION**

All media calls and inquiries during regular business hours shall be directed to the President, CEO or designated Vice President. Outside of regular business hours, all media calls and inquiries shall be directed to the Operations Department Supervisor/Officer on duty who will either provide a timely response or, based on the nature of the call, refer the inquiry to the President, CEO or designated Vice President. All communication with the media shall be handled through the correct channels to ensure that information is dispensed accurately and in the best interest of the Authority.

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In the event of an emergency, specific procedures will be implemented for the formulation and release of information to the media and other appropriate agencies and organizations.

### **FF. CHILDREN IN THE WORKPLACE**

Employees' children may not accompany them during their normal work hours. Employees may be permitted to bring their child to work with the approval of their supervisor, on the designated "Bring Your Child to Work Day."

### **GG. VIOLENCE IN THE WORKPLACE**

The Authority has a zero tolerance of violence policy. No weapons or firearms of any type may be carried onto Airport property (including, without limitation, roadways) at any time or may be possessed by an employee during work time. The Authority is exempt from Florida Statute 790.251, the Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008. Therefore, the Authority prohibits all employees of the Authority and all employees of the tenants from the possession of firearms including vehicles while on the premises of the Airport, even if that employee has a concealed weapons permit.

Exceptions to this policy are those individuals required to use such items in the performance of their job assignments such as knives used as tools, guns used by Police Officers and Operations Officers for bird control.

Employees who threaten violence or become violent to another employee or member of the public will be subject to disciplinary action.

## Personnel Policy

### SECTION II – HOURS OF WORK AND OVERTIME

#### A. WORK SCHEDULES

##### 1. Hours of Work

The Authority's Fair Labor Standards Act (FLSA) work week begins on Monday at 12:01 a.m. and continues through 12 midnight the following Sunday. Authority administrative offices are normally open Monday through Friday from 8 a.m. to 4:00 p.m.

Due to the nature of the Airport's operations, work schedules for Authority employees may vary and are subject to change. The majority of employees are usually scheduled to work eight (8) hours per day, Monday through Friday.

##### 2. Meal Periods

Nonexempt employees other than Police, Operations, and ARFF are required to take a thirty (30) minute or one (1) hour duty- free, uninterrupted, unpaid meal period each workday. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to the department's needs. Such meal periods are not counted as hours worked unless employees are required to remain at their work stations while eating or are required to work during their meal period.

##### 3. Break Policy

Break periods are not to exceed fifteen minutes every four hours and are at the discretion of the department management. Employees shall not accumulate unused breaks. Break times shall not be used to extend lunches or to make up time lost due to employees' late arrivals or early departures.

Employees' department managers, directors or immediate supervisors shall determine break schedules. Breaks may be discontinued or not permitted at the discretion of the department managers, directors or immediate supervisors.

##### 4. Compensatory Time

The accrual of compensatory time for exempt and nonexempt employees is prohibited. Department Managers, at their sole discretion, may allow employees to make up lost time during the same workweek. Employees shall not be allowed to make up time if the lost time is the result of conditions the employee could control, adequate supervision is unavailable, or it would inconvenience the Authority.

Under no circumstances, shall make-up time be used for routine schedule change purposes. Make-up time shall only be used on a temporary basis for non-routine situations.

##### 5. Business Necessity Schedule

Department Managers are permitted to change employees' schedules in order to provide essential services on an uninterrupted basis. In those cases when a business necessity is the reason for a deviation from the normal eight hour a day schedule, the Manager shall be required to document the need for the deviation.

##### 6. Employee Accommodation Flex Schedules

The Authority recognizes that employees may need flexibility as to their workday schedules to accommodate personal needs. As a benefit to employees, the Authority, at management's discretion, may allow employees to adjust their arrival and departure times

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as long as the adjustment does not interfere with Authority operations or customer service, ~~and remains within the following parameters:~~

- ~~a. Managers may permit employees to adjust their workday schedules as long as the adjustment remains within the hours of 7:00 a.m. to 5:30 p.m.~~
- ~~b. Employees are required to take at least a thirty (30) minute unpaid meal period each day when working more than five (5) hours. Meal periods shall not be taken at the beginning or at the end of employees' schedules.~~
- ~~c. Prior to changing their schedule, employees shall complete schedule election forms. Employees may change their schedule twice during a twelve-month period. Daily arrivals, departures, and meal periods shall remain consistent for the election period. All election forms shall require employee, department manager or director, and Director, Finance and Human Resources signatures and be forwarded to the Human Resources Department for processing.~~

Management reserves the right to eliminate employee accommodation schedules for any employee and/or all employees, at any time for any reason.

### B. OVERTIME

On occasion, an employee may be asked to work overtime. It is expected that the employee will make every effort to accommodate overtime requests. Whenever possible, overtime will be scheduled in advance to permit the employee to make suitable arrangements. Exempt employees are not eligible for overtime pay. Employees are not permitted to work overtime, volunteer their time, or work on their unpaid lunch breaks without authorization from their supervisors. All time worked shall be recorded. Nonexempt employees who do not record all time worked shall be subject to disciplinary action.

Nonexempt employees, with the exception of the firefighters, will be paid for overtime at time-and-a-half for all hours worked in excess of 40 hours per week. These employees are subject to the overtime pay requirements of the Fair Labor Standards Act (FLSA). Holidays, vacation leave, sick leave, paid personal time, or any paid time off shall be the only time counted towards hours worked for the purposes of calculating overtime. Any time off not paid such as leave without pay shall not be counted.

Overtime calculated for firefighters will be determined according to Section 7(k) of the Fair Labor Standards Act (FLSA). This provision establishes a maximum work period of twenty-eight (28) days, with an accompanying overtime standard of two hundred twelve (212) hours. In order to accommodate the need of employees to have stable earnings, the Authority has adopted an overtime prepayment plan. This plan which is a legal method of computing overtime, pays employees a greater amount of overtime than that which is earned during the first eight weeks of the plan's cycle; these overtime prepayment credits are then applied against the overtime earned in the final four weeks in the plan's cycle when the progress of the schedule produces the greatest amount of overtime due the employee. In this manner, the Authority is able to accommodate the competing and conflicting needs of the work schedule and employee earnings stability and maintain compliance with the overtime requirements of the Fair Labor Standards Act (FLSA). Employees who resign or are otherwise separated from the fire service during periods of the cycle which create employer overtime credits will be expected to repay any overtime prepaid, but not

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yet earned. Employees who are on leave without pay during the cycle will experience a reduction in their overtime earnings.

### C. CALLBACK PAY

When a nonexempt employee has gone home after completing his/her scheduled workday and is requested to return to the Airport, callback pay will be provided. Employees who have been called back will be paid for a minimum of two (2) hours, or for actual hours worked, whichever is higher at time-and-a-half. Travel time from home to the Airport and travel time returning home is not considered time worked. Employees' supervisors must authorize all callback requests.

Callback pay does not apply if employees are called and requested to report early for their regular shifts, nor requested to stay after they have completed their shift but not yet left the Airport premises.

### D. ON-CALL EMPLOYEES

Nonexempt employees who are scheduled for on-call hours, as defined as compensable hours worked under Fair Labor Standards Act (FLSA) regulations, shall be paid for these scheduled hours at the applicable hourly rate.

### E. TREATMENT OF INJURIES

Employees are covered by Workers' Compensation Insurance, as mandated by the State of Florida. In the case of a verified work-related injury, the Authority's Workers' Compensation insurance will provide coverage for the employee's medical hospital and related expenses, and if warranted, lost time from work.

In case of an emergency, the employee shall call Aircom or take any other measures necessary to obtain immediate help.

If an employee should have an accident on the job or witness an accident even in cases of apparent minor injuries, the employee must notify his/her supervisor immediately. An Employee Injury Form must be completed by the injured employee and submitted to the Human Resources Department within twenty-four (24) hours from the time of the injury. A witness to a work related injury shall provide a written statement to the Human Resources Department within twenty-four (24) hours after the accident.

In a non-emergency situation, when an employee believes they need medical attention, the employee shall obtain prior approval from the Director, ~~Finance and~~ Human Resources, ~~at the~~ Human Resource ~~member~~Specialist, or the Executive Vice President, CFO prior to seeing a physician. Once approval is obtained, the Human Resources Department shall authorize an appointment. If an employee sees a physician for a non-emergency work-related injury without prior approval, the workers' compensation carrier may not reimburse the employee for the unauthorized visit.

The employee will be compensated by the Authority for any absence on the day of the injury. If the initial doctor's appointment extends beyond normal work hours, the employee will be compensated in accordance with the Fair Labor Standards Act (FLSA). If the employee is under a doctor's care for a work-related injury and must arrange follow-up appointments during working hours, time taken for these scheduled appointments will be paid by the Authority, however, these

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hours away from the job for treatment will not be included as hours worked for the calculation of overtime.

The Authority is committed to providing a safe and healthy workplace. Employees will report all accidents, injuries, and unsafe conditions to their supervisors. No such report, made in good faith, will result in adverse personnel action. Employee recommendations to improve safety and health conditions will be given due consideration. While employees are on approved workers' compensation leave, upon request of the employee, the Authority will supplement their workers' compensation payments by using their sick/vacation time in amounts necessary to match, but not exceed, their base salary at the time of their injury or illness.

### F. BUSINESS EXPENSES

Employees will be reimbursed for ~~pre-approved~~ authorized business expenses. The Authority may restrict or stop business-related reimbursements at any time.

When available, employees are requested to use Authority vehicles for business travel. If employees use their personal vehicles, mileage may be reimbursed, pursuant to the Travel Policy. Time spent by nonexempt employees while traveling for business during the normal workday will be compensated in accordance with the Fair Labor Standards Act (FLSA). The Authority depends on employees to make sensible decisions regarding all business expenses. Examples of expenses eligible for reimbursement include meals, tolls, taxi/limousine fares, parking fees, meeting fees, enrollment fees, and telephone calls. Any costs for non-business personal entertainment or any expenses considered unreasonable will not be reimbursed.

A copy of the Authority's official Travel Policy is included as an addendum to this handbook. Please refer to it for specific guidance.

#### 1. Travel Expenses

Expenses shall be paid in accordance with the Authority's approved travel policy.

Prior to departing on a business trip, an employee will provide his/her supervisor with an itinerary. Employees may request permission from their supervisors for travel advances not to exceed eighty (80) percent of total anticipated expenses. A travel advance may not be requested earlier than fifteen (15) workdays before the travel period begins unless the traveler can provide justification of circumstances which may make this necessary. International travel is justification for such an earlier request.

#### 2. Interview Expenses

The President, CEO may authorize reimbursement of travel expenses for the interview of an out-of-area job candidate for a manager level and above position. Interview expenses for other positions must be approved by the ~~Authority~~ CEO, in advance of advertising for the position.

Authorized expenses, such as round trip transportation, car rental, meals, hotel, and incidental costs may be paid. A per diem expense limit will be determined prior to the actual visit.

#### 3. Relocation Expenses

If an employee is hired from out of the area, the Authority may pay relocation expenses. The decision to pay these expenses will depend on Authority needs and the employee's position.

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The President, CEO has discretion to approve or disapprove any relocation expenses. The relocation expenses may include household moving expense payments from the lowest of three (3) proposals made by bonded moving and storage companies. The household moving expense payments shall be limited to the cost of packing, shipping, and temporary storage (up to thirty (30) days) of household goods constituting personal effects and property used or to be used in the employee's dwelling. In addition to the household moving expenses, the Authority will reimburse the employee up to a maximum of \$3,000 to cover any other expenses related to his/her relocation. If the employee voluntarily leaves the Authority employment within three (3) years of the date of initial hire, he or she shall be required to reimburse the Authority said relocation expenses paid to the employee on a monthly pro-rated basis.

### 4. Business Associations

The Authority encourages employees to belong to business (professional) associations that enhance their professional recognition and knowledge. The Authority may require that an employee join a business group as the Authority's designee.

In order to receive reimbursement for dues, fees, meetings, etc., employees must receive prior authorization from their managers or directors. Nonexempt employees' participation in association activities will not be considered time worked, unless attendance at the meeting is authorized by their manager or director. When the employee's time and expenses are to be paid by the Authority, manager or director approval must be obtained prior to seeking or accepting an officer position in a business association.

## G. RECORDING TIME WORKED

Employees will be provided access to payroll software for the recording of hours worked. Each employee is responsible for maintaining their own time record and under no circumstances is a supervisor or other employee permitted to record time of another employee. The recording of hours worked for nonexempt employees on time records shall reflect the hours worked on the actual day. For example: if an employee works a shift from 21:00 to 9:00 starting on Sunday night, three (3) hours will be recorded on Sunday and eight (8) hours will be recorded on Monday, even if the Monday is the next pay period. Nonexempt employees working overtime shall record the overtime hours worked along with an explanation of the reason for the overtime. Hours worked are rounded to the nearest quarter hour. All time worked must be recorded.

Falsification of time records shall be grounds for termination.

At the end of the payroll period, each employee shall review and approve their time record. Supervisors are responsible for checking records for completeness, accuracy, and final approval. Any time records not approved by the employee and/or supervisor before payroll is completed will be printed and forwarded to the parties for their signature(s).

When there is an administrative change made to an employee's time record, payroll personnel will explain the change to the employee. Both the employee and the supervisor shall approve the updated time record. Completed and approved time records must be submitted to the Finance and Human Resources Department before 9:00 a.m. on the first workday following the end of each payroll period.

Shift workers on duty when Daylight Savings Time goes into effect may end up working an hour less than on a regular shift, even though they clock in and out at the usual time. In this case, the

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employee will be paid for the lost hour. However, this hour will not be used when calculating overtime pay.

### H. ATTENDANCE

In order to efficiently operate the Airport, a reliable and productive work force is necessary. Employees arriving on time each workday make a significant contribution towards the goal of providing the best possible service to the traveling and general public. Even though an absence or tardiness may be for a valid reason, an extra burden is placed on other employees and may result in reducing the overall quality of the Authority's service.

#### 1. Punctuality

Employees are required to report to work punctually, as scheduled, and to work all scheduled hours. If an employee arrives late or leaves early, regardless of the reason, the employee shall be considered not punctual. Nonexempt employees shall not be paid for late arrivals or early departures of seven (7) or more minutes. Excessive tardiness or a pattern of tardiness, even if for valid reasons, will be cause for disciplinary action. Falsification of time records shall be grounds for termination.

#### 2. Absence Reporting

If an employee finds it necessary to be absent from work due to illness or emergency, the employee must contact his/her supervisor directly prior to the employee's work shift or within fifteen (15) minutes after the employee's scheduled reporting time. If the employee works the night shift, the employee must call their supervisor at least one (1) hour before the employee's reporting time. In the absence of the employee's supervisor or department manager or director, the employee must notify another supervisor in the department. If a supervisor is not available, the employee must notify AIRCOM.

During a period of absence due to illness, it is important that the employee keep the supervisor informed of their health status. The employee must call daily, unless hospital confined or in those instances when the employee has been excused by their supervisor for a defined period of time. Failure to notify a supervisor of an absence will be considered an unexcused absence.

A Leave Request is required for every absence. In those cases when an employee is unable to request a leave prior to an absence, the employee shall complete the request immediately upon return.

#### 3. Excused Absence

An excused absence is prearranged and approved in advance by the employee's supervisor or if caused by a sudden emergency, sickness or accident, in which case the employee's supervisor must be notified in accordance with the absence reporting policy. Excused absences also include jury duty, personal time, vacation, bereavement, floating holidays, military duty, administrative paid leave, and discretionary paid leave.

#### 4. Unexcused Absence

An absence is unexcused if the employee's supervisor is not properly notified, an employee takes time off when the request has been denied, or an employee fails to report for work without receiving prior approval from his/her supervisor for reasons other than illness or injury. Any unexcused absence will be cause for disciplinary action.

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### 5. Excessive Absenteeism

The Authority realizes that absences are, at times, unavoidable. All employees will be treated with understanding and consideration in the event of a personal illness or emergency.

The department manager may request that the employee provide a doctor's certificate to substantiate the use of time off due to sickness.

Excessive absenteeism or a pattern of absenteeism, even if for valid reasons, shall be cause for disciplinary action up to termination.

### I. **SHIFT EXCHANGES**

It is recognized that employee shift exchanges provide certain benefits of flexibility to the employee and management. Shift exchanges are a privilege, not a right. They are not always appropriate and may present planning difficulties. At the discretion of management, shift exchanges may be limited or discontinued. Firefighters, Police, and Operations personnel are eligible for shift exchanges.

In order to exchange a shift, prior authorization must be obtained from the employee's supervisor. This authorization must be forwarded to the Human Resources department. In all cases, shift exchange authorization must be in writing and all shift exchanges must be for the total shift period. Partial shift exchanges are prohibited except for firefighters. Partial shift exchanges for firefighters require a two (2) hour minimum and one (1) hour increments thereafter. The shift exchange must be made in a manner that does not require overtime, and the time exchanged must be reciprocated within the same pay period except for firefighters. Firefighters shift exchanges must take place within the same calendar year. The only exception is when a shift exchange occurs within the last ninety (90) days of the calendar year. It may be carried over to the next calendar year, but must be totally paid back by the end of February. No employee shall have more than five (5) incomplete shift exchanges on the books at one time.

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### SECTION III – CLASSIFICATION AND PAY ADMINISTRATION

#### A. SALARY ADMINISTRATION PROGRAM

The policy of the Authority is to classify positions and pay wages in a non-discriminatory and competitive manner. The Airport Salary Administration Program is the formal system used for classifying positions and compensating employees. The Program is comprised of two components: the Classification Plan and the Compensation Plan.

#### B. CLASSIFICATION PLAN

The Classification Plan provides a systematic approach to the placement and categorization of positions in the Authority's pay structure. The Executive Vice President, CFO is responsible for the establishment and maintenance of a uniform current classification plan applicable to all Authority positions which includes:

- Overall coordination, review, and maintenance of the Classification Plan.
- Establishment of new classes and the revision or deletion of existing classes.
- Determination of all designations for the classes in the Classification Plan.
- Conducting periodic studies and surveys to assure that the Classification Plan remains current and preserves internal and external parity.

Every Authority position has been classified and assigned a grade with the exception of substitute positions in accordance with the Classification Plan. A job class specification is an objective description of an employee's present position in terms of functions, responsibilities, and qualifications required. Job class specifications exist for all Authority positions.

Whenever a new job is created, or an existing position is significantly changed, a new job class specification will be developed. The Executive Vice President, CFO and/or the Director, ~~Finance~~ and Human Resources, shall review all requests for the creation, reclassification, or elimination of positions and make approval recommendations to the President, CEO.

The President, CEO must approve any revision, creation, reclassification, or elimination of any job class specification.

##### 1. Maintenance of the Classification Plan

Periodically, job class specification reviews may be conducted to determine if changes should be made. These reviews may include desk audits, market analyses and interviews with employees and supervisors to ensure that job class specifications reflect, on a current basis, the duties being performed by employees. A desk audit is conducted at the employee's workstation or work site. It involves observation of the employee actually performing his/her work functions and comparing the observed work functions with the written job class specification.

##### 2. Classification of New Positions

To initiate the creation of a job class specification for a new position, the department manager or director (with the Executive Vice President, CFO's concurrence) or Executive



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Vice President, CFO shall draft a job class specification for the new position or provide a summary of tasks to the Director, ~~Finance and~~ Human Resources, to create a draft describing the duties and minimum requirements of the position. After creating and/or receiving the draft by the Human Resources Department, a new job class specification shall be finalized. A desk audit of a similar position, an interview with the supervisor, or a comparative market analysis may be conducted to verify appropriate classification assignment.

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### 3. Reclassification of Existing Positions

A position may be reclassified if the position has undergone substantial changes from the time the position was originally classified. Any time a department is reorganized, job specifications affected will be reviewed and, if necessary, reclassified.

Department managers or directors (with Executive Vice President, CFO's concurrence) or Executive Vice President, CFO may recommend that an existing position be reviewed for reclassification. Should an employee have facts which indicate his/her position is improperly classified; the employee may request that the department manager or director review the position's classification and request a reclassification. All requests for reclassification reviews must be written and include a statement of justification. The Executive Vice President, CFO shall review the position's classification to determine if a change is warranted. Should a position be reclassified to a higher pay grade, such action will be considered an upgrade. Should a position be reclassified to a lower grade, such action will be considered a downgrade.

If an employee is not satisfied with the outcome of a reclassification review, the employee should schedule an appointment with the Executive Vice President, CFO. The final determination in a reclassification matter rests with the Executive Vice President, CFO.

### 4. Elimination of Positions

Whenever there is justification for eliminating a position such as lack of work, reorganization, or budget constraints, the department manager, director or vice president, will make an initial recommendation to the Executive Vice President, CFO that the position be eliminated. Based on the input from the department manager or director, the Executive Vice President, CFO will finalize a recommendation to be presented to the President, CEO for approval. Based on the President, CEO's approval, a recommendation for the elimination of the position will be presented to the Authority's Board who will make the final determination. Any affected employees who lose their employment with the Authority shall be deemed to have been terminated for cause and shall not have access to the grievance procedures, but will be eligible for rehire and payout of any accrued sick and/or vacation hours.

Every effort will be made to transfer an employee whose position has been eliminated to another position for which he/she is qualified. In no case will a position be eliminated solely as means for terminating an employee.

### 5. Official Copies of Job Class Specifications

The Human Resources Department shall provide each employee with his/her job class specification. The Human Resources Department shall maintain the official job class specifications for all Authority positions. These are available for inspection, under reasonable conditions, during business hours.

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### C. COMPENSATION PLAN

The Authority offers competitive levels of compensation sufficient to attract and retain an effective and responsible workforce. The Compensation Plan is designed as a fair and equitable method for payment of Authority employees. The Compensation Plan is a basic salary schedule which is approved on a regular basis by the Authority. All provisions of the Compensation Plan are contingent upon available funds and budgeting constraints.

The Executive Vice President, CFO shall be responsible for maintenance of the Compensation Plan in accordance with sound compensation practices. Wage and salary surveys shall be conducted on a regular basis for the purpose of making recommendations for adjustments to the Compensation Plan. All changes to pay rates shall be approved by the President, CEO and the Executive Vice President, CFO.

#### 1. Salary Grades

Authority employees, with the exception of the President, CEO, shall be paid at rates which fall within approved Authority salary grades. Positions are classified and placed in pay grades using any or all of the following: an evaluation system, market analysis, desk audits, and supervisor/employee input.

Each pay grade contains a range with a defined grade minimum, midpoint, and maximum. The minimum of each pay grade shall be no less than the minimum rate of pay required by the Fair Labor Standards Act (FLSA). An employee's base salary shall not exceed the maximum of his/her grade, except when an employee receives training, inspector, incentive, or foreman payments in addition to his/her base salary.

#### 2. Merit Increases

The Merit Increase Program is designed to reward job performance. Increases are awarded to those employees whose performance is evaluated as consistently competent and/or above standard in accordance with the merit increase guidelines set each year. Employees are eligible for merit increase consideration at the satisfactory completion of one year their new hire probationary period and annually thereafter. If an employee is on unpaid leave in excess of thirty calendar days at any time during their career, the employee's scheduled performance appraisal and eligibility date for a merit increase shall be postponed for the period equal to the employee's unpaid leave and, thereafter, annually from the new review date. Merit increases are calculated on base salary only and shall not be awarded more than once each year.

#### 3. Maximum Rate of Pay

When an employee reaches the maximum of their assigned grade, the employee will be eligible to receive a lump sum payment equal to the percentage earned on the employee's annual performance appraisal. The formula for this payment is gross annual salary times the merit increase matrix percentage equals the lump sum payment. This lump sum payment will not be added to the employee's base pay.

#### 4. Promotions

A promotion is defined as an employee's assumption of a new position in a higher grade. When an employee is promoted, the employee will receive a percentage increase over current salary not to exceed the maximum of the new grade. This percentage will be designated in each fiscal year's budget. If this increase does not bring the employee to the minimum of the new grade, the employee will be placed at the minimum of the new grade.

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One (1) year probationary employees may be considered for an internal promotion for which they are qualified.

All promotional increases must be approved by the Executive Vice President, CFO and the President, CEO. A promoted employee will be formally appraised twice during the first year of their promotion; at the completion of six (6) months and again after their one year in the new position, at which time they may be eligible for a merit increase and thereafter, annually from that review date.

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5. Demotions

A demotion is defined as a voluntary or involuntary change of an employee's present grade to a lower grade. When an employee is demoted to a position in a lower grade, the employee will retain his/her rate if it is within the parameters of the lower grade. If an employee's current base salary is above the maximum of the new grade the employee's base salary will be reduced to the maximum of the new grade. If the demotion is due to disciplinary action pursuant to this policy, the employee's base salary will be reduced to the same percentage of midpoint as in the previous grade.

6. Interim Position

An employee may be placed in an interim position when the employee is requested to work at a higher grade on a temporary, incidental, or emergency basis. Employees may be placed in an interim position for thirty (30) calendar days or less without an increase in pay. In the event an interim position exceeds thirty (30) calendar days, the employee shall be given a provisional (interim) appointment to the position, and will receive a percentage increase over current salary, not to exceed the maximum of the new grade. This percentage will be designated in each fiscal year's budget. If this increase does not bring the employee to the minimum of the new grade, the employee will be placed at the minimum of the new grade.

In those cases when the employee does not meet the minimum requirements of the interim position, a new job class specification shall be developed and graded to encompass the additional duties of the interim position.

At the conclusion of the interim assignment, the employee's salary shall be returned to his/her rate of pay prior to the interim assignment. Interim assignments shall not exceed six (6) months unless otherwise determined by the President, CEO. Interim assignments do not affect benefit eligibility, and the employee's annual review date shall remain the same.

Prior to any employee being permanently placed in the interim position, that position shall be posted and/or advertised in accordance with Authority policy. In the case of an interim appointment of a President, CEO, the Board shall set an appropriate increase.

7. Upgrade/Downgrade

Occasionally, positions undergo changes in their required responsibility levels. When this happens, the position will be reviewed and may be upgraded or downgraded depending on the circumstances.

Should a position be upgraded, the employee in the position shall be provided with a five percent (5%) increase. Should the increase not bring the employee to the minimum of the new grade, he/she shall be provided with an increase to the minimum of the new grade.

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Should a position be downgraded, the employee shall be compensated at his/her rate of pay prior to the downgrade if it is within the parameters of the new grade. If the employee's salary exceeds the maximum, his/her salary will be decreased to the maximum of the new grade.

Whenever an employee's position is reclassified to a new grade, the employee's merit consideration date shall remain the same.

### 8. Starting Rates for New Hires

In most cases, a new hire shall be paid the minimum of the position's pay grade. Exceptions may be granted when the new hire exceeds the minimum qualifications of the job class specification; the Authority has difficulty locating a qualified candidate; or when other unusual circumstances are present. Should a selected candidate warrant a higher rate than the minimum of the grade, the candidate may be appointed above the grade minimum not to exceed fifteen percent (15%). All requests for a new hire starting above the minimum salary must be in writing and include a statement of justification.

Exceptions to this policy shall only be granted with prior approval from the department director, the Executive Vice President, CFO and the President, CEO.

### 9. Transfers and Reassignments

Employees may be transferred or reassigned to a lateral position, at management discretion, while remaining at the same pay grade. These lateral transfers or reassignments will not affect employees' pay grades, pay rates or merit increase consideration dates.

### 10. Incentive Pay for Police Officers and Fire Personnel

Police Officers and Fire Personnel are eligible to participate in an incentive pay program administered in accordance with prevailing Florida law. Incentive pay shall commence the first of the month after submission and approval of documentation. Compensation will not be made retroactive and shall not be considered a part of base pay.

### 11. Foreman Positions

Employees assigned to Foreman positions will receive an additional seven percent (7%) of their base salary for assuming supervisory functions in addition to their regular duties. These supervisory functions may include: providing input into project-related decisions, scheduling work assignments, ordering supplies, and/or taking charge in the absence of the supervisor.

Employees may be assigned to, or removed from, foreman positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional seven percent (7%) of their base salary. In the event an employee considers his/her removal from a foreman position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures as described in Section V of this handbook. Removal from a foreman position is not considered a demotion, and employees in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 12. Corporal Positions

Police Officers assigned to Corporal positions will receive an additional five percent (5%) of their base salary for being the officer in charge until a person of higher authority arrives or is needed. Police Officers may be assigned to, or removed from, Corporal positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five percent (5%) of their base salary.

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### 13. Senior Firefighter Positions

Firefighters assigned to Senior Firefighter positions will receive an additional five percent (5%) of their base salary for being their shift's leader, and until a person of higher authority arrives or is needed. Firefighters may be assigned to, or removed from, Senior Firefighter positions at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five percent (5%) of their base salary. In the event an employee considers his/her removal from a Senior Firefighter position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Senior Firefighter position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 14. Fire Training Coordinator Positions

Training Coordinator positions will be responsible for the establishment and maintenance of a current training program as directed by the Fire Chief. The Training Coordinators will each be Certified as a Fire Instructor I in the State of Florida. Firefighters assigned to the Training Coordinator positions will receive an additional two and one-half percent (2.5%) of his/her base salary for assuming the training function in addition to his/her regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or removed from the Training Coordinator position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional two and one-half (2.5%) of his/her base salary. In the event an employee considers his/her removal from a Training Coordinator position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Training Coordinator position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### 15. Supporting Fire Inspector Positions

~~The Lead Fire Inspector position will be responsible for the establishment and implementation of a fire inspector program as directed by the Fire Chief. The Lead Fire Inspector and~~ The Supporting Fire Inspectors will each be Certified as a Fire Inspector I in the State of Florida. The firefighter assigned to the ~~Lead position will receive an additional three percent (3%) and~~ Supporting Fire Inspectors will receive an additional one percent (1%) of his/her base salary for assuming the Supporting Fire Inspector function in addition to his/her regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or removed from the Supporting Fire Inspector position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional ~~three percent (3%) or~~ one percent (1%) of his/her base salary. In the event an employee considers his/her removal from a Supporting Fire Inspector position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from a Supporting Fire Inspector position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### EMS Training Coordinator Position

Personnel assigned to the EMS Training Coordinator position will be responsible for the development, implementation, and maintenance of a current training program, as directed by the Fire Training Captain. Individuals in this role must be certified as paramedics in the State of Florida. Paramedics assigned to the EMS Training Coordinator position will receive an additional

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five (5%) of their base salary for fulfilling training responsibilities in addition to their regular duties. Assignment to this position is made for an undetermined period and is not considered permanent. An employee may be assigned to or remove from the EMS Training Coordinator position at the sole discretion of management, with or without cause, for any reason, at any time, and the employee will no longer receive an additional five (5%) of his/her base salary. In the event an employee considers his/her removal from an EMS training Coordinator position to be unjustified, the employee's sole recourse is to file a grievance pursuant to the Authority's Informal Resolution/Formal Grievance Procedures. Removal from an EMS Training Coordinator position is not considered a demotion, and firefighters in such cases will not have recourse to a Predetermination Conference or an Evidentiary Hearing.

### Shift Differential

To support the attraction and retention of staff for less desirable shifts, non-exempt employees except ARFF personnel who work between the hours of 10:00 p.m. and 6:00 a.m. will receive shift differential pay for all hours worked during that time period. The current shift differential rate is available through the Human Resources Department.

#### 16. Special Pay Conditions

If unusual conditions exist for which provisions are not in place, such as an internal parity circumstance, the necessity for a deviation from hire compensation guidelines, etc., the President, CEO may approve a change to the established compensation policies. The approval must be in writing based on the recommendation of appropriate management staff and the Executive Vice President, CFO.

Special pay increases shall not result in an employee's base rate of pay exceeding the maximum of the position's grade.

#### 17. Effective Increase Date

Merit or other increases will be effective on the employee's scheduled merit increase consideration date, actual promotion/demotion date, or interim change date. When an employee is on an unpaid leave in excess of thirty (30) calendar days at any time during their career, the employee's effective increase date shall be postponed for the period equal to the employee's unpaid leave. Except where an Authority approved contract governs, under no circumstances shall an employee be provided with a retroactive salary adjustment.

### **D. PERFORMANCE APPRAISAL**

The Authority's Performance Appraisal procedure provides an opportunity for two-way communication between the employee and the supervisor to discuss accomplishments and deficiencies in past performance, clarify future objectives, and provide information regarding performance in relation to established job standards. Employees' performance appraisals serve as a basis for recommending salary increases and making promotion, demotion, termination, and career development decisions. Employees' performance will generally be evaluated annually.

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Performance objectives shall be determined prior to the employee's formal appraisal. When a new employee is hired or an existing employee is placed in a new position, a Commitment Setting Session shall be held within the first eight (8) weeks of an employee's start date in the position. Within two (2) weeks following the Commitment Setting Session with the employee and in those situations where there are no prior approved standardized objectives already in use, the supervisor shall afford the Director, ~~of Finance and~~ Human Resources the opportunity to review objectives and provide comments.

~~New hire probationary~~ Employees' except substitute employees performance will be formally appraised twice during the first year of employment; at the completion of six (6) months and again after their one (1) year anniversary date, at which time they may be eligible for a merit increase.

Employees who are demoted or promoted shall be formally evaluated at the completion of six (6) months in their new positions and again after one year in the new position, at which time they may be eligible for a merit increase, and thereafter, annually from that review date.

All performance reviews shall be completed and submitted to the Human Resources Department on time. An employee's performance appraisal will be placed in his/her personnel file after it is presented to, reviewed, initialed and signed by the employee. Any rebuttal or comments written in response to a performance review will also be placed in the file.

### E. PAYCHECK DISTRIBUTION

Employees are paid biweekly, on Friday. All employees are eligible to have direct deposit. Employees may visit the payroll provider portal to access their earnings for a specific pay period.

Any employees receiving an actual check will be required to pick up their check personally from the Human Resources department either on Thursday after 2:00 p.m. or Friday, during their break, lunch period, or after shift, during the hours of 8:00 a.m. and 4:00 p.m. Checks are mailed to the Authority offices from our payroll provider, so the Authority cannot guarantee the checks will arrive on the scheduled pay date.

A separated employee will be issued their final paycheck on the next scheduled payroll date following their separation.

### F. PAYROLL DEDUCTIONS

The Authority is required by state and federal laws to withhold estimated income taxes from employees' paychecks. Deductions are made according to tax tables and information provided on W-4 forms. Social Security and Medicare deductions will also be made in accordance with the FICA rate currently in effect. In addition, any group medical employee premium payments will automatically be deducted.

An employee may have additional amounts deducted for specific purposes, such as deferred compensation, supplemental life insurance, United Way deductions or other voluntary deductions offered by the Finance and Human Resources Department.

If you believe that an improper deduction has been made to your salary, you must immediately report it to the Director, Human Resources. Reports of improper deductions will be promptly



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investigated and, if it is determined that an improper deduction was made, the deduction will be reimbursed.

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### **G. COURT ORDERED GARNISHMENTS**

Court ordered garnishments are processed by the Finance and Human Resources Department as prescribed by law. While a single garnishment or creditor problem will not affect an employee's record, repeated debt problems may result in disciplinary action.

### **H. LOANS/ADVANCE PAYMENTS**

The Authority does not make direct loans to employees nor provide loans in the form of pay advances. If an employee is having creditor problems or faces legal action resulting from indebtedness, the employee should contact an employee assistance program representative and request advice regarding possible solutions.

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### SECTION IV – EMPLOYEE BENEFITS

SUMMARY OF BENEFITS			
Benefit	Full Time	Part Time	When Eligible
Insurance			
Medical	✓		1st of month after 30 days
Dental	✓		1st of month after 30 days
Life Insurance	✓		1st of month after 30 days
Employee Assistance Program	✓	✓	1st of month after 30 days
Time Off Benefits			
Sick Leave *	✓	✓	3 Months
Vacation Leave *	✓	✓	6 Months
Floating Holidays *	✓	✓	6 Months
National Holidays *	✓	✓	Immediate
Short-Term Disability	✓		1 year
Family Medical Leave	✓	✓	1 year; 1,250 hours
Retirement Benefits			
SMAA Retirement Plan **	✓	✓	6 Months
Educational Benefits			
Reimbursement for continuing education	✓		6 Months
Voluntary/Optional			
Pre-Paid Legal Plan	✓	✓	1st of the month after 30 days
Deferred Compensation Plan	✓	✓	90 days
Supplemental Life Insurance	✓		1st of month after 30 days
Supplemental Medical Insurance	✓		1st of month after 30 days

\*Must work an average of 20 or more hours a week to receive benefits

\*\* Must have worked 1,000 hours in the fiscal year.

All benefits above are subject to the terms, conditions and limitations of each benefit program.

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### A. HOLIDAYS

#### 1. Holiday Hours

All full-time and part-time employees averaging 20 or more hours per week are eligible for holiday benefits according to the following table:

<u>Work Schedule</u>	<u>Hours per Scheduled Holiday</u>
Full-time	8
Part time	6

If any current year holiday schedule reflects a half-day holiday, employees will receive one-half of the above hours, based on full-time or part-time status.

#### 2. Approved Holidays

Prior to the beginning of each calendar year, the Authority shall establish the approved holiday schedule. Any scheduled holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on a Sunday will be observed on the following Monday. When Christmas Eve falls on a Sunday, the Christmas Eve holiday shall be observed on the preceding Friday.

For Police, Operations, Fire and any other employees who have alternate schedules other than Monday through Friday, the paid holiday will be the nationally observed holiday. For example, if the Authority designates Friday, July 3rd as the day the Authority offices are closed, Saturday July 4th is the day holiday pay and any accompanying overtime will be recognized for those scheduled shift workers.

For these employees, if the holiday falls on a day outside of their normal work schedule, the employee will be paid eight (8) hours for the holiday in addition to their forty (40) regular hours for the week. In this instance, the eight (8) holiday hours are not included in the calculation of overtime.

#### 3. Payment for Work on Holidays

If required to work on a scheduled holiday, nonexempt employees will be paid time and a half and exempt employees straight time for all hours actually worked in addition to their scheduled holiday pay.

If a paid holiday occurs during an authorized absence, the employee will be paid for the holiday. If an employee takes an unexcused absence the day prior to or following the scheduled holiday, the employee will not be paid for the holiday. An employee on Unpaid Administrative (non-required), Discretionary Leave, Short Term Disability or Workers' Compensation Leave will not be paid for scheduled holidays while on leave.

#### 4. Floating Holidays

On January 1 of each year, employees who have completed six (6) months of continuous employment will be credited with the equivalent of two (2) floating holidays according to the following table:

<u>Work Schedule</u>	<u>Floating Holiday Hours</u>
Full-time	16
Part-time	12

## Personnel Policy

New employees whose six (6) month anniversary occurs on or before June 30 will be credited with floating holiday hours as above. New employees whose six (6) month anniversary occurs after June 30 will be credited with one-half (1/2) of the hours indicated above.

Floating holidays will not exceed sixteen (16) hours in a calendar year and for non-shift workers must be taken in whole day increments of eight (8) hours, Shift workers may take ten (10) hours as the first floating holiday and take the remaining six (6) hours as a second partial floating holiday. Floating holidays cannot be carried over from one calendar year to the next. Employees must exhaust all available floating holidays, personal time and vacation time prior to taking leave without pay.

Employees who separate for any reason will not be paid for unused floating holidays. A supervisor may not approve floating holiday time once an employee has submitted their notice of resignation.

### B. VACATIONS

The Authority provides vacation leave so that employees may take restful paid time away from the regular routine of the workplace. Full-time and part-time employees are eligible for vacation leave accrual, and it may be used for any purpose. The vacation year is January 1 through December 31.

#### 1. Accrual Policy and Eligibility

Upon completion of six (6) months of continuous employment, full-time and part-time employees averaging 20 or more hours a week will receive vacation hours according to the following table:

<u>Work</u> <u>Schedule</u>	<u>Vacation</u> <u>Hours</u>
Full-time	40
Part-time	30

Thereafter, vacation will accrue in accordance with the accrual schedule included in this section of the handbook. Employees on Unpaid, Administrative, Discretionary Leaves, and Short Term Disability or out on Worker's Compensation leave in excess of fourteen (14) calendar days will not accrue vacation during the leave period.

Employees who terminate prior to twelve (12) months of continuous employment will not receive vacation leave pay. A supervisor may not approve vacation time for an employee with less than twelve (12) months of continuous employment once an employee has submitted their notice of resignation. Employees who terminate for any reason after twelve (12) months of continuous employment will receive payment for all accrued unused vacation hours at their present rate of pay. All vacation pay due will be included in the employee's final check. However, any employee terminated for cause shall not be eligible to receive payment for accrued vacation time. For Authority employees who are employed at will, no accrued vacation will be paid if the employee is terminated for any violation of the personnel policy.

In the event of the death of an employee, payment for all accrued unused vacation shall be made to the employee's beneficiary, estate, or as provided by law.

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Employees may carry over a maximum of one hundred-twenty (120) vacation hours and any firefighter working 24 hour shifts may carry over a maximum of one hundred sixty-eight (168) vacation hours from one calendar year to the next; all hours over one hundred twenty (120) will be forfeited. Employees are encouraged to take accrued vacation leave prior to the end of the calendar year. The vacation accrual is outlined below:

### Full-time Employee Accrual Schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>	<u>Biweekly Yearly Equivalent</u>
1-5 yrs.	3.08 hrs.	2 weeks
6-10 yrs.	4.62 hrs.	3 weeks
11+ yrs.	6.15 hrs.	4 weeks

### Firefighter Employee Accrual Schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>	<u>Biweekly Yearly Equivalent</u>
1-5 yrs.	7.38 hrs.	8 Shifts
6-10 yrs.	9.23 hrs.	10 Shifts
11 + yrs.	11.00 hrs.	11.91 Shifts

Part-time employees will accrue at seventy-five percent (75%) of the full time employee accrual schedule.

## 2. Request for Vacation Leave

Every effort will be made to allow employees' vacation time in accordance with their requests. Employees shall request vacation leave in advance with as much notice as possible. The further in advance the request is received the greater the likelihood that the request will be honored. In instances when more than one employee requests the same vacation schedule, or the department or Airport operations cannot accommodate the employee, management retains discretion to deny any request for vacation leave. A request for vacation leave shall be made in advance, completing the request online. In the event the request cannot be completed prior to taking vacation leave, the employee shall complete the request immediately upon return to work.

Vacation leave shall not be used in less than one half (1/2) hour increments. Vacation leave accrual must be accrued before it can be taken, and employees will not be paid in lieu of taking vacation, except as defined under the Vacation Buy Back policy.

Any extension of a scheduled vacation must be authorized. If not authorized, the employee will not receive payment for additional time taken, and the extension will be considered an unauthorized absence.

Employees must exhaust all available floating holiday, personal time and vacation time prior to taking leave without pay.

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### 3. Vacation Buy Back

Full-time employees accruing a minimum of ~~80~~<sup>120</sup> vacation hours or Full-time firefighter employees accruing a minimum of ~~143~~<sup>240</sup> vacation hours at the beginning of the calendar year, who have taken at least ~~48~~ hours (~~71~~<sup>143</sup> for firefighters) of vacation in the calendar year, may request to receive up to 40 hours (71 for firefighters) vacation in the first pay in January. Request must be a minimum of 10 hours (18 for firefighters). The Authority will pay Vacation hours at the employee's base rate at the time of the buyback.

### C. SICK LEAVE

The Airport Authority grants full-time and part-time employees sick leave benefits as insurance to provide for continued income during a sickness or injury, family illness, or recognized practitioner appointment(s).

#### 1. Sick Leave Accrual

Sick leave accrues for full-time, firefighters and part-time employees working an average of 20 or more hours a week on a biweekly basis according to the following table:

<u>Work Schedule</u>	<u>Biweekly Accrual Rate</u>
Firefighters	4.89
Full-time	3.69
Part-time	2.77

Upon hire, sick leave benefits begin to accrue, but are not available for use until the completion of three (3) months of continuous employment. Employees on Unpaid, Administrative, Discretionary Leaves, and Short Term Disability or on worker's compensation leave in excess of fourteen (14) calendar days will not accrue sick leave during that time.

#### 2. Use of Sick Leave

Sick leave may be used for an employee's personal illness or injury, and to care for an immediate family member during an illness or injury. For this policy, immediate family is defined as spouse, child, parent, step-parent or other financially dependent relative living in the employee's household, or any person for whom the employee is the legal guardian. Additionally, an employee may use consecutively up to four (4) weeks sick leave to care for a wife and/or child after the birth of a child. Sick leave shall be utilized in no less than one-half (1/2) hour increments. When it is not possible to arrange doctor, dentist, or other recognized practitioner appointments during off-duty hours, the employee may use sick leave not to exceed the time required to complete the appointment. Sick leave shall not be used in place of or in addition to vacation time.

A supervisor may not approve sick time without a doctor's note once an employee has submitted their notice of resignation.

#### 3. Request for Sick Leave

Paid sick leave may not be taken prior to the posting of accruals. Employees shall provide as much advance notice of any anticipated absence as possible, especially in cases of scheduled hospital stays or doctor appointments. Employees shall complete a Leave

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Request documenting expected length of absence. If advance notice cannot be provided, the Leave Request shall be completed immediately upon the employee's return to work.

The department manager may request that the employee provide a doctor's certificate to substantiate the use of sick leave. Excessive absenteeism or a pattern of absenteeism, even if for valid reasons, shall be cause for disciplinary action.

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### 4. Personal Time

Upon providing advance notice and receiving approval from their supervisors, full-time and part-time employees may use a portion of their sick leave in a calendar year as personal time according to the following table:

<u>Work Schedule</u>	<u>Calendar Year Personal Hours</u>
Full time	16
Part time	12

Personal time must be taken in one (1) hour increments and may not be used prior to the actual accrual posting, and may be used to augment vacation. Any remaining personal hours not used in a calendar year are carried over to the next year as regular sick leave. Other sick leave hours cannot be applied to vacation leave or used for any other personal reason.

Under no circumstances can any sick leave, including personal time, be applied to prearranged overtime, lateness, or on-call absence.

A supervisor may not approve personal time once an employee has submitted their notice of resignation.

### 5. Exhaustion of Accumulated Sick Leave

Employees who have used all their accrued sick leave will be required to use any other available accrued leave prior to taking time off without pay. When nonexempt employees exhaust all available leave, they will not be paid for absences; exempt employees will not be paid for absences of a whole day or more in accordance with Fair Labor Standards Act (FLSA).

### 6. Payment In Lieu of Sick Leave

Sick leave continues to accrue each year with no maximum limit. Upon termination, employees shall be paid a percentage of their accumulated sick leave at their rate of pay at termination in accordance with the following schedule. However, any employee terminated for cause shall not be eligible to receive payment for accrued sick leave. For Authority employees who are employees at will, no accrued sick leave will be paid if the employee is terminated for any violation of the personnel policy.

<u>Continuous Years of Employment</u>	<u>Payment</u>
Less than 5 years	0.00%
5-9 years	20.00%
10+ years	<del>33.33</del> 40%

In the event of the death of an employee, payment for accrued sick leave shall be made to the employee's beneficiary, estate, or as provided by law according to the sick leave payment schedule above.



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### D. LEAVES OF ABSENCE

The Airport Authority may grant leaves of absence for varying duration depending on the circumstances and reason for the request. In all cases, leaves must be authorized and a Leave Request must be completed and forwarded to the Finance and Human Resources Department.

Employees should give as much advance notice to their supervisors as possible. The reason for the leave will determine if it is a paid or unpaid leave.

### E. DISASTER RELATED ADMINISTRATIVE LEAVE

The President, CEO may make a disaster determination in anticipation of or after the occurrence of a disaster and may grant administrative leave to personnel. Department Vice-Presidents, Directors, Managers, and Supervisors shall disseminate the disaster determination to all departments to ensure receipt by all employees.

The President, CEO may grant administrative leave to employees in anticipation of or after the occurrence of a disaster, whether natural or man-made. The President, CEO may also authorize the use of sick leave time to any employee who is a victim of a disaster. Any disaster declaration shall expire at 11:59 p.m. that day unless re-issued for the following day. This policy shall apply for each additional day so designated by the President, CEO.

In the event of a disaster declaration, designated essential personnel determined by the President, CEO or his/her designee, shall be required to remain at or report to work for normal shifts. During the declared disaster, work shifts may be extended at the discretion of the President, CEO or his/her designee.

A disaster determination means that all personnel will receive Administrative Paid Leave for the balance of his/her normal work day. Any non-exempt, essential personnel assigned to work during a disaster will be compensated in accordance with procedures established for regular and overtime pay. In addition, they may receive up to eight (8) hours of administrative disaster leave for each day declared a disaster. Administrative disaster leave will not be counted towards hours worked for the purpose of calculating overtime. Any employee called in to work outside of his/her normal work hours shall be paid according to Section II.C., "Callback Pay," of the SMAA Personnel Policy.

Additionally, any non-essential personnel who have previously scheduled any paid leave during the disaster period will not receive Administrative Paid Leave for the designated disaster period unless called in to work.

Any essential-personnel or employee required to report to work during the disaster who fails or refuses to report and/or to perform duties as directed will be subject to disciplinary action up to and including termination. The only exception will be for employees physical or medically unable to report or perform as directed. Employees claiming a physical inability to report when required are not permitted to cite fear of travel during the disaster, or a general concern for not staying with family. Designated essential personnel have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report to work. Only extraordinary incidents of inability to report beyond the employee's ability to control will be excused. The employee must immediately contact his/her supervisor and must use vacation time or personal time, if available, in these instances.

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The President, CEO may allow sick leave hours to be utilized under this policy by any employee who has sustained severe damage to or complete loss of his/her primary personal residence or has been ordered to evacuate that residence as a result of a natural disaster.

The President, CEO has sole discretion to authorize the use of sick hours for any employee who meets all the following criteria:

- The event resulted in a formal declaration of a State of Emergency by the Governor of Florida or received federal disaster status.
- The employee's home was located in the officially declared disaster area.

Formal documentation from a recognized disaster relief organization or property insurance company that verifies the employee's home is temporarily or permanently uninhabitable as a result of the declared disaster event shall be required. A copy of this formal documentation must be forwarded to the Finance and Human Resources department. The SMAA will NOT pay for expenses incurred by the employee in recovering from the personal effects of a disaster.

### F. PAID LEAVES

Full-time and part-time employees are eligible for designated paid leaves. Paid leaves generally are for short durations and specific circumstances to include court appearances, jury duty, military duty, bereavement administrative, and discretionary. Short Term Disability and Workers' Compensation are not considered a paid leave. All employee benefits already provided to an employee prior to taking a paid leave shall continue during the paid leave.

#### 1. Court Appearances

An employee, who is required or subpoenaed to appear in court on behalf of the Authority, will be permitted to serve the court for the period of time required with full pay. Travel, parking fees, and other reasonable associated costs incurred shall be paid by the Authority. All witness fees shall be given to the Finance and Human Resources Department. All fees received by the employee from the court for those days the employee is compensated by the Authority, excluding mileage and parking, shall be given to the Finance and Human Resources Department.

Employees who appear in court unrelated to Authority business, for personal litigation, criminal charges, or on a voluntary basis must use accrued leave.

In all cases, employees must present documentation indicating that court attendance is required. Employees will be required to report to work for any part of their regular workday for which they are not required to be in court.

#### 2. Jury Duty

Whenever an employee is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from work and paid for each day served at his/her regular daily rate of pay based on their usual hours scheduled per day. Employees will not be paid for days they would not have normally been scheduled to work. Employees are required to report to work if excused from jury duty during their regular working hours. A Leave Request must be completed and submitted with a copy of the court provided letter stating the employee reported for jury duty forwarded to the Finance and Human Resources department.

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### 3. Military Duty Leave (Reserves and National Guard)

Full-time and part-time employees who are members of any of the United States Armed Forces Reserves or the National Guard shall, upon request, be granted paid leaves of absence for military service, training, or other obligations in compliance with state and federal law. Employees are asked to give their immediate supervisors as much advance notice about the need for such leave as possible. Available documentation from the appropriate military authorities, such as military orders, should accompany this notice.

Employees on Military Duty leave shall receive up to a maximum of 240 hours of paid leave in a "rolling" twelve (12) month period, which is measured backwards from the date any employee's Military Duty leave would begin. Employees will be paid at their regular rate of pay based on their usual hours scheduled per week. If an employee requires a leave of absence that would exceed the maximum 240 working hours, the employee shall be placed on unpaid Military Leave in accordance with Section IV G.2, Unpaid Active Military Leave.

### 4. Bereavement

If a death occurs in the immediate family, full-time employees will receive pay for up to three (3) consecutive scheduled working days with the exception of firefighters. Full-time Firefighters will receive paid bereavement leave up to twenty-four (24) hours. Part-time employees will receive up to sixteen (16) hours.

Immediate family, for the purpose of this policy, is defined as spouse and any of the following of the employee or the employee's spouse: parent, step-parent, grandparent, step-grandparent, brother, step-brother sister, step-sister, child, step-child, grandchild, step-grandchild, son-in-law, daughter-in-law, foster parent, and foster child.

A maximum of one (1) scheduled working day may be granted to attend the funeral of an aunt, uncle, niece, nephew or cousin.

Should additional time be required by the employee, vacation leave, personal time, floating holiday or up to sixteen (16) hours of sick time may be used.

Except in emergency situations, employees must receive approval from their supervisors prior to taking time off for bereavement. Upon return from bereavement leave, employees must submit a Leave Request and forward the documentation of the death and the relationship to the employee, such as an obituary to the Finance and Human Resources department.

### 5. Required Administrative Paid Leave

The President, CEO and the Executive Vice President, CFO will have sole discretion to require an employee to take a Required Administrative Paid Leave. Employees will be paid at their regular rate of pay based on their usual hours scheduled per day. Supervisors may place an employee on Required Administrative Paid Leave in instances where safety or the severity of an infraction or other extenuating circumstances warrants such action. In those cases, the Executive Vice President, CFO must be notified at once.

While not all inclusive, some situations that may be cause for a Required Administrative Paid Leave include the necessity for an audit, investigation of a reported incident, or awaiting receipt of drug test results. Required Administrative Paid Leaves shall not exceed thirty (30) calendar days. Employees on Required Administrative Paid Leave will not accrue vacation and sick time while on leave.

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### 6. Discretionary Paid Leave

In appropriate circumstances, the President, CEO may authorize up to one hundred and sixty (160) hours of Discretionary Paid Leave. Discretionary Paid Leave shall not be permitted more than once during an employee's tenure with the Authority. Employees on Discretionary Paid Leave will not accrue vacation and sick time while on leave.

### 7. Hospice Leave

The Authority will provide paid leave for terminally ill employees for a period not to exceed six (6) months. At the end of a six (6) month Hospice Leave, the employee shall be terminated. This leave is limited to current full-time and part-time employees who have been continuously employed by the Authority for more than two (2) years. The terminal illness must be certified by a physician, accepted by the Authority, and the employee must be disabled and unable to work due to the terminal illness.

Before the employee is eligible to receive Hospice Leave, he/she must exhaust all available time to include vacation leave, sick leave, and floating holidays. The amount of payment provided shall be equal to the employee's current gross salary less any disability payments.

Employees, while on Hospice Leave, will not accrue sick leave or vacation leave and are not entitled to holiday pay. All other benefits will continue during this six (6) month period.

## G. UNPAID LEAVES

The Authority may grant an unpaid leave of absence to help address personal situations which may arise during an employee's career with the Authority. Such absences may be allowed for reasons that include but are not limited to personal and medical.

Management has sole discretion whether to grant unpaid leave. Any such request must be initiated by submitting a request to his/her immediate supervisor. The employee must provide thirty (30) days advance notice when the leave is foreseeable. If thirty (30) days' notice is not possible, notice must be given as soon as practicable.

The decision to grant a leave shall depend on the merits of each individual case. In making this decision, such factors as the reason for and length of the leave shall be considered. A leave of absence shall only be granted with prior approval from the department director, the Executive Vice President, CFO and the President, CEO.

Unpaid leave may be granted for a maximum of six (6) weeks unless approval for an extension is obtained from the Executive Vice President, CFO. Unpaid leaves in excess of thirty (30) calendar days do not count as active employment for determining length of service. If an employee is on an unpaid leave in excess of thirty (30) calendar days, the employee's scheduled performance appraisal and eligibility date for a merit increase shall be extended for the period equal to the employee's leave. The employee on leave is entitled to any across the board pay increases provided to other employees during the leave period. Employees on unpaid leaves shall not accrue vacation leave or sick leave and shall not be entitled to holiday pay.

Employees shall use all available accrued paid leave, prior to taking time off without pay. Sick leave usage shall comply with Section IV (C) (2).

When an unpaid leave is taken, the employee may be required, at the discretion of management, to provide periodic updates including the expected return date.

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If the employee is or becomes enrolled in the Authority group insurance plan during the unpaid leave, the employee shall be responsible for paying his/her contribution, including the dependent coverage contribution for the remaining time of unpaid leave. Payments must be received by the Finance and Human Resources Department as specified by management. If payment is more than thirty (30) days late, the insurance may be terminated. Should the employee not return to work on his/her leave return date, he/she shall be required to repay payments made by the Authority during the leave period.

When an employee returns to work after an unpaid leave, the Authority shall make every effort to reinstate the employee to his/her position or a comparable position. If during any unpaid leave, the Authority's circumstances change to the extent that it would be impossible or unreasonable to provide reinstatement, the employee shall be terminated unless prohibited by applicable law.

If an employee takes outside employment, or applies for unemployment insurance while on an unpaid leave, such action shall be grounds for termination. An employee who fails to return to work from an authorized leave on his/her leave return date shall be considered to have voluntarily resigned.

### 1. Family Medical Leave (FMLA)

**Background:** The Family and Medical Leave Act (FMLA) of 1993 was enacted to allow employees to balance their work and family life by making available reasonable unpaid leave under certain specified circumstances.

**Eligibility:** If you have worked for the Authority a minimum of twelve (12) months (which need not be consecutive), and have provided the Authority with at least 1,250 hours of service during the twelve (12) month period preceding the commencement of your FMLA leave, then you are eligible for leave under the FMLA. SMAA employees who are not eligible for FMLA may be entitled to and granted leave pursuant to other policies. In such cases employees should contact the Human Resources department.

If you are a FMLA-eligible employee, you are normally entitled to twelve (12) weeks of FMLA unpaid leave during each applicable twelve (12) month period.

However, one exception to this twelve (12) week entitlement is if you are taking leave pursuant to the Military Caregiver Leave provisions of the FMLA. In that case, an eligible employee is entitled to take a total of twenty-six (26) weeks of FMLA unpaid leave during a single 12-month period. No more than twelve (12) weeks of this combined total of twenty-six (26) weeks can be for non-Military Caregiver Leave.

A second exception is when a married couple who are both employed by the Authority are entitled to a combined total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth of a child, the placement of a child with the employees for adoption or foster care, or the care of a parent with a "serious health condition." This duplicate exception does not apply to leave for the employee's own "serious health condition" or the "serious health condition" of a spouse or child. In such cases, the wife is entitled to twelve (12) weeks and the husband is entitled to twelve (12) weeks. Likewise, if spouses, who are both employed by the Authority and are both eligible for FMLA leave, require Military Caregiver Leave, they are entitled to a combined total of twenty-six (26) weeks of leave (rather than twenty-six (26) weeks each) for the birth of a child, the placement of a child with the employees for adoption or foster care, the care of a parent with a "serious health condition", or to care for a covered service member with a serious injury or illness.

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**Measure:** In determining the leave available to a FMLA eligible employee, a "rolling" twelve (12) month period measured backwards from the date an employee's FMLA leave would begin, will generally be utilized. However, there is an exception to this method of measuring the amount of leave available to an eligible employee when FMLA leave is taken to care for a covered service member (Military Caregiver Leave). For this type of leave, the applicable period is a single 12-month period, which begins on the first day the eligible employee takes Military Caregiver Leave and ends 12 months after that date.

**Reason for Leave:** Eligible employees may take FMLA leave for the following reasons:

- the birth of a child, and to care for the newborn;
- the placement of a child with you for adoption or foster care;
- to provide care for your child, spouse, or parent who has a "serious health condition;"
- your own "serious health condition" which renders you unable to perform any one of the essential functions of your job. (Job-related (workers' comp) injuries and illnesses, and pregnancy-related conditions, that render you unable to perform an essential function of your job will normally constitute a "serious health condition");
- to care for your child, spouse, parent or next of kin who is a covered service member. (This type of leave is known as Military Caregiver Leave.); or
- for a "qualifying exigency" arising out of the fact that your child, spouse or parent who is a member of National Guard or Reserves, or Regular Armed Forces, is on covered active duty or called to covered active duty status. Examples of a "qualifying exigency" include: short term deployment, military events, childcare-school related activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, to care for a military member's parent who is incapable of self-care when the care is necessitated by a military member's covered active duty, and other activities as are agreed upon by the Authority and employee.

**Notice Requirement:** Notice of the need for leave should be made to the Authority through FMLA forms which are available from Human Resources. The relevant forms should be completed in detail, signed by you, and then submitted to Human Resources. The employee must provide thirty (30) days advance notice when the leave is foreseeable. If the leave is foreseeable and the notice is not given, the employee's leave may be postponed for thirty (30) days. If thirty (30) days' notice is not possible, notice must be given as soon as practicable. If emergency conditions prevent such notice, you must notify the Authority as soon as is practicable (i.e., within one (1) or two (2) business days of learning of your need for leave, if feasible). For leave taken on the basis of planned medical treatment, the employee should seek to schedule the treatment so as to avoid unduly disrupting the operations of the Authority.

**Certification:** Health care provider certification of your serious health condition or that you are needed to care for a covered family member with a serious health condition is required. You must obtain the certification from a responsible health care provider and make it available to the Authority within fifteen (15) days after being advised by the Authority in writing. Only a practitioner who practices in the field of the specific injury or illness may be used (i.e., heart problems must be certified by a cardiologist). Health care provider certification forms are available from the Authority for your use. In addition, you must give notice as soon as practicable (within two (2) business days, if feasible) if the dates of your leave change, are extended, or initially are unknown.

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Additionally, if you are taking leave because of a qualifying exigency or to care for a covered service member, you may also be required to submit certification.

If there is a dispute about the medical opinion provided by your health care provider, the Authority may require a second opinion by a health care provider of its choice, at its expense. If a third opinion is necessary, a third health care provider may be selected, also at the Authority's expense. This third health care provider must be agreed upon by both you and the Authority and may not be employed on a regular basis by the Authority.

**Intermittent Leave:** If medically necessary, in the case of your own "serious health condition" or that of your spouse, child, or parent; or to care for a covered service member with a serious illness or injury, you may take FMLA leave intermittently (e.g., one (1) week per month) or on a reduced hour schedule (e.g., four (4) hours per day) or as needed, except you are only required to take the amount of leave needed for the covered activity. Additionally, if necessary, leave taken due to a qualifying exigency may be taken on an intermittent or reduced hourly schedule.

When you wish to take intermittent leave for non-medical reasons (e.g., placement of a child with you for adoption or for foster care), you may take leave intermittently or on a reduced hours schedule only if the Authority agrees to such arrangement.

If your FMLA leave is unpaid, the Authority will adjust your compensation based on the hours you take as intermittent or reduced hours leave within a workweek.

If you request intermittent leave or reduced hours' status, the Authority may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your recurring periods of absence.

**Use of Paid Leave:** If you are entitled to any paid time off, such as vacation, personal time, floating holiday or sick leave, then you must use your accrued time off benefit as part of your FMLA leave, except if you are on workers' compensation leave or on short term disability. However, during workers' compensation leave or on short term disability, you may at your discretion, utilize paid leave to supplement workers' compensation or short term disability loss benefits. Using your paid leave benefits does not add to the total length of your FMLA leave entitlement. Upon exhausting all available and applicable paid leave, in accordance with Authority policies, the remainder of an employee's FMLA leave time will be unpaid. However, in the case of workers' compensation leave you may still be eligible for workers' compensation benefits and in the case of short term disability leave you may still be eligible for short term disability benefits.

**Recertification:** The Authority may also require you to provide subsequent medical recertification during your leave. Failure to provide requested certification within fifteen (15) days, if practicable, may result in delay of further approved leave until it is provided.

**Benefits During Leave:** During approved FMLA leave your group health insurance benefits paid for by the Authority will continue to the same extent they existed prior to the leave, if you continue to pay your customary portions of the monthly premiums for your coverage and for any coverage of your dependents. If the leave is unpaid, you must pay your portion of the premiums by making arrangements with Human Resources, which will advise you of the payment due dates. Your failure to timely pay your portion of the insurance premiums or to timely pay for dependent coverage may result in the termination of coverage. If the Authority decides to pay your portion of the insurance premium for the duration of your leave, such payments may be recovered from you through payroll deductions when you return to work.

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If you elect not to return to work upon completion of approved leave, under most circumstances, the Authority may recover from you the cost of any payments made to maintain your benefit coverage, unless your failure to return to work is due to the continuation of a "serious health condition" or a "serious illness or injury" of a covered service member which would otherwise entitle you to leave or is for reasons beyond your control.

Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

If any insurance coverage lapses due to your nonpayment during a FMLA leave, coverage will be fully and completely reinstated when you return to work, provided you resume paying the required premiums (and you return on or before the end of the time permitted under this policy). If your payment is more than thirty (30) days late, you will be sent a letter notifying you of such fact. If your payment is not received within fifteen (15) days thereafter, your coverage may cease.

**Fitness for Duty:** If you take leave because of your own "serious health condition", you must provide medical certification that you are able to resume work before you return. Obtain return to work medical certification forms from Human Resources. Employees failing to complete the return to work medical certification form will not be permitted to resume work until it is provided.

**Exhaustion of Leave:** Employees granted FMLA leave will normally be returned to the same job position they held prior to the leave or to one which is equivalent in pay, benefits, and other terms and conditions of employment, except in the case where the employee has exhausted his or her FMLA leave entitlement and is still unable to return to work. In that event, the employee will normally be separated from employment and provided a COBRA notice (if applicable) to afford the employee the opportunity to elect continuation of health insurance coverage. The Authority's policy on separation upon exhaustion of FMLA leave (including any paid time off entitlement, if applicable) applies to all types of FMLA leaves, including but not limited to an employee's own medical leave, whether or not it is a workers' compensation qualifying leave.

If an employee has any accrued, but unused paid leave time upon expiration of the right of reinstatement (after 12 weeks), benefits shall be paid in accordance with current policy, but shall not extend the right of reinstatement timeframe.

**Transitional Duty ("Light Duty") Assignments:** At the Authority's discretion, an employee who has been restricted by their health care provider due to on-the-job injuries or illness may be offered temporary transitional duty assignments (TDA) or "light duty." Each TDA will last not more than three (3) months. If the employee is still unable to perform all the duties of his/her regular position at the end of the TDA, he/she may be placed on workers' compensation leave, if applicable, or other applicable FMLA leave, depending on the circumstances at the time. A physician may be asked to reevaluate the status of an employee on workers' compensation leave, or in a TDA every 30 days. Employees in a TDA may be assigned to any shift in accordance with any applicable Authority policy. Employees in a TDA are bound by the same work conditions and requirements as any other employee. Only employees capable of performing all of the essential job functions of the TDA will be considered for that position. Employees in a TDA will be paid for the assigned hours actually worked.

If the employee is eligible for FMLA leave and is offered a TDA with duties he/she is able to perform, he/she may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, in workers' comp covered cases, such employees may lose their temporary (wage loss) workers' compensation benefits because they declined available work.

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An employee with a workers' compensation injury who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

The period of time employed in a TDA will not count against the employee's FMLA leave entitlement or an employee's right to job restoration. However, the right of a FMLA eligible employee, who is performing TDA, to restoration to the same or an equivalent position to the position previously held terminates upon the expiration of the 12-month period used to determine the amount of available FMLA leave.

Employees who are not eligible under the FMLA may be offered a TDA at the sole discretion of the Authority. In such a case, if a TDA is offered, an employee's failure or refusal to accept the position will be deemed to be a voluntary resignation. However, an employee may use any accrued leave if a TDA ends or if no TDA has been offered, or in lieu of taking a TDA.

### 2. Active Military

An unpaid Active Military leave of absence shall be granted to the following:

- Full-time and part-time employees who enlist or who, either voluntarily or involuntarily, go on active duty in the armed forces in response to an order or call to active service.
- Full-time and part-time employees whose paid leave, pursuant to Section IV F.3, above has expired.

Employees may, at their request, utilize any vacation, floating holiday or personal time leave that accrued before the beginning of their military service in lieu of any unpaid Active Military leave.

Employees are requested to provide their immediate supervisors with as much advance notice as possible of the need for Active Military leave. Available documentation, including military orders from the appropriate military authorities should accompany this notice.

An employee on Active Military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the co-pay normally paid by the employee. After the initial 31 day period, the employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) co-pay rate. If continuing group health insurance, the employee should make sure to elect coverage and make the required payments in a timely manner.

Qualified returning employees who are reinstated shall be entitled to the same seniority, status, and pay they would have attained had they not been absent due to military service. In addition, they shall be entitled to fringe benefits equivalent to those granted employees returning from nonmilitary leaves of absence consistent with policies or practices in effect at the time the employee began the employee's Active Military leave of absence. However, while on Active Military Leave, employees will not accrue vacation, personal leave, sick leave or any other leave.

### 3. Compulsory Leave

Any employee who is performing poorly or is perceived as posing a threat to himself or others because of an injury or illness may be required to take a compulsory leave. In cases of illness or injury, the employee, at the Authority's expense, may be required to take a physical or psychological exam by a physician of the Authority's choice. If the physician confirms that

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the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee shall be required to take a compulsory unpaid leave until the employee is medically released to return to work.

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### 4. Return to Alternate or Light Duty

When an employee's illness or injury prevents the employee from performing the duties of his/her regular position, but the employee is able to perform certain duties that would be beneficial to the Authority, at the Authority's sole discretion, the employee may be placed in an alternate position and/or on a limited schedule. A physician's note indicating limitations must be presented to the employee's department manager or director and the Human Resources Department. If a light duty/restricted duty assignment is refused, the employee may be subject to disciplinary action. The Authority retains the right to request that the employee, at the Authority's expense, visit a physician of the Authority's choice to obtain corroboration. Should the two physicians' reports not be consistent, the employee will be requested to see a third physician, paid for by the Authority and mutually agreed upon by the Authority and the employee. The third physician's opinion will be binding.

After review of limitations, with prior approval from the department manager, Director, ~~Finance and~~ Human Resources, and the Executive Vice President, CFO or the President, CEO, the employee may be assigned to alternate duties or a limited schedule at his/her regular rate of pay until maximum recovery is reached, but for a period not to exceed three (3) months. If after three (3) months the employee is still unable to assume the duties of his/her regular position, as documented by a physician chosen and paid for by the Authority, the employee shall be transferred to a new position if one is available for which he/she is qualified. Should a position not be available, the employee will be terminated.

### 5. Domestic Violence Leave

Employees, who have worked for the Authority for a least three (3) months, may take up to three (3) working days of Domestic Violence Leave in a twelve (12) month period when the employee, or family or household member (as defined by F.S. Section 741.313), has been subjected to domestic violence. The twelve (12) month period within which the three (3) days of leave may be taken is a "rolling" twelve (12) month period, measured backwards from the date an employee's Domestic Violence Leave would begin. Eligible employees may take Domestic Violence Leave for the following reasons:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
- Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence.
- Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.

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- Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

Unless there is imminent danger to the employee's health or safety, or the health or safety of an employee's family or household member, the employee must provide advance notice of his/her need for leave. Sufficient documentation must also be supplied regarding the fact that the employee or a member of the employee's family or household has been subject to domestic violence.

Before an employee is entitled to take any Domestic Violence Leave, the employee must exhaust any accrued time, such as vacation, sick, floating holidays and personal leave. If the employee has no paid time off available, any Domestic Violence Leave taken will be unpaid.

The Authority will keep all information pertaining to this leave confidential to the extent required by law.

### H. HEALTH BENEFITS

The Authority provides benefits for medical and dental care for full-time employees and their dependents after completion of an eligibility period. Part-time employees are not eligible for any group health benefits. The Authority, during the annual budgeting process, shall establish the level of employee contribution, if any, for health and dental benefits. Authority commissioners and their eligible dependents may participate in the same medical and dental care plans offered to, and with the same contribution requirements of all full-time employees, but with no eligibility period.

Full-time employees and their dependents are eligible for medical, dental, and life insurance the first day of the month following thirty (30) days of continuous employment. At the same time, full-time employees are eligible for accidental death and dismemberment. Part-time employees promoted to full-time status must fulfill the waiting period prior to being eligible for benefits.

All group plans are evaluated and revised periodically and are subject to change at the discretion of the Authority. Benefit descriptions outlined in this Handbook are only summaries. Plan summaries describing the specifics of the health benefits will be available to every eligible employee. Details for each benefit plan are defined in contract documents on file in the Human Resources Department. In all cases, the Official Plan Documents are the standards by which the plans will be administered.

#### 1. Group Health and Dental Insurance

Full-time employees and their dependents are eligible to participate in the Authority's Group Health, Dental and Vision Plans. As requested, Human Resources personnel will provide benefit and claim processing clarification.

#### 2. Coordination of Benefits

The purpose of health care coverage is to assist employees with actual health-related expenses. The Authority's Plans will coordinate benefits with other plan coverage as long as the total benefits provided do not exceed one hundred percent (100%) of allowable expenses.

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The Authority's Plans are always primary for employees. Employees and employees' spouses who are entitled to Medicare may reject coverage under the plan and choose Medicare as their primary payer.

If a spouse is covered under another plan with a coordinating provision, the other plan is primary with respect to the spouse. When a dependent child is covered under both parents' plans, benefit payments will be coordinated between the two plans.

### Medical Insurance Opt- Out

Full-time employees may elect to opt out of the company-sponsored medical insurance plan. This option is available upon initial eligibility for medical benefits and during the annual open enrollment period. To participate, employees must submit a completed Health Insurance Waiver Form along with proof of current, qualifying medical coverage. Employees who opt out will receive a bi-weekly payroll payment. The Human Resources Department will provide information on the current bi-weekly amount. This opt-out payment is not considered part of the employee's base salary, is excluded from overtime pay calculations, and is not factored into retirement contribution calculations.

### 3. Group Life Insurance

Full-time employees and their dependents are eligible to participate in the Authority's Group Life Insurance Plan. Authority commissioners are eligible to participate in the same Life Insurance Plan. Employees may purchase additional voluntary life insurance through payroll deduction or change beneficiary(ies) at any time by completing appropriate forms available in the Human Resources Department.

### 4. Flexible Spending Accounts

Medical and Dependent Care flexible spending accounts are available to all full-time employees under our Cafeteria Plan. At the beginning of each plan year, participants may elect an annual amount of medical and/or dependent care dollars up to the currently approved level, which will be deducted on a pre-tax basis from each paycheck to pay for eligible health care and dependent care expenses. Eligible health care expenses may include medical or dental insurance deductibles, co-payments, and out-of-pocket costs for vision care, etc.

### 5. Accidental Death and Dismemberment Insurance

Full-time employees are eligible to participate in the Authority's Accidental Death and Dismemberment (AD&D) Insurance Plan.

### 6. Disability Insurance

Full-time employees are eligible to participate in the Authority's Short-term Disability Plan.

### 7. Voluntary Supplemental Insurance

A variety of additional insurances may be available to employees and dependents, such as life, and various accident policies. For detailed information, contact the Human Resources Department.

### 8. Continuation of Coverage

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Authority's Health and Dental Plans provide for continuation of coverage to qualified participants who lose coverage as a result of a qualifying event.

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The allowable period of continuation varies, depending on federal regulatory factors, from eighteen (18) to thirty-six (36) months. Employees, spouses, and/or dependents who elect to continue coverage through COBRA are responsible for paying one hundred two percent (102%) of the group rate paid by the Authority. Payments are due at the beginning of each month. Upon reaching the end of COBRA coverage eligibility, an individual may convert to an individual policy subject to conversion guidelines.

The Authority's Health, Vision, Dental and Life Insurance Plans provide for continuation of coverage to retired employees as long as they elect at the time they retire and pay for their coverage at the same rate as charged to the Authority. Solely for the purpose of eligibility for such health, dental and life insurance coverage any former commissioner who served on or after May 18, 2005, shall be deemed a retired employee. The cost of continued participation in such health and/or dental and life insurance plan will be paid entirely by the retired employee.

Minor children of any employee who dies while employed at or retired from the Authority will be eligible for continuation of coverage by the Authority's Health and Dental Plan as long as they elect and pay for their coverage at the same rate as charged to the Authority. Such eligibility will expire upon the minor child's 18<sup>th</sup> birthday or age 24 if the minor is enrolled as a full-time college student.

Accidental Death and Dismemberment, and Short-term Disability Plans cannot be continued under COBRA. Coverage under these plans ends on the employee's day of termination. Upon termination, the Life Insurance Plan may be converted to an individual policy.

### I. RETIREMENT PLAN

The Authority provides a Retirement benefit at no cost to full-time eligible employees. Part-time employees may be eligible for retirement plan benefits depending on number of hours worked. After 1,000 hours worked, an employee eighteen (18) years or older may be eligible to be enrolled in the Defined Contribution Plan described below. Employees do not vest during the first five (5) years of employment. Upon completion of five (5) years of continuous employment, employees become one hundred percent (100%) vested.

**Defined Benefit Plan** - For employees hired before October 1, 2007, the Authority provides a Defined Benefit Plan. This retirement benefit is determined by multiplying a designated percentage, as stipulated in the Official Plan Document, of the employee's average monthly pay for the last five (5) years worked prior to retirement by the number of years of service, up to thirty (30) years. In the event of an employee's death, payment will be made to the employee's beneficiary(ies). A Plan Summary describing the specifics of the Plan is available to every eligible employee.

**Defined Contribution Plan** - For those employees hired on or after October 1, 2007, the Authority provides a Defined Contribution, or 401(a) plan. The Authority's annual contribution to each employee's account will be a percentage of annual salary as designated by the Board each fiscal year. If employees elect to participate in the Deferred Compensation Plan 457(b), the Authority will match the employee's annual contribution as designated by the Board each fiscal year. This Authority match is deposited into the 401(a) plan. In the event of an employee's death, payment will be made to the employee's beneficiary(ies). A Plan Summary describing the specifics of the Plan is available to every eligible employee.

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### J. DEFERRED COMPENSATION

The Authority offers a voluntary Deferred Compensation Plan 457(b) for full-time, part-time, substitute and traffic control specialist employee to save for retirement, at their own risk. After ninety (90) days of employment, employees may authorize the Authority to deduct a specified amount from their payroll checks to be forwarded to the Deferred Compensation Plan Administrator. Investments are managed by the 457 Plan's trustee under one of several investment options, or a combination thereof. The choice of the investment option(s) is made by the employee.

Employees will be automatically enrolled in the Deferred Compensation Plan deferring 3% of their pay and automatically increasing their deferral by half a percent annually until they reach 5% unless they elect not to defer or to defer another percentage.

During employment, the only circumstances under which monies may be withdrawn prior to the Plan's termination without penalty is an approved financial hardship or death.

### K. EDUCATIONAL REIMBURSEMENT

Subject to budgetary constraints, the Authority shall reimburse full-time employees for taking pre-approved courses to enhance their job-related skills with a certificate or college degree program, obtain a Bachelor's or Master's degree in a field related to the employee's present position or as preparation for a position in another Authority department.

Full-time employees who have completed six (6) months of continuous employment are eligible for reimbursement for registration, tuition, and book costs for courses taken at a technical, vocational, college, or other accredited institution.

Reimbursement for courses will only be considered if budgeted. Reimbursement may not always be at one hundred percent (100%) and will never exceed the budgeted amount. The maximum reimbursement per credit hour will not exceed the current in-state tuition rate at University of South Florida at the time enrolled, regardless of the employee's election to attend a private university or college, up to a maximum of IRS Section 127, maximum tax-free employer-provided educational assistance per year. Individual courses which are not part of a degree program must be related to the employee's position. Individual courses and degree programs are subject to approval and budgetary constraints.

Training and/or study time will be undertaken during employee's off duty time.

An employee shall complete a Request for Educational Reimbursement form, obtain appropriate signatures, and forward to the Finance and Human Resources Department at least two (2) weeks prior to the start of the course.

Employees receiving Financial Aid, Grants, or other sources will only be eligible for expenses not covered by these sources.

To receive reimbursement, the employee must complete the course with a grade of "C" or better or in the case of pass/fail system, a "pass" grade. Within two (2) months of completing the course, the employee must submit documentation of successful completion and all receipts for tuition, registration, and required books. Transportation to and from class and parking fees are not reimbursable. Once the receipts are verified, the request will be submitted for reimbursement. Documentation of completion will be placed in the employee's personnel file. The Authority will not



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provide reimbursement for any course started prior to the date of approval or any course that is not successfully completed. The maximum is five (5) courses for any employee within any fiscal year unless special permission in writing is obtained from the Executive Vice President, CFO.

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for eligible expenses. If an employee resigns or is terminated within twelve (12) months after receiving reimbursement, the employee must repay the Authority in full in accordance with applicable law.

### Trades Training

To support employees seeking professional training in a skilled trade (e.g., electrical, HVAC, plumbing) through enrollment in accredited trade schools or certification programs. The goal is to upskill our workforce, support career development, and ensure that the authority maintains a highly qualified team. This policy applies to full-time employees of who have been employed for at least 6 months and are in good standing with the authority. To qualify for trade school consideration the employee must demonstrate consistent job performance and attendance. Training must be relevant to the employee's current or future role with the company. The program must be offered by a recognized/accredited trade school.

Subject to budgetary constraints, the authority may cover, tuition and enrollment fees, required books and materials and certification exam fees

Employees must remain employed with the authority for at least 1 year after training completion. If the employee leaves voluntarily or is terminated for cause, repayment of training expenses will be required.

A written request to your supervisor or HR must be submitted including: School/program details, estimated cost, training schedule, how the training benefits your role or department

Training and/or study time will be undertaken during employee's off duty time.

## **L. PAY FOR REQUIRED TRAINING**

The Authority may require an employee to attend additional training courses, such as recurrent certification training, new government mandated training, or additional training requirements deemed to be in the Authority's best interest. The Authority will pay required course related costs in accordance with Fair Labor Standards Act (FLSA) regulations. In the event that the training occurs on the employee's scheduled day off, training hours will be considered hours worked. Documentation of completion shall be sent to the Human Resources Department for placement in the employee's personnel file.

## **M. EMPLOYEE ASSISTANCE PROGRAM**

The Authority recognizes that employees may need assistance with difficult personal problems. All full-time and part-time and substitute employees and their families, upon hire, may use the services provided by an employee assistance program (EAP) sponsored by the Authority.

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It takes a great deal of courage to face problems and even more courage to seek help in coping with them. The EAP is designed to make it easier for employees to obtain needed help. The program is a voluntary, confidential service. Qualified individuals are available to help identify problems and make referrals.

Management is not qualified to diagnose or treat personal problems. At times, when a manager believes that a problem is affecting an employee's performance or that the EAP might be helpful, the manager may refer an employee to the EAP. An employee is not obligated, even if a referral is suggested, to contact the EAP. A referral will not influence any job-related decisions. All discussions with the qualified individual are strictly confidential. Information will not be shared with anyone without written permission from the individual seeking assistance.

### N. PARKING PRIVILEGES

~~Parking hang tags for the~~ The employee parking lot ~~are issued to employees upon hire. The lot, which is for the exclusive use of Airport employees, is accessed by use of the employee's ID badge presented to the electronic card reader.~~ Spaces are not assigned. Designated employees are provided with parking privileges in the short-term terminal parking lot depending on position, necessary accommodation, or a short-term disability. Prior approval from the ~~Senior Manager~~ Director, Internal Audit is required before short-term terminal parking privileges are provided. The Authority is not responsible for loss or theft; therefore, vehicles parked in any airport parking lot should be locked at all times. While driving on Airport premises, employees must obey all traffic laws.

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### SECTION V – DISCIPLINARY PRACTICES AND PROCEDURES

#### A. PERSONAL CONDUCT AND CORRECTIVE ACTION

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The Authority expects employees to meet standards set for high quality work performance and conduct. From time to time, corrective action may be necessary for the efficient operation of the Authority. Forms of corrective action may include oral reprimands, written reprimands, disciplinary probation, suspension without pay, demotion, compensation decrease, and discharge.

Although internal consistency in administering corrective action is important, numerous factors shall be considered in determining the appropriate form and degree of corrective action to be applied. Some of the factors to be considered shall include, but not be limited to, the nature and severity of the offense, the employee's length of service, time intervals between prior offenses, disciplinary record, and the employee's demonstrated willingness to improve. Certain offenses may require immediate suspension or discharge without recourse to other forms of corrective action.

Each employee shall be held responsible for knowing and understanding the standards of conduct described in this Policy. Any questions should be referred to the immediate supervisor, the department manager, the department director, the department Vice President, or the Executive Vice President, CFO.

##### 1. Coverage

Rules and guidelines for personal conduct, including but not limited to the offenses listed as established by the Authority, shall apply to all Authority employees without exception.

##### 2. Standards for Personal Conduct

The lists of offenses outlined below are to serve as personal conduct guidelines for Authority employees to enhance an orderly, professional work environment. These lists do not encompass all possible violations, but represent examples only, and are not all inclusive. Other offenses may also be considered grounds for corrective action.

#### LIST A

The following offenses constitute grounds for immediate suspension without pay or termination:

- Theft including, but not limited to, the removal of Authority property or the property of another from Authority premises without prior authorization.
- Carrying concealed weapons, unless authorized on Authority property or while engaged in Authority work off Authority premises.
- Fighting or provoking a fight on Authority premises.
- Violating the Authority's Drug, Alcohol, and Tobacco Free Workplace Program policies.
- Sabotaging or willfully damaging Authority equipment or property or the property of others.
- Unauthorized use of Authority purchasing cards
- Failure to maintain minimum qualification eligibility
- Knowingly falsifying or altering any record or document.
- Filling out a time record of another employee or soliciting such conduct from another employee.

## Personnel Policy

- Walking off the job without prior supervisory permission.
- Insubordination involving, but not limited, to defaming, assaulting, or threatening to assault a supervisor and/or refusing to carry out the legitimate instruction or order of a supervisor.
- Refusing to accept a light duty assignment.
- Absence for two (2) consecutive working days without notice in which event the employee will be deemed to have voluntarily resigned.
- Unethical conduct as specified in Chapter 112, Florida Statutes, "Code of Ethics for Public Officers and Employees."
- An arrest and/or charge of any crime or a conviction of a crime that relates to the employee's employment.
- On or off the job conduct unbecoming a public employee.
- Misuse of position or abuse of authority for retaliation, harassment, intimidation, or personal gain or advantage.
- Participating in a strike or other prohibited activity.
- Fraudulently obtaining a leave or refusing to provide requested documentation to take a leave.
- Violating the Authority's harassment policy.
- Willfully violating Authority rules, regulations, or policies.
- Any conduct which in management's judgment is adverse or prejudicial to the best interests of the Authority.

### LIST B

The following offenses constitute grounds for discipline up to and including termination:

- Smoking in unauthorized areas or otherwise violating the Authority's smoking policy.
- Unexcused or excessive absenteeism or tardiness.
- Extending breaks beyond period allocated.
- Sleeping on the job, unless authorized.
- Failing to report an absence to the Authority within the specified time limits.
- Failing to promptly report damage to Authority property to the supervisor.
- Unauthorized operation of equipment or machinery.
- Failing to satisfactorily perform the duties of one's job.
- Failing to promptly report work-related injuries to the supervisor.
- Gambling on Authority premises or while conducting Authority work off Authority premises.
- Failing to adhere to Authority safety rules and procedures including the wearing of required personal protective equipment.
- Failing to follow appropriate procedures when handling machinery or hazardous materials.
- Failing to obey traffic rules and regulations when driving an Authority vehicle or while on Airport premises.
- Failing to wear safety belts while driving an Authority vehicle or driving an Authority vehicle without an appropriate valid license.

## Personnel Policy

- Unauthorized absence from one's work station.
- Removing or defacing any notice or printed matter posted on bulletin boards by the Authority, or posting any matter on bulletin boards without prior permission.
- Creating or contributing to unsanitary, hazardous, or poor working conditions.
- Disclosing privileged or confidential information to unauthorized persons.
- Engaging in activities that pose a conflict of interest.
- Losing or not returning Authority owned equipment or items.
- Dressing inappropriately to include wearing unbusinesslike attire or not wearing assigned uniform.
- Making ~~long-distance~~ phone calls, using fax machines, computers, or other Authority equipment or machinery for personal use unless approval has been obtained from the supervisor.
- Using the electronic mail system in an unprofessional or inappropriate manner.
- Making a shift exchange without prior approval from the supervisor.
- Working overtime without prior approval from the supervisor.
- Taking another employee's paycheck without written permission.
- Violating the Authority's solicitation/distribution policy.
- Making discourteous or rude remarks to another individual to include employees, board members, tenants, and the public.
- Behaving in a rude manner to another individual to include employees, board members, tenants, and the public.
- Violating the Authority's political activity policy.
- Violating any Authority rules, regulations, or policies.

### 3. Standards for Corrective Action

The Authority's standards for corrective action ensure reasonable consistency in the way employees are treated and inform employees of the ranges of corrective action that may be applied.

Corrective action will normally be progressive, whereby the employee is subjected to progressively more severe corrective action when the same offense is repeated. Cumulative discipline may also be imposed whereby prior offenses for which an employee received corrective action may be used in determining the severity of the action to be taken for the current offense, even though the prior offense(s) may not be similar to the current offense. Minor offenses will no longer be used for progressive disciplinary action purposes following the expiration of a five (5) year period from the date the offense was addressed by management.

### 4. Authority to Impose Corrective Action

An employee's immediate supervisor or other higher level supervisor shall have authority to issue an oral reprimand. In those instances when immediate removal of the employee is necessary to protect the employee or others or due to the severity of the infraction, the employee's supervisor or higher level supervisor may immediately place the employee on a Required Administrative Paid Leave. Whenever a supervisor places an employee on a Required Administrative Paid Leave, the Executive Vice President, CFO or his/her designee must be notified at once.

## Personnel Policy

An employee's department manager or other higher level member of management has the authority to issue a written reprimand, but not before review and approval by the Executive Vice President, CFO or his/her designee.

The Executive Vice President, CFO and the President, CEO shall have the authority to suspend without pay, place an employee on Required Administrative Paid Leave, demote, or impose other disciplinary action.

Employees may not be terminated or suspended without pay by anyone but the President, CEO or his/her designee. Termination notifications shall be reviewed by the Executive Vice President, CFO.

The President, CEO and the Board shall concur in the imposition of any corrective action on the Executive Vice President, CFO.

### B. **EMPLOYEE GRIEVANCE PROCEDURE**

#### 1. Policy

It is the intent of the Authority to provide employees a fair, prompt, and uniform procedure for the resolution of employee complaints or grievances.

#### 2. Coverage

The following employees shall be exempt from the provisions of the Authority grievance procedure including the Informal Resolution Procedure, the Formal Grievance Procedure, the Predetermination Conference and the Evidentiary Hearing: employees covered by a collective bargaining agreement, probationary employees, temporary substitute employees, traffic control specialist employees, employees covered by an individual employment contract, Managers, Directors, Vice Presidents, Executive Vice President and the President, CEO.

The provisions of the Authority's grievance procedure shall apply to Airport security personnel to the extent they are not inconsistent with the Florida Law Enforcement Officers' Bill of Rights, Chapter 112.531 et seq., Florida Statutes.

#### 3. Grievance Procedure Access

The right of employees to file grievances pursuant to the Informal Resolution Procedure and/or the Formal Grievance Procedure, shall be strictly limited to the following matters: written reprimands, disciplinary probation, disciplinary demotion (with no loss of pay), a substandard performance evaluation (where it is alleged that the evaluation is based on factors other than the employee's performance), and the application of a written personnel policy or practice that adversely affects an employee's pay or benefits. A "cause" standard does not apply to the above referenced matters.

Only in cases of disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotions with loss of pay, shall employees be afforded procedural due process and have recourse to a Predetermination Conference and an Evidentiary Hearing. A "cause" standard does apply to the above referenced matters.

The commencement of proceedings against the Authority in a court or before any administrative agency by an employee with respect to a grievance matter, shall be deemed a waiver by the employee of his/her right to resort to the grievance procedure for that matter.

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### 4. Time Limits

Failure of an employee to process a grievance within the prescribed time limits shall bar the grievance. Any grievance not processed within the prescribed time limits shall be considered settled on the basis of the last disposition. In the event any grievance is not answered within the prescribed time limits, the grievant may process the grievance to the next step in accordance with the time limits specified.

The prescribed time limits may only be extended by written agreement between the grievant and the Executive Vice President, CFO. Whenever illness or any other incapacity prevents attendance at any grievance meeting or hearing, the meeting or hearing shall be postponed, for a reasonable period of time, until the grievant can be present.

The disposition date of a grievance shall be the date on which the disposition is delivered or issued to the grievant, or the date of postmark in those instances where delivery is by mail.

### **C. INFORMAL RESOLUTION PROCEDURE**

When an employee believes that there is a basis for a grievance, the employee shall, within three (3) working days after the act or condition that is the basis of the grievance became known or should have been known to the employee, schedule a meeting with his/her immediate supervisor to informally discuss the grievance.

The meeting will take place within three (3) working days of the date the employee notifies the supervisor. If the grievance is not resolved to the employee's satisfaction as a result of the informal discussion, the employee may utilize the Formal Grievance Procedure.

### **D. FORMAL GRIEVANCE PROCEDURE**

Employees may avail themselves of the Formal Grievance Procedure only after completing the Informal Resolution Procedure. Any employee reporting directly to the President, CEO will bypass steps 1 and 2 of the formal grievance procedures.

#### Step 1

To initiate the Formal Grievance Procedure, the employee shall present the grievance in writing to his/her department manager or director (or department vice president, if no manager or director) within five (5) working days from the date of the initial informal discussion with the employee's supervisor.

The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, and the remedy requested. The grievance shall be signed and dated by the employee. The written grievance shall also state the disposition of the grievance at the informal resolution stage. The department manager/director/vice president shall, within five (5) working days of receipt of the written grievance, meet with the employee, the Executive Vice President, CFO, the department manager or director (if applicable) and, if necessary, the immediate supervisor to discuss the grievance.

The department manager/director/ vice president shall, after consulting with the Executive Vice President, CFO, answer the grievance, in writing, within five (5) working days of the



## Personnel Policy

meeting. If a grievance has not been resolved to the satisfaction of the employee, the employee may proceed to Step 2. In those cases where a department vice president provided the written response, the employee should disregard Step 2 and proceed directly to Step 3.

### Step 2

If a grievance has not been resolved to the satisfaction of the employee as a result of Step 1, or if no answer has been given within five (5) working days by the department manager or director, then the grievance shall be presented by the employee, in writing, to the department vice president within five (5) working days of the department manager's answer or failure to supply a timely answer.

The department vice president shall, within five (5) working days of receipt of the written grievance, meet with the employee, the Executive Vice President, CFO, the department manager or director (if applicable) and, if necessary, the immediate supervisor to discuss the grievance.

The department vice president shall, after consulting with the Executive Vice President, CFO, answer the grievance, in writing, within five (5) working days of the meeting.

### Step 3

In the event the employee is not satisfied with the disposition of the grievance by the department vice president or if no disposition has been made within the time limits specified, the employee may submit the same written grievance, in writing, to the President, CEO within five (5) working days of the date of disposition or the expiration of the time limits for a disposition.

Within five (5) working days of receipt of the written grievance, the President, CEO or his/her designee shall meet with the employee and, if requested, an employee representative, the Executive Vice President, CFO, and, if deemed necessary by the President, CEO or his/her designee, other appropriate management staff.

The President, CEO or his/her designee shall furnish a written disposition of the grievance to the employee, within five (5) working days of such meeting, and shall furnish a copy to the Executive Vice President, CFO, the department vice president and the department manager or director.

The decision of the President, CEO or his/her designee shall be final in all cases.

## **E. PREDETERMINATION CONFERENCE**

Employees shall be afforded the opportunity for a Predetermination Conference prior to any final determination on the employee's disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotion with loss of pay.

The Predetermination Conference shall be administered by the President, CEO or his/her designee, and normally shall be attended by the Executive Vice President, CFO, and, if deemed necessary other appropriate management staff and the Authority's labor counsel.

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At the Conference, the employee shall be informed of the nature of the allegations and the possible disciplinary actions should the allegations be substantiated. The employee shall be given the opportunity to address the allegations and provide any information or explanation pertinent to the allegations. The employee shall not be afforded the right to be represented by counsel or otherwise at a Predetermination Conference. A decision on the matter will be made as expediently as possible.

During the period between the Conference and the effective date of the final action, the employee may be placed on Required Administrative Paid Leave.

Should the President, CEO or his/her designee make the decision to suspend without pay, decrease compensation, impose a demotion with loss of pay, or terminate the employee, the employee shall be promptly notified in writing of the decision, the "cause" supporting the decision and of the employee's right to an Evidentiary Hearing. The notification shall be made by personal delivery or by Certified Mail, Return Receipt Requested.

The employee shall have the right to an Evidentiary Hearing only if he/she makes a written request to the President, CEO within five (5) working days of receipt of the notification.

### F. EVIDENTIARY HEARING

If a timely request is made, any employee covered by this grievance procedure shall be afforded the opportunity for an Evidentiary Hearing to appeal any final action by the President, CEO or his/her designee regarding the employee's disciplinary termination, disciplinary suspension without pay, disciplinary compensation decrease, or disciplinary demotion with loss of pay.

Upon timely receipt of a written request from an employee for an Evidentiary Hearing, the President, CEO shall schedule the Hearing and provide the employee with a Notice of Hearing by Certified Mail to the employee's last known address. The Notice of Hearing will specify the date, time, and location of the Hearing, and set forth the procedures to be followed in the conduct of the Hearing. Alternatively, the President, CEO or his/her designee may hand deliver a copy of the notice to the employee.

This Hearing shall, under normal circumstances, be held within thirty (30) working days of the receipt of the employee's request for a Hearing, but not earlier than seven (7) working days after the date the Notice of Hearing is mailed to the employee. The Hearing shall be conducted by an impartial Hearing Officer who will be chosen, by mutual consent of the employee and President, CEO or his/her designee, from an Authority approved predetermined list of Hearing Officers.

#### 1. Hearing

All testimony in the proceeding shall be accurately and completely preserved through a court reporter or an audio tape, the expense of which will be paid by the Authority. A full transcript of the proceedings or tape will be made available to the employee upon request, at the employee's expense. All testimony of parties and witnesses shall be made under oath.

At the Hearing, the employee shall be accorded the right to be represented by counsel and shall be given the opportunity to refute the charges or explain the actions which have resulted in the disciplinary action. The employee and management will have the opportunity to present evidence and call and cross-examine witnesses.

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Irrelevant, immaterial, or unduly repetitious evidence shall be excluded from the Hearing. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the Florida Courts. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding, unless it would be admissible over objections in civil actions.

5.1

### 2. Hearing Determination

Within thirty (30) days after the Hearing or receipt of the Hearing transcript, whichever is later, the Hearing Officer shall issue a decision consisting of findings of fact, conclusions of law, and a Final Order. The determination of the Hearing Officer shall be final and binding in all cases.

## G. DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM

The Authority has adopted a Drug and Alcohol-Free Workplace Program. This Program complies with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes (F.S.) and the implementing regulations (F.A.C. 59A-24) promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation, and the Drug-Free Workplace Act of 1988. It is a condition of employment to abide by the terms of the Authority's Drug and Alcohol-Free Workplace Program.

The Authority is committed to maintaining a safe, healthy, and productive work environment for all employees. Employees are required to maintain the integrity and security of the Authority's equipment and workplace and to perform all their functions in a manner consistent with the Drug and Alcohol-Free Workplace Program.

It is the policy of the Authority that the unlawful possession, use, consumption, sale, purchase, distribution, dispensation, or manufacture by any employee of alcohol, illegal drugs, or illegally obtained drugs on Authority premises or in the conduct of Authority related work off Authority premises is strictly prohibited and shall be grounds for immediate termination.

The Authority shall not permit any employee to report to work or to perform his/her duties after having ingested illegal drugs or while under the influence of alcohol. The Authority does not permit any employee to report to work or to perform his/her duties while taking prescribed drugs which adversely affect the employee's ability to safely and effectively perform his/her job functions. Failure by an employee to notify his/her supervisor when taking medication which is impairing his/her ability to function safely and effectively shall result in disciplinary action.

To enforce the Authority's drug and alcohol-free policies and programs, candidates for employment and current employees shall be required to submit to substance abuse testing under the provisions set forth in the Authority's Drug and Alcohol-Free Workplace Program. In compliance with the Drug-Free Workplace Act of 1988, an employee convicted of any criminal drug statute offense occurring in the workplace is required to report such a conviction to the supervisor no later than five (5) days after conviction. The Authority's Drug and Alcohol-Free Workplace Program is included in its entirety as Addendum A to this Handbook.

Any employee who violates a Drug and Alcohol-Free Workplace Program policy is subject to disciplinary action up to and including termination.

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### H. BULLETIN BOARDS

Authority bulletin boards shall be used for the posting of such items as notices pertaining to wage and hour laws, Airport rules, statutory regulations, employee job announcements, and holiday schedules. To stay informed employees should review items on the bulletin board on a regular basis.

The Finance and Human Resources Department shall be responsible for controlling the information placed on or removed from the bulletin boards. No personal notices, announcements, or unrelated Airport supported flyers shall be posted on bulletin boards or any other Authority property.

### I. GIFTS AND GRATUITIES

Authority employees, employees' family members and Authority volunteers are prohibited from accepting gifts or gratuities from anyone who does business with or who may be in a position to influence the employee in his/her discharge of Airport duties. An employee who receives an offer of money or a gift from any individual or company doing business with or regulated by the Authority shall report such an offer, in writing, to the President, CEO.

Gifts are only permissible when they are used as a symbol of goodwill, appreciation, or in the interest of public affairs, such as service awards, scholarships, lunch, dinner, tickets to social events, or advertising novelties of nominal value (under \$25.00).

Certain employees who receive gifts or money are required to file disclosure statements, as defined by the Florida Code of Ethics (part III of Chapter 112 of the Florida Statutes). These employees include, but are not limited to, the President, CEO, Executive Vice President, CFO, Vice Presidents, Directors, Managers, and specified procurement employees.

### J. OFF-THE-JOB ACTIVITIES

Whether on or off Airport premises, employees are expected to observe reasonable rules of conduct consistent with the Authority's public image and policies. At the same time, the Authority affirms that what an employee does on the employee's own time is normally exclusive of the employee/employer relationship. Therefore, the employee will generally not be subject to disciplinary action for conduct which occurs on the employee's own time. However, if an employee's outside conduct subjects the Authority to criticism or causes the employee to be unable to perform assigned duties in the proper and usual manner, or to appear at work, then management is justified in taking appropriate disciplinary action up to and including termination. Wearing of Airport uniforms is prohibited when participating in outside activities unless the activity is Authority related and approval is obtained from the Executive Vice President, CFO.

An employee convicted of a felony, first-degree misdemeanor or pleads no contest to an offense while being employed with the Authority is required to self-report the conviction to the Director, ~~Finance and~~ Human Resources. Failure to do so will lead to disciplinary action up to and including termination. A conviction of a crime will not automatically disqualify an Authority employee from continued employment. All convictions will be reviewed to determine whether they relate to the employee's position or interfere with Authority's ability to carry out its mission.

The Authority encourages employees to participate in public interest organizations, volunteer groups, and other forms of community involvement. However, conducting non-work-related

## Personnel Policy

community activities while at work would be disruptive to the goals and objectives of the Authority. Community activities must be confined to employees' off hours and their own time.

### K. SAFETY

It is the Authority's intent to ensure employees work in a safe and healthy environment. To prevent accidents, safety rules have been established. When necessary, special safety equipment and safety education are provided. Failure to abide by all safety policies, rules, and regulations will result in disciplinary action. It is the obligation of each employee to observe the Authority's established safety policies.

Employees shall report any work-related injury, even a small cut or bruise, to their supervisors. Employees shall use Authority provided safety equipment. Machinery shall be maintained in good operating order, and employees shall only operate machinery if instructions for use have been provided. When operating machinery or power tools, employees shall be required to follow all safety procedures.

Trash and debris shall be placed in appropriate containers. Employees shall be aware of the location of all fire extinguishers, first-aid kits, and exits. Whenever an item is too heavy to lift, the employee shall obtain assistance. When driving Airport vehicles, safety belts must be worn and all traffic laws obeyed.

Vehicular accidents sustained by an employee while operating any Authority equipment (including golf carts) must be reported to the Finance and Human Resource Department. When driving Airport vehicles safety belts must be worn and all traffic laws obeyed.

Safety and accident prevention are the responsibility of every employee. Employees are cautioned not to take any risks or place themselves in danger. Employees' suggestions regarding safety are always welcome. Whenever an employee believes that an unsafe condition exists, the employee shall notify his or her supervisor. If the problem is not rectified by the supervisor, the employee shall inform the department manager or director.

#### 1. Hazardous Materials

The Authority's Hazardous Materials Program complies with current laws. Any substance considered to be a hazardous material must be used in a controlled manner and, when necessary, the employee shall be required to wear protective equipment. Employees will receive training in the handling, use, and disposal of hazardous materials.

The Authority maintains, in accessible locations, a Material Safety Data Sheet (MSDS) on each chemical and hazardous substance used in the workplace. Employees will be warned when they are assigned or transferred to an area where hazardous materials are present or when a new hazardous material has been introduced into a work area.

#### 2. Hearing Protection

All employees who work in a hazardous noise area shall be required to utilize ear protection equipment. The Airport ramp, active aircraft movement areas, and noise producing machinery locations, while not all inclusive, are considered hazardous noise areas. ~~Certain designated employees will be required to take an audiogram on an annual basis.~~ It is the employee's responsibility to adhere to the hearing protection policies and take audiogram tests as scheduled.

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### **L. SOLICITATION AND DISTRIBUTION**

Employees may not engage in solicitation or distribution during working time. Working time does not include lunch or break periods or time before or after the employee's scheduled workday.

The distribution of literature by employees in work areas is prohibited. When approval is obtained from the Executive Vice President, CFO an employee may be permitted to solicit for charitable organizations.

Non-employees are prohibited from engaging in any form of solicitation or distribution. Employees observing such activities by a non-employee shall notify their supervisors immediately.

### **M. SERVING THE PUBLIC**

Every person entering the Airport shall be treated with courtesy and respect. Serving the needs of tenants and the traveling public is an essential function of every employee's position. Employees shall remain informed, cooperative, and customer service oriented.

### **N. POLITICAL ACTIVITY**

Authority employees are encouraged to exercise their rights as citizens, such as joining any political organization, attending political meetings, expressing political views, and voting with complete freedom in any election.

Authority employees are bound by federal and state legislation from participating in specific political activities. No employee, whose principle employment is in connection with an activity which is financed by federal funds, shall hold a partisan elected public office or take an active part in a partisan political campaign while on duty or within any period of time during which they receive compensation from the Authority. Employees shall not use their authority to make promises or in any way coerce an employee to support, oppose, or contribute to a political issue, candidate, or party. Employees shall not display any button, sign, decal, or other symbol of support for any political party or candidate for public office on their person or a vehicle used for official business while on duty or in the workplace.

Any employee who becomes a candidate for a nonpartisan office shall notify the President, CEO of such candidacy no later than the day after filing. On assuming a nonpartisan or appointed position, the employee shall notify the President, CEO. All notification must be in writing.

If an employee's assumption of a nonpartisan office requires a full-time commitment or is part-time and directly related to the employee's Authority responsibilities, the employee shall be terminated.

Any employee who violates any political activity policy provision shall be subject to disciplinary action up to and including termination. If found in violation of the law, the employee may also be subject to a civil monetary penalty.

### EMPLOYEE HANDBOOK ACKNOWLEDGMENT

The Sarasota Manatee Airport Authority Board of Commissioners last approved revisions to the Handbook on Monday, ~~August 25, 2025~~<sup>April 25, 2025</sup>. It is the responsibility of all employees to adhere strictly to the policies in the Handbook and other rules and regulations adopted by the Airport Authority.

Although most major areas of personnel policy are defined in the Handbook, it is recognized that situations may arise which are not specifically addressed. In these instances, Airport Authority management retains the right to interpret policy and take the course of action deemed appropriate. Interpretations will usually appear in management directives but may also be contained in memorandums.

This Handbook is not a contract of employment. Any employee may voluntarily leave employment or may be terminated by the Airport Authority at any time in accordance with provisions contained in this Handbook. Any oral or written statements to the contrary are disavowed and should not be relied upon by any prospective or present employees.

The contents of this Handbook are subject to change at any time at the discretion of the Sarasota Manatee Airport Authority Board of Commissioners. Employees shall be notified of any changes.

When policies are not consistent with collective bargaining agreement provisions, the Collective Bargaining Agreement shall govern.

The SMAA Employee Handbook is available for viewing on the SMAA intranet and website. A printed copy of the Handbook is also maintained in each department. If you would like to review the printed copy, please ask your supervisor.

I have accessed, read, and reviewed the policies and procedures in the revised Handbook and will comply with them.

Printed name of employee\_\_\_\_\_

Employee  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, MEETING  
STAFF NARRATIVE**

5.2

**REQUEST FOR APPROVAL TO ACCEPT HAZARD MITIGATION GRANT PROGRAM  
(HMGP)**

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**EXECUTIVE SUMMARY:** Requesting approval from the Board to accept a subaward from the Florida Division of Emergency Management of funds provided by the Federal Emergency Management Agency for the funding of certain improvements to the terminal building, which are intended to reduce the building's exposure to damage during future windstorms.

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**NARRATIVE:** Following the landfall of Hurricane Ian on Florida's west coast in September 2022, FEMA made certain funding available to the state of Florida to be distributed under a Hazard Mitigation Grant Program (HMGP). Available funds were to be distributed by the Florida Division of Emergency Management based on approved applications for projects intended to minimize losses from future storms.

Hurricane Ian severely damaged the roof on the Ticket Wing of the terminal building, highlighting the risk presented by the existing roof to the airport terminal. Accordingly, in August 2023, SMAA applied for an HMGP grant to fund 75% of the estimated \$2.50 million cost to (1) replace the portion of the terminal building roof that was not damaged by Hurricane Ian and (2) replace all of the automatic glass doors providing public access to the terminal building with wind-rated impact glass doors. In April 2025, SMAA was offered a grant of \$1,887,394.28 for the project.

In the intervening period between the application and the offer of the grant, Hurricane Milton made landfall in Sarasota in October 2024. The storm severely damaged the roof on Concourse B and the roof on the central core of the terminal, both of which were slated for replacement using funds from the HMGP grant. Instead, work began to replace these sections of the roof immediately following the storm and reimbursement of the associated cost is being sought from FEMA via that agency's Request for Public Assistance program.

A request for a change of scope to the approved HMGP project is being prepared to allow SMAA to move forward with replacing the portion of the roof not damaged by Hurricanes Ian and Milton, and to replace the automatic doors on the terminal as originally planned. It is expected that the cost of this work has increased significantly from the budget prepared at the time of grant application in 2023. It is therefore anticipated that, although the scope of the project has been reduced, the majority of the funding available under the grant will likely be required to complete the work.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the acceptance of federal grant funds in the amount of \$1,887,394.28 to be used for wind retrofit improvements to the airport terminal building and authorize its President, Chief Executive Officer to execute the associated Federally-funded Subaward and Grant Agreement.

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**Attachment:**

**Sub-Recipient Agreement, Division of Emergency Management- Mitigation Bureau**

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

<b>REQUEST FOR REVIEW AND APPROVAL</b>	
<b>SUB-RECIPIENT:</b>	Sarasota Manatee Airport Authority
<b>PROJECT #:</b>	4673-219-R
<b>PROJECT TITLE:</b>	Sarasota Manatee Airport Authority, SRQ Airport Terminal Building, Wind Retrofit
<b>CONTRACT #:</b>	H1198
<b>MODIFICATION #:</b>	N/A

<b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b>	
	Donald Farr Director Risk Management 6000 Airport Circle Sarasota, Florida 34243-2105

Enclosed is your copy of the proposed contract/modification between **Sarasota Manatee Airport Authority** and the Florida Division of Emergency Management (FDEM).

<b>COMPLETE</b>	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input checked="" type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input checked="" type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at Margaret.Mulder@em.myflorida.com.

Agreement Number: **H1198**Project Number: **4673-219-R**

5.2

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>Sarasota Manatee Airport Authority</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>UB7CPFJAYN95 / 596001787</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>April 22, 2025</u>
Subaward Period of Performance Start and End Date:	<u>April 22, 2025-April 30, 2028</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,843,672.28</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,887,394.28</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,887,394.28</u>
Federal award project description (see FFATA):	<u>Wind Retrofit</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Margaret.Mulder@em.myflorida.com">Margaret.Mulder@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Sarasota Manatee Airport Authority, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.



vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Margaret Mulder  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: 850-583-6215  
Email: Margaret.Mulder@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Donald Farr  
Director Risk Management  
6000 Airport Circle  
Sarasota, Florida 34243-2105  
Telephone: 941-359-2770 ext. 4233  
Email: Donald.farr@flysrq.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 22, 2025 and shall end on April 30, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,843,672.28**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**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 THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and



Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

#### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
  - i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
  - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying
  - xiii. Attachment L – Florida Accountability Contract Tracking System
  - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.



c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.



(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: SARASOTA MANATEE AIRPORT AUTHORITY**

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

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

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

FEID#: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

5.2

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$1,843,672.28**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

5.2

## Attachment A

### Budget and Scope of Work

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to the Sarasota Bradenton International Airport (SRQ) Terminal Building, in Sarasota, Sarasota County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-219-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Sarasota Manatee Airport Authority, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to the Sarasota Bradenton International Airport (SRQ) Terminal Building, located at 6000 Airport Circle, Sarasota, Florida 34243.

The HMGP project scope of work proposes to provide protection to the SRQ Airport Terminal Building by installing impact resistant doors on the front of the terminal building and by replacing the current roof on the baggage wing, concourse wing, and the terminal core to bring it up to the current codes. The roof on the ticket wing was replaced after Hurricane Ian and is not included in the scope. All other openings, not included in the scope, are in compliance with the effective codes. The SRQ Airport is a critical transportation infrastructure which maintains operations during a storm event. Damage to the facility would affect the transportation of emergency supplies and other resources to the area during future storm events. The project shall protect the structure of the building and its contents, allowing the facility to maintain the operations during future storm events.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards effective at the time of permitting, and all installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against 158 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

## Project Locations:

ID#	Address	Coordinates
1)	6000 Airport Circle, Sarasota, Florida 34243	(27.387752, -82.553494)

**TASKS & DELIVERABLES:****A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein,



the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
  - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Sub-Recipient Management Costs (SRMC)** expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for

quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to the Sarasota Bradenton International Airport (SRQ) Terminal Building, Sarasota, Florida 34243, by installing impact resistant doors on the front of the terminal building and by replacing the current roof on the baggage wing, concourse wing, and the terminal core to bring it up to the current codes. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards effective at the time of permitting, and all installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against 158 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:****C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may

jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize

FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

*(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.*

*(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

*(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.*

*(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.*

- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-219-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on April 22, 2025; the Period of Performance for this project shall end on **April 30, 2028**.

#### **F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### **SCHEDULE OF WORK**

State Contracting:

3 Months



Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
<b>Total Period of Performance:</b>	<b>36</b>	<b>Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$1,659,220.00	\$1,244,415.00	\$414,805.00
Labor:	\$731,804.00	\$548,853.00	\$182,951.00
Fees:	\$50,680.00	\$38,010.00	\$12,670.00
<b>Initial Agreement Amount:</b>	<b>\$2,441,704.00</b>	<b>\$1,831,278.00</b>	<b>\$610,426.00</b>
***Contingency Funds:	\$58,296.00	\$43,722.00	\$14,574.00
<b>Project Total:</b>	<b>\$2,500,000.00</b>	<b>\$1,875,000.00</b>	<b>\$625,000.00</b>
<b>****SRMC</b>			
SRMC:	\$12,394.28	\$12,394.28	
<b>SRMC Total:</b>	<b>\$12,394.28</b>	<b>\$12,394.28</b>	

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$58,296.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00



**\*\*\*\* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$12,394.28 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

#### Funding Summary Totals

Federal Share:	\$1,875,000.00	(75.00%)
Non-Federal Share:	\$625,000.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$2,500,000.00</b>	<b>(100.00%)</b>
<hr/>		
SRMC (100% Federal)	\$12,394.28	

## Attachment B

### Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

**Attachment C****Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be



eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
  - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

## Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Sarasota Manatee Airport Authority

REMIT ADDRESS: ATTN: Accounts Receivable 6000 Airport Circle

CITY: Sarasota STATE: Florida ZIP CODE: 34243-2105

PROJECT TYPE: Wind Retrofit PROJECT #: 4673-219-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1198

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
 Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
 Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

**Attachment D (cont.)**  
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT**  
**CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE**  
**HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Sarasota Manatee Airport Authority PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Wind Retrofit PROJECT #: 4673-219-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1198

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<b><i>This payment represents      % completion of the project.</i></b>					<b>TOTAL</b>

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: SARASOTA MANATEE AIRPORT AUTHORITY**

**If you are requesting an advance, indicate same by checking the box below.**

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20____-20____ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u></b> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b><u>For example</u></b> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F**  
**QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

**SUB-RECIPIENT:** Sarasota Manatee Airport Authority **PROJECT #:** 4673-219-R  
**PROJECT TYPE:** Wind Retrofit **CONTRACT #:** H1198  
**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
 Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:** ☐ No Action Required, OR

☐ Action Required: \_\_\_\_\_

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ *Project Manager*



**Attachment G**  
**Warranties and Representations**

5.2

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

5.2

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

By: _____ Signature	<b>Sarasota Manatee Airport Authority</b> Sub-Recipient's Name
_____ Name and Title	<b>H1198</b> DEM Contract Number
_____ Street Address	<b>4673-219-R</b> FEMA Project Number
_____ City, State, Zip	
_____ Date	

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4673-219-R  
 FUNDING AGENCY: Federal Emergency Management Agency  
 AWARD AMOUNT: \$ 1,843,672.28  
 OBLIGATION/ACTION DATE: April 22, 2025  
 SUBAWARD DATE (if applicable): \_\_\_\_\_  
 UEID/SAM#: UB7CPFJAYN95

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>. The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
 DBA NAME (IF APPLICABLE): \_\_\_\_\_  
 PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
 ADDRESS LINE 1: \_\_\_\_\_  
 ADDRESS LINE 2: \_\_\_\_\_  
 ADDRESS LINE 3: \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_  
 PARENT COMPANY UEID/SAM# (if applicable): \_\_\_\_\_  
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_  
 DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to the Sarasota Bradenton International Airport (SRQ) Terminal Building, located at 6000 Airport Circle, Sarasota, Florida 34243.

The HMGP project scope of work proposes to provide protection to the SRQ Airport Terminal Building by installing impact resistant doors on the front of the terminal building and by replacing the current roof on the baggage wing, concourse wing, and the terminal core to bring it up to the current codes. The roof on the ticket wing was replaced after Hurricane Ian and is not included in the scope. All other openings, not included in the scope, are in compliance with the effective codes. The SRQ Airport is a critical transportation infrastructure which maintains operations during a storm event. Damage to the facility would affect the transportation of emergency supplies and other resources to the area during future storm events. The project shall protect the structure of the building and its contents, allowing the facility to maintain the operations during future storm events.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards effective at the time of permitting, and all installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against 158 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Address	Coordinates
1)	6000 Airport Circle, Sarasota, Florida 34243	(27.387752, -82.553494)

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_  
 ADDRESS LINE 2: \_\_\_\_\_  
 ADDRESS LINE 3: \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

***If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should***

be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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

5.2



**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

5.2

**Attachment K****Certification Regarding Lobbying**

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)  
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes  
Instructions and Worksheet**

**5.2****CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - o "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 state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**NON-PROFIT ORGANIZATION REMUNERATION INFORMATION**

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

<b>Name:</b>  <b>Title:</b>  <b>Agency Agreement/Contract #</b>  <b>Total Contract Amount</b>  <b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>		
<b>Name:</b>  <b>Signature:</b>  <b>Title:</b>  <b>Date:</b>		

**ATTACHMENT M****FOREIGN COUNTRY OF CONCERN AFFIDAVIT –  
PERSONAL IDENTIFYING INFORMATION CONTRACT****5.2**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.

**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST TO AWARD  
AMENDMENT TO CONCESSION AGREEMENT FOR ON-DEMAND,  
NON-METERED LIMOUSINE SERVICE WITH ALD LIMO CORPORATION**

---

**EXECUTIVE SUMMARY:** Requesting Approval to Award an Amendment to the Concession Agreement for On-Demand Non-Metered Limousine Service with ALD Limo Corporation to extend the Term.

---

**NARRATIVE:** In 2020, Staff interviewed certain qualified local ground transportation companies to provide on-demand non-metered limousine services at the Airport. Subsequently, Staff entered into a one-year agreement with ALD Limo Corporation (ALD) to provide on-demand non-metered limousine service at the Airport, commencing August 1, 2020 (the "Pilot Agreement").

During the term of the Pilot Agreement, ALD proved itself to be an effective and reliable service for the traveling public. As a result, on July 28, 2021, the Airport Authority Board approved Staff's recommendation to award ALD a concession agreement for on-demand non-metered limousine service for an initial three-year term with a one-year renewal term, commencing August 1, 2021 (the "Concession Agreement"). Subsequently, ALD has continued to provide an effective and reliable service from the Airport.

U.S. Department of Transportation (DOT) 49 CFR Part 23 requires airports that receive federal financial assistance to ensure that small businesses owned by socially and economically disadvantaged individuals have equal access to airport concession opportunities. Because the Concession Agreement with ALD is not the result of a competitive solicitation conducted by the Authority, Staff is requesting to extend the term of the Concession Agreement with ALD through July 31, 2026, to provide Staff sufficient time to solicit competitive proposals for on-demand non-metered limousine service at the Airport to comply with the Code of Federal Regulations.

Based on ALD performance and the Code of Federal Regulation, the President and CEO recommends approval of award of the proposed amendment to the Concession Agreement with ALD, to extend the term of the Concession Agreement through July 31, 2026.

---

**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of an amendment to the Concession Agreement with ALD Limo Corporation for On-Demand Non-Metered Limousine Service at the Airport, to extend the term of the Concession Agreement through July 31, 2026.

---

**ATTACHMENT:** Proposed Amendment to the Concession Agreement for On-Demand Non-Metered Limousine Service, with ALD Limo Corporation, dated August 25, 2025.





**SARASOTA  
BRADENTON  
INTERNATIONAL  
AIRPORT**

**AMENDMENT NO. 1**

**TO**

**CONCESSION AGREEMENT**

**BETWEEN**

**SARASOTA MANATEE AIRPORT AUTHORITY**

**AND**

**ALD LIMO CORPORATION**

**August 25, 2025**

SMAA-06022025

**AMENDMENT NO. 1**  
**TO**  
**CONCESSION AGREEMENT**  
**BETWEEN**  
**SARASOTA MANATEE AIRPORT AUTHORITY**  
**AND**  
**ALD LIMO CORPORATION**

This Amendment No. 1 (this "Amendment") is made and entered into this 25<sup>th</sup> day of August, 2025, by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, organized and existing under the laws of the State of Florida (the "Authority"), and **ALD LIMO CORPORATION**, a Florida Profit Corporation, organized and existing under the laws of the State of Florida, (the "Concessionaire"), collectively hereinafter referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Authority owns and operates the Sarasota Bradenton International Airport ("Airport") located in the Counties of Sarasota and Manatee, Florida; and

**WHEREAS**, the Concessionaire is a licensed on-demand non-metered limousine services provider; and

**WHEREAS**, the Concessionaire has provided on-demand non-metered limousine services at the Airport since August 1, 2020; and

**WHEREAS**, the Authority and the Concessionaire are Parties to that certain Concession Agreement, dated July 28, 2021 (the "Agreement"), which Agreement expires on July 31, 2025; and

**WHEREAS**, the Concessionaire has continued to provide on-demand non-metered limousine services at the Airport (the "Services") and wishes to continue to provide the Services at the Airport; and

**WHEREAS**, the Authority wishes to extend the Agreement for one year to maintain the Services at the Airport and to provide the Authority sufficient time to request proposals for a new agreement for the Services at the Airport; and

**WHEREAS**, the Authority further wishes to increase the Concession Fee paid by the Concessionaire to the Authority from \$3.50 per passenger picked up by the Concessionaire at the Airport to \$4.00 per passenger picked up by the Concessionaire at the Airport; and

**WHEREAS**, the Concessionaire is willing and able to provide the Services at the Airport for an additional year and increase the Concessionaire fee paid to the Authority from \$3.50 per passenger picked up by the Concessionaire at the Airport to \$4.00 per passenger picked up by the Concessionaire at the Airport,

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and condition contained in this Amendment, the Parties agree each for themselves, their successors and assigns as follows:

1. **Article 3.2, Renewal Term.** Article 3.2, Renewal Term, is hereby deleted in its entirety and replaced with the following Article 3.2, Renewal Terms:

**Article 3.2, Renewal Terms.**

Subject to Concessionaire's compliance with the terms, covenants and conditions of this Agreement, throughout the Term hereof, and provided Concessionaire is not in a default of

curing a default of any term, covenant and condition of this Agreement, Concessionaire shall have the right to renew the Term of this Agreement on an annual basis, subject to the right to earlier termination as provided herein (the "Renewal Terms"), which Renewal Terms shall not exceed July 31, 2026. For purposes of this Amendment, the Initial Term and Renewal Terms shall be collectively referred to as the Term.

2. **Article 5.1, Concession Fee.** Article 5.1, Concession Fee, is hereby deleted in its entirety and replaced with the following Article 5.1, Concession Fee:

**Article 5.1, Concession Fee.**

Beginning on August 1, 2025, on the first day of each month thereafter, throughout the remaining Term of this Agreement, as amended, Concessionaire shall pay to Authority a fee in the amount of Four Dollars (\$4.00) per passenger picked up by the Concessionaire at the Airport during the immediate prior month ("Concession Fee").

3. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.
4. **Counterparts.** This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
5. **Full Force and Effect.** Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties shall remain unchanged and in full force and effect.

(Continued on next page).

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Approved as to Form and Legal Sufficiency  
for SARASOTA MANATEE AIRPORT AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY,  
an Independent Special District under the  
Laws of the State of Florida

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

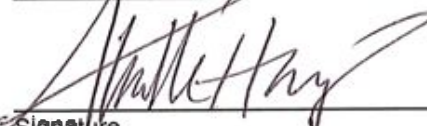
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Title

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Date

\_\_\_\_\_  
Date

Witness for ALD LIMO COPORATION

ALD LIMO CORPORATION,  
a Florida Profit Corporation

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Annette Hinckley  
\_\_\_\_\_  
Name

Yelyzaveta Branueva  
\_\_\_\_\_  
Name

Pharmacy tech SRA  
\_\_\_\_\_  
Title

CEO  
\_\_\_\_\_  
Title

6/4/2025  
\_\_\_\_\_  
Date

06/04/2025  
\_\_\_\_\_  
Date



**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST TO AWARD  
AMENDMENT TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT  
WITH SIXT RENT A CAR, L.L.C.**

5.4

---

**EXECUTIVE SUMMARY:** Request to Award an Amendment to the Tenant Rental Car Concession and Lease Agreement, with Sixt Rent a Car, L.L.C., to relocate the Vehicle Ready Return.

---

**NARRATIVE:** On September 30, 2024, Sarasota Manatee Airport Authority issued Request for Proposals No. P-250002, "New Entrant Tenant RAC Concession" at Sarasota-Bradenton International Airport (the "RFP"). Based on the results of the RFP, on January 17, 2025, the Authority awarded a Tenant Rental Car Concession and Lease Agreement, expiring September 30, 2027, to Sixt Rent a Car, L.L.C. ("Sixt") to provide an additional RAC brand at the Airport (the "Agreement"). The Agreement let approximately 400 SF of terminal baggage claim area for customer service counter, 77,000 SF of land and improvements for vehicle services center maintenance, and 25,200 SF of paved vehicle parking area for vehicle ready return at the Airport.

The Sixt vehicle ready return area leased by the Agreement is currently located at the far east end of the Remote Shade Lot and is approximately a five-minute walk from the Airport's Ground Boarding Facility. Since the award of the Agreement, the Authority has completed construction of the Airport's Ground Transportation Facility which in immediate proximity to the Terminal. The Ground Transportation Facility offers a nearly equivalent amount of paved vehicle parking area that may be used for vehicle ready return by Sixt and is a preferred alternative to their existing location at the east end of the Remote Shade Lot for customer service and convenience.

Use of the paved vehicle parking area at the Ground Transportation Facility by Sixt for vehicle ready return will not interfere with use of the Facility by the Airport's Pre-Arranged Ground Transportation Service or On-Demand Non-Metered Limousine Service providers. As a result, Staff proposes to amend the Agreement to reassign the vehicle ready return area leased to Sixt from the Remote Shade Lot to the Ground Transportation Center to improve the overall passenger experience. No other revisions to the Agreement are proposed and the business terms of the Agreement will remain unchanged, consistent with all other Tenant Rental Car Concession and Lease Agreements at the Airport.

An exhibit of the proposed location is attached as Exhibit A-2 of the proposed amendment to the Agreement. Based on the information presented, the President and CEO recommends that the Airport Authority Board approve the award of an amendment to the Tenant Rental Car Concession and Lease Agreement, with Sixt Rent a Car, L.L.C., to relocate their vehicle ready return area from the Remote Shade Lot to the Ground Transportation Center.

---

**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of an amendment to the Tenant Rental Car Concession and Lease Agreement with Sixt Rent a Car, L.L.C., to relocate the vehicle ready return are to the Ground Transportation Center and authorize the Chairman to execute the appropriate amendment.

---

**ATTACHMENT:** Eighth Amendment to the Tenant Rental Car Concession and Lease Agreement with Sixt Rent a Car, L.L.C., with exhibits, dated August 27, 2025.

**EIGHTH AMENDMENT  
TO  
TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT  
BETWEEN  
SARASOTA MANATEE AIRPORT AUTHORITY  
AND  
SIXT RENT A CAR, L.L.C.**

This Eighth Amendment is entered into this 25<sup>th</sup> day of August 2025, by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under laws of the State of Florida (herein referred to as "Authority"), and **SIXT RENT A CAR, L.L.C.**, a corporation existing under the law of the State of Delaware, and authorized to do business in the State of Florida (herein referred to as "Concessionaire"), collectively hereinafter referred to as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into that certain Tenant Rental Car Concession and Lease Agreement, at the Sarasota Bradenton International Airport (the "Airport"), as amended, dated January 27, 2025, expiring September 30, 2027 (hereinafter the "Concession Agreement"); and

**WHEREAS**, the Parties wish to further amend the Concession Agreement to move the Premise for Ready Car Spaces from the Remote Shade Lot to the Ground Transportation Center at the Airport to improve passenger service and convenience; and

**WHEREAS**, the Parties wish to amend Exhibit A to the Concession Agreement to depict the location of the Ready Car Spaces at the Ground Transportation Center at the Airport,

**NOW THEREFORE**, for and in consideration of the above recitals and the terms, covenants, and conditions set forth in the Concession Agreement, as previously amended, the Parties hereto agree to further amend the Concession Agreement as follows:

1. **Exhibit A - Leased Premises**, also commonly referred to as "Premises", is hereby deleted in its entirety and replaced with the following Exhibit A-1 and Exhibit A-2:

**Exhibit A-1, Premises - QTA Service Center**, dated August 27, 2025, attached hereto and incorporated by reference in the Concession Agreement in its entirety.

**Exhibit A-2, Premises - Ready Return Spaces**, dated August 27, 2025, attached hereto and incorporated by reference in the Concession Agreement in its entirety.

2. **Capitalized Terms**. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.
3. **Counterparts**. This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
4. **Full Force and Effect**. Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties shall remain unchanged and in full force and effect.

(Continued on next page).

IN WITNESS HEREOF, the Parties have hereby executed this Eighth Amendment to the Tenant Rental Car Concession and Lease Agreement, dated January 27, 2025, as previously amended, as of the day and year first written above.

**Approve as to Form and  
Legal Sufficiency for Authority**

Dan Bailey  
Signature  
Charles D. (Dan) Bailey Jr  
Name  
Airport Attorney  
Title  
8/12/2025  
Date

**SARASOTA MANATEE AIRPORT AUTHORITY  
an Independent Special District, existing  
under the Laws of the State of Florida**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**WITNESS for Concessionaire**

Elizabeth Carrera  
Elizabeth Carrera (Aug 6, 2025 09:36:09 EDT)  
Signature  
Elizabeth Carrera  
Name  
Junior Corporate Counsel  
Title  
08/08/2025  
Date

**SIXT RENT A CAR, L.L.C., a Limited Liability  
Company, existing under the Laws of the  
State of Delaware**

Michele Harmon  
Michele Harmon (Aug 7, 2025 15:42:33 PDT)  
Signature  
Michele Harmon  
Name  
SVP of North American Operations  
Title  
07/08/2025  
Date









# SIXT - 8th Amend w-Exhibits SMAA-08272025 (002)









Final Audit Report

2025-08-08

5.4

Created:	2025-08-07
By:	Elizabeth Carrera (elizabeth.carrera@sixt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyhlh1caQ57mhqmTSokLNz8XJVDQIE3iM

## "SIXT - 8th Amend w-Exhibits SMAA-08272025 (002)" History

-  Document created by Elizabeth Carrera (elizabeth.carrera@sixt.com)  
2025-08-07 - 8:31:56 PM GMT
-  Document emailed to michele.harmon@sixt.com for signature  
2025-08-07 - 8:32:05 PM GMT
-  Document emailed to Elizabeth Carrera (elizabeth.carrera@sixt.com) for signature  
2025-08-07 - 8:32:05 PM GMT
-  Email viewed by michele.harmon@sixt.com  
2025-08-07 - 8:33:36 PM GMT
-  Signer michele.harmon@sixt.com entered name at signing as Michele Harmon  
2025-08-07 - 10:42:30 PM GMT
-  Document e-signed by Michele Harmon (michele.harmon@sixt.com)  
Signature Date: 2025-08-07 - 10:42:32 PM GMT - Time Source: server
-  Document e-signed by Elizabeth Carrera (elizabeth.carrera@sixt.com)  
Signature Date: 2025-08-08 - 1:06:09 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-08 - 1:06:09 PM GMT

**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST TO AWARD  
AMENDMENT TO OPERATING AGREEMENT FOR PRE-ARRANGED  
GROUND TRANSPORTATION SERVICE WITH RAISER-DC, L.L.C., d/b/a UBER**

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**EXECUTIVE SUMMARY:** Requesting Approval to Award an Amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Raiser-DC, L.L.C., d/b/a Uber to extend the Term and increase the Use Fee.

---

**NARRATIVE:** In 2021, the Sarasota Manatee Airport Authority (the "Authority") entered into an Operating Agreement for Pre-Arranged Ground Transportation Service at the Sarasota Bradenton International Airport (the "Airport"), dated October 1, 2021, with Raiser-DC, L.L.C., d/b/a Uber ("Uber"), which granted Uber the non-exclusive right to provide pre-arranged ground transportation services at the Airport (the "Agreement").

The Agreement included an initial term of one (1) year with four (4) one-year renewal terms, subject to approval by both parties, ending September 30, 2026. The Agreement included a use fee for the privilege of doing business at the Airport in the amount of \$3.50 per vehicle departure from the Airport, which contributes in part to the operation and maintenance of the vehicle roadways and vehicle parking lots at the Airport. During FY 2024, the use fees paid by Uber to the Authority totaled \$661,091.

During the term of the Agreement, Uber has provided reliable and dependable service. As a result, by letter dated July 7, 2025, Staff offered Uber an additional annual renewal term, through September 30, 2027, in exchange for an increase on the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025. In response, Uber has accepted Staff's offer, and an appropriate amendment is presented here for the Board's consideration.

Based on Uber's favorable performance, the services Uber provides, and the revenue collected by the Authority from Uber, the President and CEO recommends award of the proposed amendment to the Agreement with Uber, to provide an additional renewal term through September 30, 2027, and to increase the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025.

---

**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of an amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Raiser-DC, L.L.C., d/b/a Uber, to include an additional renewal term through September 30, 2027, and to increase the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025.

---

**ATTACHMENT:** Proposed Amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Raiser-DC, L.L.C., d/b/a Uber, dated August 25, 2025.

**AMENDMENT NO. 1**  
to  
**SARASOTA MANATEE AIRPORT AUTHORITY**  
**OPERATING AGREEMENT**  
with  
**RAISER-DC, L.L.C., d/b/a UBER**

This Amendment to the Operating Agreement, dated October 1, 2021, between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District of the State of Florida (hereafter the "Authority"), and **RAISER-DC, L.L.C., d/b/a UBER**, a Limited Liability Company organized and existing under the laws of the State of Delaware, authorized to do business in the State of Florida (hereinafter the "Operator"), collectively hereinafter the "Parties" covenant as follows:

**WITNESSETH**

**WHEREAS**, the Authority and the Operator are Parties to that certain Operating Agreement at the Sarasota Bradenton International Airport (the "Airport"), dated October 1, 2021 (the "Agreement"), which Agreement grants the Operator the non-exclusive right to provide pre-arranged ground transportation services at the Airport, subject to the terms, covenants and conditions therein; and

**WHEREAS**, the Term of the Agreement is for a period of one year ending September 30, 2022, and includes up to four (4) additional one-year terms (the "Renewal Terms"); and

**WHEREAS**, the Agreement provides that either Party may elect to not exercise one or more Renewal Terms by issuing the other Party written notice of its intent not to exercise a Renewal Term at least thirty (30) days prior to the end of the then current Term; and

**WHEREAS**, by letter dated July 7, 2025, the Authority issued the Operator written notice of its intent not to exercise the Renewal Term on October 1, 2025, and proposed this Amendment in lieu thereof,

**NOW, THEREFOR**, in consideration of the mutual terms, covenants and conditions contained in this Amendment, the Parties agree each for themselves, their successors and assigns as follows:

1. **Article 3.1 Term of Agreement.** Article 3.1, Term of Agreement, is hereby deleted in its entirety and replaced with the following Article 3.1, Term of Agreement:

This Operating Agreement ("Agreement") shall commence on October 1, 2021 ("Commencement Date") and shall continue uninterrupted thereafter for a period of one (1) year, through September 30, 2022, unless sooner terminated in accordance with the terms and conditions of this Agreement ("Term"). Subject to the Operator's compliance with all terms, covenants, and conditions of this Agreement, the Term of this Agreement may renew without further notice for up to six (6) additional one-year terms ("Renewal Terms"). Either Party may elect to not exercise one or more Renewal Term(s) by issuing the other Party written notice of its intent not to exercise a Renewal Term(s) at least thirty (30) days prior to the end of the then current Term, as may be amended.

2. **Article 4.1 Use Fee.** Article 4.1, Use Fee, is hereby deleted in its entirety and replaced with the following Article 4.1, Commercial Vehicle Fee:

In consideration of the Rights Granted by Authority to Operator, Operator shall pay to Authority on or before the fifteenth (15<sup>th</sup>) day of each month, throughout the Term of this Agreement, a fee for the use of the Airport, in the amount of Three and 50/100 Dollars (\$3.50) per vehicle

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departure from the Airport by Operator's Drivers ("Pickup") for the immediate preceding month ("Commercial Vehicle Fees"), which Commercial Vehicle Fees shall contribute in part to the operation and maintenance of the vehicle roadways and Designated Areas on the Airport. Upon the commencement of the fourth (4<sup>th</sup>) Renewal Term, effective October 1, 2025, the Commercial Vehicle Fee shall be Four and 00/100 Dollars (\$4.00) per vehicle departure from the Airport.

3. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.
4. **Counterparts.** This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
5. **Full Force and Effect.** Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have hereto set hands on this day here below.

**SARASOTA MANATEE AIRPORT AUTHORITY**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RASIER-DC, L.L.C., D/B/A UBER**

Signature Andy Jeninga

Name Andy Jeninga

Title GM - Airports & Venues

Date August 11, 2025

**APPROVED TO FORM AND LEGALITY FOR  
AUTHORITY**

Signature Dan Bailey

Name Charles D. (Dan) Bailey, Jr.

Title Airport Attorney

Date 8/12/2025

**WITNESSES FOR RASIER-DC, L.L.C., D/B/A  
UBER**

Signature Hue Tran

Name Hue Tran

Title Manager, Airport Operation

Date August 11, 2025

SMAA-07032025



**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST TO AWARD  
AMENDMENT TO OPERATING AGREEMENT FOR PRE-ARRANGED  
GROUND TRANSPORTATION SERVICE WITH LYFT, INC.**

---

**EXECUTIVE SUMMARY:** Requesting Approval to Award an Amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Lyft, Inc. to extend the Term and increase the Use Fee.

---

**NARRATIVE:** In 2021, the Sarasota Manatee Airport Authority (the "Authority") entered into an Operating Agreement for Pre-Arranged Ground Transportation Service at the Sarasota Bradenton International Airport (the "Airport"), dated October 1, 2021, with Lyft, Inc. ("Lyft"), which granted Lyft the non-exclusive right to provide pre-arranged ground transportation services at the Airport (the "Agreement").

The Agreement included an initial term of one (1) year with four (4) one-year renewal terms, subject to approval by both parties, ending September 30, 2026. The Agreement includes a use fee for the privilege of doing business at the Airport in the amount of \$3.50 per vehicle departure from the Airport, which contributes in part to the operation and maintenance of the vehicle roadways and vehicle parking lots at the Airport. During FY 2024, the use fees paid by Lyft to the Authority totaled \$165,379.

During the term of the Agreement, Lyft has provided reliable and dependable service. As a result, by letter dated July 7, 2025, Staff offered Lyft an additional annual renewal term, through September 30, 2027, in exchange for an increase on the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025. In response, Lyft has accepted Staff's offer, and an appropriate amendment is presented here for the Board's consideration.

Based on Lyft's favorable performance, the services Lyft provides, and the revenue collected by the Authority from Lyft, the President and CEO recommends award of the proposed amendment to the Agreement with Lyft, to provide an additional renewal term through September 30, 2027, and to increase the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025.

---

**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of an amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Lyft, Inc., to include an additional renewal term through September 30, 2027, and to increase the use fee from \$3.50 per vehicle departure to \$4.00 per vehicle departure, effective October 1, 2025.

---

**ATTACHMENT:** Proposed Amendment to the Operating Agreement for Pre-Arranged Ground Transportation Service with Lyft, Inc., dated August 25, 2025.

**AMENDMENT NO. 1**  
to  
**SARASOTA MANATEE AIRPORT AUTHORITY**  
**OPERATING AGREEMENT**  
with  
**LYFT, INC.**

This Amendment to the Operating Agreement, dated October 1, 2021, between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District of the State of Florida (hereafter "Authority"), and **LYFT, INC.**, a Florida For Profit Corporation, organized and existing under the laws of the State of Delaware, authorized to do business in the State of Florida (hereinafter "Operator"), collectively hereinafter the Parties covenant as follows:

**WITNESSETH**

**WHEREAS**, the Authority and the Operator are Parties to that certain Operating Agreement at the Sarasota Bradenton International Airport (the "Airport"), dated October 1, 2021 (the "Agreement"), which Agreement grants the Operator the non-exclusive right to provide pre-arranged ground transportation services at the Airport, subject to the terms, covenants and conditions therein; and

**WHEREAS**, the Term of the Agreement is for a period of one year ending September 30, 2022, and includes up to four (4) additional one-year terms (the "Renewal Terms"); and

**WHEREAS**, the Agreement provides that either Party may elect to not exercise one or more Renewal Terms by issuing the other Party written notice of its intent not to exercise a Renewal Term at least thirty (30) days prior to the end of the then current Term; and

**WHEREAS**, by letter dated July 7, 2025, the Authority issuing the Operator written notice of its intent not to exercise the next Renewal Term without amending the Commercial Vehicle Fee therein,

**NOW, THEREFOR**, in consideration of the mutual terms, covenants and conditions contained in this Amendment, the Parties agree each for themselves, their successors and assigns as follows:

1. **Article 3.1 Term of Agreement.** Article 3.1, Term of Agreement, is hereby deleted in its entirety and replaced with the following Article 3.1, Term of Agreement:

This Operating Agreement ("Agreement") shall commence on October 1, 2021 ("Commencement Date") and shall continue uninterrupted thereafter for a period of one (1) year, through September 30, 2022, unless sooner terminated in accordance with the terms and conditions of this Agreement ("Term"). Subject to the Operator's compliance with all terms, covenants, and conditions of this Agreement, the Term of this Agreement may renew without further notice for up to six (6) additional one-year terms ("Renewal Terms"). Either Party may elect to not exercise one or more Renewal Term(s) by issuing the other Party written notice of its intent not to exercise a Renewal Term(s) at least thirty (30) days prior to the end of the then current Term, as may be amended.

2. **Article 4.1 Use Fee.** Article 4.1, Use Fee, is hereby deleted in its entirety and replaced with the following Article 4.1, Commercial Vehicle Fee:

In consideration of the Rights Granted by Authority to Operator, Operator shall pay to Authority on or before the fifteenth (15<sup>th</sup>) day of each month, throughout the Term of this Agreement, a fee for the use of the Airport, in the amount of Three and 50/100 Dollars (\$3.50) per vehicle



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5.6

departure from the Airport by Operator's Drivers ("Pickup") for the immediate preceding month ("Commercial Vehicle Fees"), which Commercial Vehicle Fees shall contribute in part to the operation and maintenance of the vehicle roadways and Designated Areas on the Airport. Upon the commencement of the fourth (4<sup>th</sup>) Renewal Term, effective October 1, 2025, the Commercial Vehicle Fee shall be Four and 00/100 Dollars (\$4.00) per vehicle departure from the Airport.

3. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.
4. **Counterparts.** This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
5. **Full Force and Effect.** Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have hereto set hands on this day here below.

**SARASOTA MANATEE AIRPORT AUTHORITY**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LYFT, INC.**

Signature  \_\_\_\_\_

Name Stephen Hayes

Title VP, Driver Operations

Date August 12, 2025

**APPROVED TO FORM AND LEGALITY FOR  
AUTHORITY**

Signature Dan Bailey

Name Charles D. (Dan) Bailey Jr.

Title Airport Attorney

Date 8/12/2025

**WITNESSES FOR LYFT, INC.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SMAA-07032025

**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST TO AWARD  
AMENDMENT TO GENERAL GROUND LEASE WITH SRQ 3, L.L.C.**

5.7

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**EXECUTIVE SUMMARY:** Request to Award an Amendment to the General Ground Lease, with SRQ 3, L.L.C., to redefine the tenant improvements, establish a schedule for completion, and approve a license for interim use of the premises.

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**NARRATIVE:** The Sarasota Manatee Airport Authority ("Authority") and SRQ 3, L.L.C. ("SRQ 3") are parties to that certain General Ground Lease, dated August 22, 2016, for the development of approximately 98,228 SF, or approximately 2.25 acres, of land at the Sarasota-Bradenton International Airport (the "Airport") located at the corner of University Drive and Airport Circle (the "Lease"). The Authority and SRQ 3 are also parties to that certain amended to the Lease, dated August 22, 2016, which amendment corrected the size of the premises and the rent attributable thereto (the "First Amendment").

The proposed second amendment (the "Proposed Amendment") removes the original use of the premises and restates the use of the premises to include all those permitted by zoning law, that may include offices and work space, spa, pool, atrium, meeting rooms, restaurants, bars, and/or hotel rooms, retail, gym, health and safety services, and/or any services required to properly operate a boutique hotel (the "Improvements"). In exchange for the opportunity to commence construction of the Improvements the Proposed Amendment requires that construction begin within 90 days after receipt of a construction permit or two years from the date of the Proposed Amendment.

In addition, the Proposed Amendment requires that the sitework be completed within eight months and the vertical construction commence within 60 days after completion of the sitework. Moreover, the Proposed Amendment requires that construction of the Improvements shall be completed, and a certificate of occupancy ("CO") issued, no later than two years after the construction commencement date. If construction does not commence at such time or if the CO for the Improvements is not issued by such time, the Lease shall terminate or SRQ 3 shall pay the Authority additional rent in the amount of \$5,000 per month, respectively. Finally, to facilitate the schedule, the Proposed Amendment requires that the Authority respond in writing to a request to approve development plans for the Improvements with 30 days of receipt; and in return, requires SRQ 3 to submit the approved plans to the City of Sarasota within two months after the Authority's approval.

In addition to the schedule for completion of the Improvements and the consequences in the event of a delay, the Proposed Amendment requires that the parties enter into an interim license agreement for the Authority's exclusive use of the premise prior to the commencement of sitework for vehicle parking and storage, and the pick-up and drop-off of passengers. No further amendments to the Lease are requested.

Based on the information presented, the President and CEO recommends that the Airport Authority Board approve the award of the Proposed Amendment to the General Ground Lease with SRQ 3, L.L.C., to redefine the tenant improvements, establish a definitive schedule for completion, and approve a license for the Authority's interim use of the premises.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of the Proposed Amendment to the General Ground Lease with SRQ3, L.L.C., to redefine the tenant improvements, establish a definitive schedule for completion, and approve an interim license for the Authority's use of the premises as presented, and authorize the Chairman to execute the appropriate amendment.

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**ATTACHMENT:** Second Amendment to the General Ground Lease with SRQ 3, L.L.C., dated August 11, 2025.

5.7

**SECOND AMENDMENT TO GENERAL GROUND LEASE  
WITH  
SRQ 3, LLC**

**THIS SECOND AMENDMENT TO GENERAL GROUND LEASE** (the "Second Amendment") is made and entered into as of the Effective Date (described below), by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under the laws of the State of Florida, (hereinafter referred to as the "Authority"), and **SRQ 3, LLC**, a Florida limited liability company (hereinafter referred to as the "Lessee").

**WITNESSETH:**

**WHEREAS**, the Authority and Lessee entered into a General Ground Lease dated June 21, 2016 (the "Original Lease"); and

**WHEREAS**, the Original Lease was modified by a First Amendment dated August 22, 2016 (the "First Amendment") (collectively, with the Original Lease, the "Lease") to correct a mutual mistake in certain provisions of the Original Lease regarding the square footage of the property subject to the Lease, and to correct corresponding changes in the amount of rent; and

**WHEREAS**, Lessee wishes to commence construction of the Improvements in accordance with the Lease; and

**WHEREAS**, the Authority and Lessee wish to further amend the Lease in light of the foregoing;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties enter into this Second Amendment and agree as follows:

1. **Full Force and Effect.** The Lease is in full force and effect, and neither Lessee nor the Authority are in default under the terms of the Lease.
2. **New License Agreement.** The Authority and Lessee shall enter into a new license agreement in the form attached as Exhibit A (the "License Agreement") immediately after this Second Amendment.
3. **Approval of Development Plans.** The President/CEO of the Authority shall respond in writing to Lessee's request to approve the Development Plans, in accordance with Article 9.1 of the Original Lease, within thirty (30) days from the date of submittal. If any part of the Development Plans is not approved, the Authority will notify Lessee in writing of what action it requires to be taken to obtain approval.
4. **Submittal for Permits.** Development Plans approved by the Authority shall be submitted by Lessee to the City of Sarasota, along with any other documents necessary to obtain all permits to construct the Improvements ("Construction Permits"), within two (2) months from approval of Development Plans by the Authority. Lessee shall take all appropriate action and use its best efforts to obtain Construction Permits as quickly as practicable.

**5. ~~Modification of Article 2.~~** Article 2 of the Original Lease is amended and restated in its entirety to read as follows:

**5.1** The Premises shall be used solely by Lessee for a facility or facilities that are permitted by applicable zoning laws and regulations and that may include the following: office and work spaces, spa, pool, atrium, meeting rooms, restaurants, bars, and/or hotel rooms, retail, gym, health and beauty services, and/or any services required to properly operate a boutique hotel (the "Improvements"). No other uses of the Premises are permitted. Improvements shall be designed to last for minimum duration of fifty (50) years.

**5.2** Construction for the Improvements, which shall include sitework, shall commence within ninety (90) days from the issuance of Construction Permit OR, two (2) years from the date of this Amendment, whichever shall **FIRST** occur (the "Construction Commencement Date"). Once sitework construction has commenced, it shall be completed within eight (8) months thereafter, vertical construction shall commence within sixty (60) days after completion of sitework construction. Lessee shall diligently and continuously work to complete the approved improvements from the date of the Construction Commencement Date until the issuance of certificate of occupancy or its equivalent by the City of Sarasota ("CO"). Construction shall be deemed completed when a CO is issued.

**5.3** Construction of the Improvements pursuant to approved and permitted Development Plans shall be completed and a CO issued no later than two (2) years from the Construction Commencement Date (the "Outside Construction Completion Date").

**5.4** If construction has not commenced by the Construction Commencement Date then, this Lease shall automatically terminate and shall have no further force or effect. If the CO for the construction is not completed by the Outside Construction Completion Date, Lessee shall pay to Authority additional Rent of \$5,000 per month ("Additional Rent") on the first date of each month until a CO for the Improvements is issued. Additional Rent shall be prorated for any partial month.

**5.5** If a delay is caused by a governmental moratorium, acts of war, or natural disaster, or national or state emergency, (a "Force Majeure Event") that have a material adverse effect the ability of Lessee to perform its obligations by the Construction Commencement Date or the Outside Construction Completion Date, the Construction Commencement Date or the Outside Construction Completion Date, as applicable shall be extended to the extent caused by the Force Majeure Event, but in no event shall the extension be more than one hundred twenty (120) days. Lessee shall give the Authority written notice of any claim for an extension within ten (10) days for the occurrence of the Force Majeure Event.

## **6. ~~Noncompliance Notice and Right to Cure.~~**

(a) the Authority shall give to Lessee, and Lessee shall give to the Authority, written notice of claim of noncompliance or default in the terms of the Lease (a "Noncompliance Notice").

(b) the party receiving a Noncompliance Notice shall have ten (10) days after receipt to cure the noncompliance or default.

7. **Effective Date.** This Second Amendment shall be effective as of the date it is last executed by the Authority and Lessee.

8. **Defined Terms.** Any defined term in the Lease shall have the same meaning in this Second Amendment.

9. **No Other Changes.** Except as provided in this Second Amendment, the Lease remains unchanged.

5.7

~~IN WITNESS WHEREOF~~, this ~~Second Amendment~~ has been duly executed and delivered under seal by the Parties hereto as of the date first above written.

**LANDLORD**

**SARASOTA MANATEE AIRPORT  
AUTHORITY**

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

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

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

Signed on: \_\_\_\_\_, 2025

**TENANT**

**SRQ 3, LLC**

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

Name: Marc Gagliardi

Title: Manager

Signed on: : 08/11, 2025

5.7



**SARASOTA MANATEE AIRPORT AUTHORITY  
AUGUST 25, 2025, REGULAR BOARD MEETING  
STAFF NARRATIVE**

**APPROVAL: MANAGEMENT DIRECTIVE/CCNA RANKING**

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**EXECUTIVE SUMMARY:** The Board has conceptually approved a change in the Authority's procedures for ranking proposers under the Consultant's Competitive Negotiation Act (CCNA). The President, CEO proposes to implement the change via a management directive, subject to Board Approval.

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**NARRATIVE:** At the May 19, 2025 Authority meeting, The Board unanimously approved a recommendation by the President/CEO to restructure the consultant ranking process under the Consultant's Competitive Negotiation Act (CCNA) whereby by the Board would appoint one commissioner on a rotating basis to serve along with staff on a review committee to interview the proposers and recommend the ranking to the Board, Then the full Board would approve the final ranking at its next meeting. Attached is a draft revision to January 26, 2001, Management Directive setting forth this new procedure. The key provision is found in section 3.4. which provides:

3.4 A review committee consisting of a minimum of three staff members and one commissioner independently review the bid submissions and score them according to the "weighted criteria" contained in the RFQ. The review committee meets in accordance with the Public Notice previously posted and the public has a right to sit in on the ranking process. The Excel file Scoring Sheet is available through the I:\Users\Firms\Engineering Firms directory. It provides the simplest means of calculating the scores. However, the scoring sheet can be manually annotated and calculated if that is more convenient. The three independent scores are averaged and ranked to obtain the three (3) most "responsive" respondents who will then make formal presentations to the review committee. Following those formal presentations, the review committee recommends the ranking and selection to the Board which then determines the final ranking and selection.

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**RECOMMENDATION:** It is hereby recommended that the SMAA governing board approve the procedure outlined in the attached Management Directive and appoint one of its members to serve on the review committee for the coming Board year.

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**ATTACHMENT:**  
**Proposed Revision to Management Directive/Request for Qualifications**

**SARASOTA MANATEE AIRPORT AUTHORITY  
MANAGEMENT DIRECTIVE****11-004.01****5.8****SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ's)****EFFECTIVE DATE:****CANCELLATION:** 11-004.00 dated January 26, 2001

**Policy and Background.** A Request for Qualifications (RFQ) is used to solicit competitive statements of qualifications for professional services within the scope of practice of architecture, engineering, landscape architecture, planning, environmental, registered surveying and mapping, or other professional services when the estimated construction costs, or the cost of study activities, exceed the monetary thresholds stated in s. 287.055(g), F.S., the "Consultant's Competitive Negotiation Act" (CCNA).

**Responsibility.** The Project Manager, in conjunction with the department's Senior Director, is responsible for the proper application of this directive. This directive will be maintained by the Senior VP, Engineering, Planning and Facilities.

**Procedures.****1.0 RFQ DOCUMENT**

1.1 The Project Manager is responsible for writing the RFQ document using a standardized format. It may have drawings, technical specifications, or other documentation attached. Certain criteria and weights can vary depending upon the needs and judgement of the Project Manager.

**2.0 ADVERTISEMENT**

2.1 Advertise the RFQ twice in a uniform and consistent manner. This can be accomplished by publishing it once a week for two consecutive weeks, at least six calendar days apart.

2.2 All RFQ's are to be published in:

- Florida Airport Council Airmail Newsletter (no charge)
- DemandStar
- Sarasota Herald-Tribune
- Bradenton Herald
- SMAA website (once posted, it need not be taken down and re-posted)

2.3 Once the ad is placed and the charges ascertained, a requisition is written and authorized for payment and forwarded to the Finance Department.

2.4 Legally acceptable evidence, in the form of notarized "cut" sheets, must be maintained as part of the Project File to demonstrate that firms had a fair and equal opportunity to participate in a competitive selection process. The cut sheets often are mailed with the invoice; so it is necessary to coordinate with Finance to ensure both Project File and Finance have necessary documentation.

### 3.0 RESPONSES TO RFQ

3.1 The advertisement will direct respondents to submit inquiries and RFQ responses to a named staff person. All requests for a copy of the RFQ are to be timely transmitted to interested individuals and firms. If the RFQ is a simple document, it can be sent via facsimile. If it has attachments not suitable for faxing, then it is mailed or the requested firm may pick up the document at the airport from the appropriate department.

3.2 A digital log is maintained containing the name, address, phone and fax numbers of responding firms requesting and receiving an RFQ. This list is particularly helpful for dissemination of information to the respondents during the RFP process. Any written information that is provided to any respondent prior to the receipt of the Statement of Qualifications must be sent to all firms requesting a copy of the RFQ.

3.3 Under normal circumstances only responses received by the deadline stated in the RFQ will be considered. If there is an extenuating circumstance surrounding a late submission, such as the interference of an act of God, staff must receive legal concurrence before formally accepting the response for consideration. As the responses are received, they are opened and logged on a scoring sheet.

3.4 A review committee consisting of a minimum of three staff members and one commissioner independently review the bid submissions and score them according to the "weighted criteria" contained in the RFQ. The review committee meets in accordance with the Public Notice previously posted and the public has a right to sit in on the ranking process. The Excel file Scoring Sheet is available through the I:\Users\Forms\Engineering Forms directory. It provides the simplest means of calculating the scores. However, the scoring sheet can be manually annotated and calculated if that is more convenient. The three independent scores are averaged and ranked to obtain the three (3) most "responsive" respondents who will then make formal presentations to the review committee. Following those formal presentations, the review committee recommends the ranking and selection to the Board which then determines the final ranking and selection.

3.5 Immediately upon completion of the review committee ranking, letters are mailed or emailed to all respondents notifying them of their "short list" selection or that they were not selected to make presentations.

### 4.0 NEGOTIATION OF CONTRACT

4.1 Upon the final ranking by the SMAA Board, staff is authorized to negotiate the Scope of Work and Fee Schedule with the number one ranked firm. If mutually acceptable terms and conditions cannot be negotiated, the Board is notified and requested to direct staff to begin negotiations with the number two ranked firm and so on. Once negotiations are terminated with any of the ranked firms, staff **may not reopen** negotiations during this RFQ procedure. If negotiations fail with all three ranked firms, then staff will consider starting the RFQ process again in its entirety.

4.2 Preparation of the final contract is addressed in Management Directive 11-003. The contract is taken to the SMAA Board for approval.

## 5.0 RECORD KEEPING

5.1 The RFQ documents that must be retained are:

- Request For Proposals and all addendum,
- Cut sheets of advertisements
- Evidence of proper publication, such as the requisitions and invoices for ads,
- Notice of Meeting to Rank Respondents
- Scoring Sheet,
- One copy of every submission received,
- Action minutes of SMAA Board selection.

5.2 The original RFQ records are sent to Records Retention. Working copies or duplicate originals may be retained with the Project File as needed.

5.8

## Sarasota Manatee Airport Authority Balance Sheet Thursday, July 31, 2025

### Assets

#### *Current Assets*

Cash & Investments	\$32,404,475
Accounts Receivable	1,394,369
Grants Receivable	4,661,492
Accrued Interest Receivable	1,980
Inventory	338,703
Prepaid Insurance	278,167
Prepaid Expense & Other Assets	1,763,023
<i>Total Current Assets</i>	<u>40,842,210</u>

#### *Non-Current Assets*

<i>Customer Facility Funds</i>	38,401,511
<i>Passenger Facility Funds</i>	986
Airport Facilities & Equipment	393,373,109
Accumulated Depreciation	(238,307,157)
Intangible Assets, net	59,669
Construction in Progress	214,365,003
<i>Total Non-Current Assets</i>	<u>407,893,121</u>

### **Total Assets**

**\$448,735,331**

### **Deferred Outflow of Resources - Pension**

**4,599,623**

### Liabilities and Net Position

#### *Current Unrestricted Liabilities*

Accounts Payable	1,513,592
Unearned Income	5,706
Accrued Expenses & Other Liabilities	1,255,834
<i>Total Unrestricted Liabilities</i>	<u>2,775,132</u>

#### *Non-Current Liabilities*

Net Pension Liabilities	7,180,767
<i>Total Non-Current Liabilities</i>	<u>7,180,767</u>

### **Total Liabilities**

**9,955,899**

### **Deferred Inflow of Resources - Pension**

**962,236**

### **Net Position**

Net Assets	411,842,191
Current Profit Account	30,574,629

### **Total Net Position**

**442,416,820**

7.1

**Sarasota Manatee Airport Authority**  
**Budget/Year to Date Actual**  
**For the Period Ending Thursday, July 31, 2025**

	<b>This Month This Year</b>	<b>Total Budget</b>	<b>Year to Date This Year</b>	<b>Budget Less Actual YTD</b>	<b>Actual YTD %</b>
<b>Airline Rentals, Fees and Charges</b>					
Landing Fees - Signatory	\$197,305	\$2,532,655	\$2,240,885	\$291,770	88.5%
Landing Fees - Nonsignatory	0	270,140	213,742	56,398	79.1%
Landing Fees - Nonscheduled	211	0	3,792	(3,792)	0.0%
Concourse Circulation	685,582	7,986,120	6,653,630	1,332,490	83.3%
Baggage Claim Area	116,594	1,686,330	1,162,904	523,426	69.0%
Gate Use Fees - Signatory	32,760	341,153	541,800	(200,647)	158.8%
Terminal and Gate Fees - Nonsignatory	51,737	1,908,704	1,503,098	405,606	78.7%
Airline Terminal Rent - Signatory	214,414	3,226,494	2,129,640	1,096,854	66.0%
Airline Terminal Rent - Nonsignatory	5,320	63,136	53,197	9,939	84.3%
<b>Total Airline Revenues</b>	<b>1,303,923</b>	<b>18,014,731</b>	<b>14,502,687</b>	<b>3,512,044</b>	<b>80.5%</b>
<b>Non-Airline Revenue</b>					
Air Cargo Facility	24,253	49,500	231,870	(182,370)	468.4%
<b>Subtotal</b>	<b>24,253</b>	<b>49,500</b>	<b>231,870</b>	<b>(182,370)</b>	<b>468.4%</b>
<b>Airfield</b>					
Fuel Flowage Fees	36,800	603,500	534,803	68,697	88.6%
Ground Lease Airfield	32,594	376,322	328,853	47,469	87.4%
T-Hangar Facilities	97,535	1,150,000	979,008	170,992	85.1%
Fixed Base Operators - Rent	83,965	1,058,337	812,520	245,817	76.8%
Fuel Service - ASIG	7,128	95,000	70,639	24,361	74.4%
<b>Subtotal</b>	<b>258,022</b>	<b>3,283,159</b>	<b>2,725,823</b>	<b>557,336</b>	<b>83.0%</b>
<b>Terminal Building</b>					
RAC Counter Space	28,035	208,800	280,347	(71,547)	134.3%
Other Terminal Rents	39,227	600,000	369,416	230,584	61.6%
Advertising	62,615	474,000	552,644	(78,644)	116.6%
Restaurant Services	308,069	1,981,000	2,685,909	(704,909)	135.6%
Gift Shop	22,029	1,395,000	689,829	705,171	49.5%
Miscellaneous	182	2,000	1,894	106	94.7%
Vending	2,743	30,000	27,463	2,537	91.5%
<b>Subtotal</b>	<b>462,900</b>	<b>4,690,800</b>	<b>4,607,501</b>	<b>83,299</b>	<b>98.2%</b>
<b>Terminal Area</b>					
Car Rental %	751,881	11,411,000	9,942,133	1,468,867	87.1%
Auto Parking	940,965	9,631,000	8,512,574	1,118,426	88.4%
Ground Transportation	72,145	803,000	692,139	110,861	86.2%
Fuel Flowage Fees - Menzies	61,505	1,080,000	799,799	280,201	74.1%
RAC Ready Car Spaces	8,820	85,320	88,200	(2,880)	103.4%
Parking Stickers/Hang Tags	10,584	80,000	129,165	(49,165)	161.5%
Taxi Cab Service	3,252	88,000	42,000	46,000	47.7%
RAC Buildings Land Rent	50,291	718,952	502,909	216,043	70.0%
<b>Subtotal</b>	<b>1,899,443</b>	<b>23,897,272</b>	<b>20,708,919</b>	<b>3,188,353</b>	<b>86.7%</b>
<b>Non-Aviation Area</b>					
University Self Storage Income	23,367	525,000	284,709	240,291	54.2%
Buildings - Non-Aviation	42,612	466,177	413,618	52,559	88.7%
Common Area Maint - Comm Parke	500	7,500	5,000	2,500	66.7%
Land - Non-Aviation	49,034	368,130	482,097	(113,967)	131.0%
<b>Subtotal</b>	<b>115,514</b>	<b>1,366,807</b>	<b>1,185,424</b>	<b>181,383</b>	<b>86.7%</b>
<b>Total Operating Revenue</b>	<b>4,064,055</b>	<b>51,302,269</b>	<b>43,962,224</b>	<b>7,340,045</b>	<b>85.7%</b>
<b>Investment Income + Other Income</b>					
<b>Investment Income</b>					
Interest Earned - Operating	205,075	1,641,763	1,637,402	4,361	99.7%
Interest Earned - Other	0	0	0	0	0.0%
<b>Subtotal</b>	<b>205,075</b>	<b>1,641,763</b>	<b>1,637,402</b>	<b>4,361</b>	<b>99.7%</b>
<b>Other Income</b>					
Passenger Facility Charges	601,114	9,087,000	6,088,352	2,998,648	67.0%
Customer Facility Charges	708,455	10,920,975	11,057,452	(136,477)	101.2%
Grant Revenue - Other	0	0	700,411	(700,411)	0.0%
Grant Revenue - FAA	2,879,647	0	3,381,031	(3,381,031)	0.0%
Grant Revenue - FDOT	403,490	0	4,054,515	(4,054,515)	0.0%
Miscellaneous Income	(127)	18,510	201,237	(182,727)	1087.2%
Miscellaneous Income - LEO	0	40,882	0	40,882	0.0%
I.D. Badges	29,091	55,405	217,297	(161,892)	392.2%
Profit/Loss on Disposal	4,642	0	74,427	(74,427)	0.0%
Asset Writedown/Up on Investments	(1,556)	0	(9,902)	9,902	0.0%
<b>Subtotal</b>	<b>4,624,756</b>	<b>20,122,772</b>	<b>25,764,819</b>	<b>(5,642,047)</b>	<b>128.0%</b>
<b>Subtotal Investment Income &amp; Other</b>	<b>4,829,831</b>	<b>21,764,535</b>	<b>27,402,222</b>	<b>(5,637,687)</b>	<b>125.9%</b>
<b>Total Revenues</b>	<b>8,893,885</b>	<b>73,066,804</b>	<b>71,364,446</b>	<b>1,702,358</b>	<b>97.7%</b>

**Sarasota Manatee Airport Authority**  
**Budget/Year to Date Actual**  
**For the Period Ending Thursday, July 31, 2025**

	<b><i>This Month This Year</i></b>	<b><i>Total Budget</i></b>	<b><i>Year to Date This Year</i></b>	<b><i>Budget Less Actual YTD</i></b>	<b><i>Actual YTD %</i></b>
<b>Utilities</b>					
Electric-Utility	108,022	1,269,800	880,108	389,692	69.3%
Refuse Collection	17,566	184,600	184,838	(238)	100.1%
Water and Sewer	28,426	263,000	233,829	29,171	88.9%
<b>Subtotal</b>	<b>154,014</b>	<b>1,717,400</b>	<b>1,298,775</b>	<b>418,625</b>	<b>75.6%</b>
<b>Personnel</b>					
Salary/Wages	1,182,947	14,790,385	12,085,949	2,704,436	81.7%
Health Insurance	266,874	3,061,170	2,543,247	517,923	83.1%
Retirement	(16,949)	2,472,922	2,107,204	365,719	85.2%
Social Security	60,859	848,861	671,219	177,642	79.1%
Medicare	21,231	205,043	175,545	29,498	85.6%
Disability	162	1,700	1,619	81	95.2%
Unemployment	0	32,512	1,156	31,356	3.6%
Worker's Compensation	25,077	385,312	278,334	106,978	72.2%
Employment Expenses	0	11,700	109,804	(98,104)	938.5%
<b>Subtotal</b>	<b>1,540,200</b>	<b>21,809,605</b>	<b>17,974,077</b>	<b>3,835,528</b>	<b>82.4%</b>
<b>Administration</b>					
Advertising	6,060	122,550	48,356	74,194	39.5%
Bad Debts Expense	284	3,000	2,965	35	98.8%
Business Development Properties	10,861	20,000	43,247	(23,247)	216.2%
CEO Auto Expenses	1,315	18,000	13,811	4,189	76.7%
Public Relations	(267)	66,000	45,165	20,835	68.4%
Customs	(12,298)	125,000	72,674	52,326	58.1%
Data Processing	17,454	182,000	192,979	(10,979)	106.0%
Software Licenses/Annual Support	22,673	536,200	475,753	60,447	88.7%
Dues and Subscriptions	6,799	152,765	141,211	11,554	92.4%
Employee Service Awards	19	14,100	313	13,788	2.2%
Entertainment	512	21,500	17,377	4,123	80.8%
Insurance - Property	185,386	943,641	773,027	170,614	81.9%
Insurance - Liability & Other	26,989	314,397	228,170	86,227	72.6%
Interest Expense	0	0	114,975	(114,975)	0.0%
Legal Expense	70,530	500,000	383,350	116,650	76.7%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	0	37,000	20,372	16,629	55.1%
Miscellaneous	3,813	73,050	56,836	16,214	77.8%
Office Supplies and Equipment	3,992	125,375	121,344	4,031	96.8%
Postage	264	5,700	3,846	1,854	67.5%
Professional Services	70,339	1,298,640	537,801	760,839	41.4%
Records Retention	0	1,000	65	935	6.5%
Sponsored Events	111	5,900	1,494	4,406	25.3%
Taxes	0	27,000	19,122	7,878	70.8%
Telephone Service	42,058	421,350	375,023	46,327	89.0%
Training	11,423	213,560	109,739	103,821	51.4%
Travel	(6,120)	250,500	111,660	138,840	44.6%
Holiday Decorations	0	37,000	20,678	16,323	55.9%
Uniforms	15,084	128,000	110,784	17,216	86.6%
<b>Subtotal</b>	<b>477,280</b>	<b>5,643,428</b>	<b>4,042,136</b>	<b>1,601,292</b>	<b>71.6%</b>
<b>Operations</b>					
Air Conditioning	8,220	133,000	84,349	48,651	63.4%
Carpentry	9,205	61,500	37,769	23,731	61.4%
Common Area Maint - Comm Parke	750	10,000	8,280	1,720	82.8%
Electrical	7,274	114,000	92,354	21,646	81.0%
Access Control	1,958	26,000	15,819	10,181	60.8%
Equipment Rental	0	59,000	18,454	40,546	31.3%
Equipment Repair	15,112	241,700	142,538	99,162	59.0%
Loading Bridge Repair	18,897	165,000	119,830	45,170	72.6%
Conveyor & Belts	2,798	30,000	11,524	18,476	38.4%
Terminal Audio & Paging Repairs	0	38,000	13,718	24,282	36.1%
Repairs Generator	0	68,000	6,251	61,749	9.2%
Repairs - Tires	1,702	0	20,533	(20,533)	0.0%
Fence and Gate Repair	1,947	25,000	7,773	17,227	31.1%
Interior Planting	0	45,000	0	45,000	0.0%
Irrigation System	539	18,000	4,930	13,070	27.4%
Janitorial Service	236,389	3,153,000	2,668,641	484,359	84.6%
Floor Maintenance	4,962	62,000	27,090	34,910	43.7%
Landscape Maintenance	2,649	93,500	23,140	70,360	24.7%
Miscellaneous Construction	9,549	142,000	86,764	55,236	61.1%
Paint and Markings	0	161,000	108,450	52,550	67.4%
Permits & Licenses	0	3,100	660	2,440	21.3%
Paving and Pavement Repairs	940	64,000	7,118	56,882	11.1%
Plumbing	5,526	133,500	71,722	61,778	53.7%
Radio Equipment Repairs	0	6,100	88	6,012	1.4%
Service Contracts	297,757	2,139,355	1,714,834	424,521	80.2%
Shuttle Service	639	50,000	12,162	37,838	24.3%
Vehicle Repairs	8,384	148,000	58,530	89,470	39.5%
<b>Subtotal</b>	<b>635,197</b>	<b>7,189,755</b>	<b>5,363,320</b>	<b>1,826,435</b>	<b>74.6%</b>



**Sarasota Manatee Airport Authority**  
**Budget/Year to Date Actual**  
**For the Period Ending Thursday, July 31, 2025**

	<b><i>This Month This Year</i></b>	<b><i>Total Budget</i></b>	<b><i>Year to Date This Year</i></b>	<b><i>Budget Less Actual YTD</i></b>	<b><i>Actual YTD %</i></b>
<b><i>Supplies</i></b>					
Fabrication Supplies	36	35,000	8,803	26,197	25.2%
Extinguishing Agent	0	60,000	63,020	(3,020)	105.0%
First Aid Supplies	10,764	31,700	28,259	3,441	89.1%
Gas & Fuel	12,006	128,700	84,386	44,314	65.6%
Identification	75	25,000	12,257	12,743	49.0%
Janitorial Supplies	28,911	375,000	327,168	47,832	87.2%
Lighting	2,515	70,800	5,131	65,669	7.2%
Lighting - Airfield	17,727	120,000	67,095	52,905	55.9%
Miscellaneous Supplies	1,748	14,500	15,827	(1,327)	109.2%
Miscellaneous Terminal Furnishings	0	25,000	2,421	22,579	9.7%
Non-Capital Equipment	18,083	126,950	105,364	21,586	83.0%
Safety Supplies	108	11,000	1,723	9,277	15.7%
Shop Supplies	5,452	30,500	26,979	3,521	88.5%
Signage	25,778	123,000	81,041	41,959	65.9%
Small Tools and Equipment	7,032	72,350	48,142	24,208	66.5%
Vegetation Control	2,257	32,000	9,271	22,729	29.0%
Ammunition/Wildlife Disbursement	0	7,000	6,856	144	97.9%
<b><i>Subtotal</i></b>	<b><i>132,491</i></b>	<b><i>1,288,500</i></b>	<b><i>893,743</i></b>	<b><i>394,757</i></b>	<b><i>69.4%</i></b>
<b><i>Total Operating Expenses</i></b>	<b><i>2,939,183</i></b>	<b><i>37,648,688</i></b>	<b><i>29,572,051</i></b>	<b><i>8,076,637</i></b>	<b><i>78.5%</i></b>
<b><i>Profit (Loss) from Operations</i></b>	<b><i>5,954,702</i></b>	<b><i>35,418,116</i></b>	<b><i>41,792,394</i></b>	<b><i>(6,374,278)</i></b>	<b><i>118.0%</i></b>
<b><i>Depreciation and Amortization</i></b>					
Amortization	29,835	358,020	298,346	59,674	83.3%
Depreciation	1,001,791	11,983,932	9,887,068	2,096,864	82.5%
<b><i>Total Depreciation and Amortization</i></b>	<b><i>1,031,626</i></b>	<b><i>12,341,952</i></b>	<b><i>10,185,414</i></b>	<b><i>2,156,538</i></b>	<b><i>82.5%</i></b>
<b><i>Other Expenses</i></b>					
Marketing	64,259	600,000	1,034,802	(434,802)	172.5%
<b><i>Total Other Expenses</i></b>	<b><i>64,259</i></b>	<b><i>600,000</i></b>	<b><i>1,034,802</i></b>	<b><i>(434,802)</i></b>	<b><i>172.5%</i></b>
<b><i>Net Profit (Loss)</i></b>	<b><i>\$4,858,818</i></b>	<b><i>\$22,476,164</i></b>	<b><i>\$30,572,179</i></b>	<b><i>(\$8,096,015)</i></b>	<b><i>136.0%</i></b>

**Sarasota Manatee Airport Authority  
Investment Portfolio  
For the month of July 2025**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Par Value Orig Face</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Market Value</u> (1)	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
<b>1</b> US Treasury Bill	912797PN1	5,005,000	4,955,659	5/22/2025	8/14/2025	4,997,242	4.33	99.85	99.01
<b>2</b> US Treasury Bill	912797PQ4	4,975,000	4,925,839	6/5/2025	8/28/2025	4,958,981	4.34	99.68	99.01
<b>3</b> US Treasury Bill	912797PW1	4,331,000	4,288,612	6/20/2025	9/11/2025	4,309,865	4.28	99.51	99.02
<b>4</b> US Treasury Bill	912797PY7	4,621,000	4,575,650	7/3/2025	9/25/2025	4,590,640	4.31	99.02	99.02
<b>5</b> US Treasury Bill	912797QE0	4,405,000	4,361,625	7/17/2025	10/9/2025	4,369,099	4.28	99.02	99.02
<b>6</b> US Treasury Bill	912797RF6	4,746,000	4,568,855	7/31/2025	7/9/2026	4,568,310	4.08	96.27	96.27
<b>Total Investments</b>		<b><u>28,083,000</u></b>	<b><u>27,676,240</u></b>			<b><u>27,794,137</u></b>			

(1) Market value on non-restricted funds are provided by the Custodian, US Bank.

**Sarasota Manatee Airport Authority  
Finance Department  
July 2025**

**Budget/Financial Information:** Included in the Board packet are the unaudited **preliminary** financial statements for **July**.

Summary information contained therein for **July** is as follows:

Operating revenues for the month of **July** were approximately **4.94% lower** than anticipated in the FY 25 budget.

Operating expenses for the month of **July** were approximately **6.32% lower** than anticipated in the FY 25 budget.

On a **year to date basis**, operating income is **2.8% higher** than anticipated in the FY 25 budget and operating expenses are **5.7% below** budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. **Investments earned a total of \$205,075 for July Year to Date investment earnings is \$1,637,402.**

**Passenger Facility Charge (PFC):** A separate detail which reflects PFC collections for the month of **July** and cumulative to date.

**Grants:** A separate detailed report listing current Grants totaling \$151,552,344 funds received through July \$127,607,097 and Remaining Funds available to draw once expenses are incurred of \$23,945,248.

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# August 25, 2025 Regular Meeting Agenda - Department Reports

## Sarasota Manatee Airport Authority Sarasota Bradenton International Airport (SRQ) PFC Collections by Carrier

Carrier	7/31/2025	Collected since inception	Carrier	7/31/2025	Collected since inception	Carrier	7/31/2025	Collected since inception
Aces Airlines		24.86	Copa		11.56	Northwest		1,996,108.91
Aer Lingus	8.78	1,433.75	Croatia Airlines		79.02	Olympic Airways		165.43
Aero California		8.64	Czech Airlines (Aviation Industry Clts)		2,516.42	Pan American		5.84
Aero Costa Rico		2.92	Delta Air Lines	128,811.56	36,009,269.38	Panamena De Aviacion		21.95
Aeroflot - Russian Airlines		965.48	El Al Israel Airlines		1,534.48	Paradise Island		28.80
Aeromexico	100.53	8,095.99	Elite		61,345.86	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Emirates	4.39	4,546.91	Philippine Air		193.16
Aeropostal Venezuela		17.52	Empire		757.44	Private Jet		3,719.95
Air Aruba		11.68	Eva Airways	4.39	884.60	Qantas		4,301.73
Air Canada	486.96	1,154,606.24	ERA Aviation		84.84	Qatar		4,863.71
Air Europa		405.85	Etihad Airways	57.07	935.07	Reno Air		35,401.69
Air France	138.39	39,497.39	Express One		8,387.70	Republic Airlines		3,612.86
Air India		2.88	Falcon Express		1,454.16	Royal Air Maroc		69.66
Air New Zealand		2,014.73	Faucett		8.76	Royal Aviation		10,170.36
Air Pacific Ltd.		135.81	Finnair		703.59	Royal Jordanian		29.20
Air Portugal		334.44	Florida Coastal Airlines		8,516.60	Sabena		393.92
Air Serbia	8.78	676.06	Front Page Tours		245.28	SAHSA		5.28
Air Sunshine		109,075.76	Frontier Airlines	6,784.01	1,180,326.58	SAS (Scandinavian)	74.19	5,169.28
Air Trans At		144,133.51	G-P Express		89.28	Saudi Arabian Airlines		7.31
AirTran Airways		5,850,221.51	Gold Transportation Services		26,702.01	Sevicios Avenza		280.28
Alaska Airlines	69.69	7,064.01	Gol Linhas Aereas	13.17	412.66	Silver Airways Corp		114.14
Alitalia/ITA		4,474.68	Great Lakes Aviation		44.06	Singapore		3,572.02
All Nippon Airways (ANA)	4.39	825.10	Hahn Air		3,563.95	Skyservice		9,903.84
Allegiant Air	173,515.25	9,768,162.55	Hawaiian Airlines		1,053.16	South African Airways		4,309.11
Aloha		46.64	Iberia		1,641.82	Southeast Airlines		6,234.20
America West		116,500.91	Island Air		30.73	Southwest	122,807.12	8,240,618.37
American (AMR)	87,425.79	9,177,276.84	Insel Air		4.39	Sun Country	3,850.03	631,783.01
ATA Airlines, Inc.		2,527,486.80	JAL (Japan Airlines)	21.95	1,097.15	Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines		725.70	Jet Airways		122.92	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	Jet Blue	26,677.38	6,649,623.45	SwissAir	17.56	5,762.07
Austrian Airlines		1,169.42	JetsGo		6,418.18	Taca Int'l Air		348.76
AV Atlantic		1,027.84	Kenya		215.21	TAM Airlines (Aviation Industry C	8.78	1,082.90
Avelo Airlines	6,136.54	524,348.56	KLM	21.72	15,364.80	TAP Air Portugal	21.95	453.54
Avenza		43.20	Korean Air	26.47	18,889.64	Tower Air		17.52
Avianca		297.77	Kuwait Airways		16.31	Trans Brasil Airlines		33.61
Aviateca, S.A.		5.84	Lacsa		36.54	Trans World Airways		781,609.36
Azul Brasileiras	4.39	57.07	Laker Airways		803.00	Turk Hava (Turkish)	47.41	3,558.31
Azores Airlines		100.86	Lan Airlines		21.95	Ultrair		2.88
Big Sky		2.92	Lan Argentina		21.95	United	39,935.54	6,013,672.14
Breeze Airlines		535,562.44	Lan Chile	8.78	513.09	US Air Shuttle		2.92
British Airways	39.51	12,277.45	Lan Peru	17.56	57.07	US Airways		8,883,648.83
Brussels Airlines		245.73	LATAM Airlines Group		676.06	USA 3000		79,178.04
BWIA		78.84	Leisure Air		33,007.40	V Australia (Virgin Blue)		390.71
Canada 3000		100,572.36	Lineas Aereas Privadas Argentinas		16.07	Varig		668.53
Canadian Airlines		64,977.45	Lone Star		69.52	Vietnam Airlines		83.41
Canair		20,334.88	Lot Polish Airlines		1,550.86	Virgin Atlantic	92.19	9,885.14
CanJet		120,295.00	LTU		74.88	Viscount Air Service		2,006.04
Cape Air / Hyannis Air Service		242.90	Lufthansa		8,779.03	Viscount Air Tours		353.32
Carnival Air Lines		1,883.40	Malaysia	4.39	411.27	Vision		2,809.60
Casino Air Link		887.68	Malev Hungarian		241.88	WestJet		59,780.01
Casino Express		8,389.66	Mark Travel Corp.		10,856.56	World Airways		35.04
Cathay Pacific	4.39	3,394.12	Mesa Airlines		132.20	Misc		4.39
Cayman Airways		101.96	Compania Mexicana		438.74	Total	597,286.12	104,899,527.44
Champion Air (MLT, Inc.)		9,343.96	MGM Grand Air		302.40	PFC checking Interest	3,828.16	1,805,975.98
China Airlines		2,481.07	Miami Air Int'l		5,515.47	PFC investment Interest		1,526,893.55
Colgan Air, Inc.		151.86	Midway Airlines		601.52	Securities-bought		32,071,184.66
ComAir		21,805.38	Midwest		1,922.08	Securities-sold		32,058,520.85
Compania		33.75	Mountain West		11.68	Securities interest		224,518.18
Conquest		5.76	National Airlines		5.84	Service charges		6,970.26
Continental Airlines		3,580,174.07	Nicaraguense de Aviacion		5.84	Expenditures	(615,000.00)	108,436,299.19
Continental Micronesia		44.05	North American Airlines		443.39	Balance		981.89
Contour Air	35.12	592.65						

**August 25, 2025 Regular Meeting Agenda - Department Reports**  
**Sarasota Manatee Airport Authority**  
**PFC Monthly Status Report - Revenue and Expenditures**  
**Month ended July 31, 2025**

Charge effective date: 9/1/1992  
 Total Collection Authority: \$ 133,581,461

			Expiration	Approved Impose	Approved Use	Current Revenue Jul-25	Interest Jul-25	Total Collections	Total Interest	Total Revenue
<u>Approved applications</u>										
Appl. 1		92-01-I-00/08-SRQ	Completed	13,944,391.00	-			12,126,777.00	1,817,614.00	13,944,391.00
Appl. 2		95-02-U-00/05-SRQ	Completed	-	5,947,682.00					
Appl. 3			Completed	750,061.00	8,746,770.00			675,673.36	74,387.64	750,061.00
Appl. 4	10/3/2000	00-04-C-00-SRQ		36,126,915.00	36,126,915.00					
	2/22/2002	00-04-C-01-SRQ		2,368,148.00	2,368,148.00					
	7/23/2009	00-04-C-02-SRQ		22,194,884.00	22,194,884.00					
	12/7/2017	00-04-C-03-SRQ		(887,886.00)	(887,886.00)					
Appl. 4		00-04-C-00/03-SRQ	Completed	59,802,061.00	59,802,061.00			58,234,308.15	1,567,753.03	59,802,061.18
Appl. 5	5/7/2019	19-05-C-00-SRQ	Completed	8,817,424.00	8,817,424.00			8,802,652.74	14,771.26	8,817,424.00
Appl. 6	9/8/2021	21-06-C00-SRQ	Completed	9,035,362.00	9,035,362.00			9,030,104.27	5,257.73	9,035,362.00
Appl. 7	7/13/23	23-07-C-00-SRQ	5/1/29	41,232,162.00	41,232,162.00	597,286.12	3,828.16	16,030,011.92	57,969.98	16,087,981.90
				133,581,461.00	127,633,779.00	597,286.12	3,828.16	104,899,527.44	3,537,753.64	108,437,281.08

Project number	Description	Use Appl. #	Estimated Implementation Date	Total Approved to Use	Expenditures Month end Jul-25	Total Expended to Date	Balance to Use	Status
	Various Projects Total	2		5,947,682	-	5,947,682	-	Project complete
	Various Projects Total	3		8,746,770	-	8,746,769	-	Project complete
	Total	4		59,802,061	-	59,802,061	-	Project complete
	Various Projects Total	5		8,817,424	-	8,817,424	-	Project complete
	Various Projects Total	6		9,035,362	-	9,035,362	-	
7.01	Terminal Expansion Design and Construct	7	12/1/2024	20,465,000			20,465,000.00	
7.02	East Apron Expansion and Taxilane Design and Construct	7	12/1/2022	547,803		547,803	-	Draw complete 4/25
7.03	Baggage Handling System Expansion	7	12/1/2024	11,237,016		11,237,016	-	Draw complete 3/25
7.04	GA General Inspection Service Facility	7	9/1/2023	3,739,872		352,197	3,387,675.00	
7.05	Relocated Automated Surface Observing System (ASOS)	7	12/1/2022	125,000		125,000	-	Draw complete 3/25
7.06	Expand West Commercial Apron	7	12/1/2023	4,680,151	615,000	3,387,664	1,292,487.00	
7.07	Taxiway C Rehabilitation Design and Construct	7	8/1/2023	256,878		256,878	-	Draw complete 3/25
7.08	Taxiway F Reconstruction Design and Construct	7	8/1/2023	115,975		115,975	-	Draw complete 3/25
7.09	PFC Administration	7	7/1/2023	64,467		64,467	-	Draw complete 3/25
				41,232,162	615,000	16,087,000	25,145,162	Amount budgeted for FY 2025 is \$9,087,000
Total all applications				133,581,461	615,000	108,436,299	25,145,162	

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**Sarasota Manatee Airport Authority**  
Finance Department  
July 31 2025  
Grant Monthly

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<b><u>FEDERAL AVIATION ADMINISTRATION - FAA</u></b>					
AIP-65	Rehab Taxiway C & F Construction	\$ 5,862,779.00	\$ 6,045,280.61	\$ 5,440,752.55	\$ 422,026.45
AIP-68	Commercial Apron Expansion Phase 1	\$ 5,425,050.00	\$ 7,941,782.36	\$ 5,153,797.50	\$ 271,252.50
AIP-69	Commercial Apron Expansion Phase 2	\$ 2,555,555.00	\$ 3,180,375.09	\$ 2,555,555.00	\$ -
AIP-70	FAA Expand Terminal WP3-Terminal Utilities	\$ 10,000,000.00	\$ 15,282,227.79	\$ 10,000,000.00	\$ -
AIP-71	Terminal Expansion WP5 GBF (Phase 2)	\$ 4,225,000.00	\$ 5,900,850.78	\$ 4,225,000.00	\$ -
AIP-72	Terminal Expansion WP5 GBF (Phase 2)	\$ 10,000,000.00	\$ 14,940,072.29	\$ 10,000,000.00	\$ -
AIP-73	Terminal Expansion WP5 GBF (Phase 2)	\$ 9,864,000.00	\$ 13,406,926.37	\$ 9,864,000.00	\$ -
AIP-74	Terminal Expansion WP5 GBF (Phase 2)	\$ 3,500,000.00	\$ 8,090,483.92	\$ 3,500,000.00	\$ -
AIP-75	Terminal Expansion WP5 GBF (Phase 2)	\$ 6,246,697.00	\$ 9,215,663.99	\$ 6,246,697.00	\$ -
AIP-76	Terminal Expansion WP5 GBF (Phase 2)	\$ 4,591,156.00	\$ 23,221,757.34	\$ 4,591,156.00	\$ -
AIP-77	Expand Terminal Concourse A	\$ 351,235.00	\$ 174,881.74	\$ 73,323.29	\$ 277,911.71
AIP-78	Concourse B Expansion WP6 (Phase 8)	\$ 5,000,000.00	\$ 1,435,434.72	\$ 1,064,870.80	\$ 3,935,129.20
AIP-79	Concourse B Expansion WP6 (Phase 9)	\$ 6,466,172.00	\$ 2,344,145.83	\$ 1,742,638.01	\$ 4,723,533.99
<b>FAA Totals</b>		<b>\$ 74,087,644.00</b>	<b>\$ 111,179,882.83</b>	<b>\$ 64,457,790.15</b>	<b>\$ 9,629,853.85</b>

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<b><u>FLORIDA DEPT OF TRANSPORTATION - FDOT</u></b>					
444614	Taxiway C & F Rehabilitation	\$ 354,204.00	\$ 6,045,280.61	\$ 300,455.86	\$ 53,748.14
444678	Ground Transportation Curbside Improvements	\$ 4,574,706.00	\$ 9,055,573.39	\$ 4,248,108.34	\$ 326,597.66
446357	Baggage Handling - Design	\$ 61,996.23	\$ 1,276,239.54	\$ 61,996.23	\$ -
	Baggage Handling - Construction	\$ 8,997,177.77	\$ 46,197,911.39	\$ 8,983,160.32	\$ 14,017.45
		<b>\$ 9,059,174.00</b>	<b>\$ 47,474,150.93</b>	<b>\$ 9,045,156.55</b>	<b>\$ 14,017.45</b>
450535	GA Federal Inspection Station	\$ 2,550,000.00	\$ 1,639,234.64	\$ 241,075.46	\$ 2,308,924.54
450536	West Air Center Apron	\$ 5,688,272.00	\$ 12,027,137.88	\$ 5,233,772.10	\$ 454,499.90
450852	Terminal Expansion @ 100%	\$ 21,500,000.00	\$ 21,504,177.62	\$ 21,500,000.00	\$ -
	Terminal Expansion @ 50%	\$ 5,000,000.00	\$ 18,117,539.74	\$ -	\$ 5,000,000.00
		<b>\$ 26,500,000.00</b>	<b>\$ 39,621,717.36</b>	<b>\$ 21,500,000.00</b>	<b>\$ 5,000,000.00</b>
453787	Land Acquisition	\$ 678,942.00	\$ 1,358,882.41	\$ 678,941.20	\$ 0.80
453790	Terminal Parking Garage	\$ 300,000.00	\$ 753,914.68	\$ 244,128.09	\$ 55,871.91
<b>FDOT Totals</b>		<b>\$ 49,705,298.00</b>	<b>\$ 117,975,891.90</b>	<b>\$ 41,491,637.60</b>	<b>\$ 8,213,660.40</b>

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<b><u>Transportation Security Administration - TSA</u></b>					
	Baggage Handling - Design	\$ 849,752.63	\$ 1,276,239.54	\$ 840,189.17	\$ 9,563.46
	Baggage Handling - Construction	\$ 24,459,650.11	\$ 46,197,911.39	\$ 20,117,069.31	\$ 4,342,580.80
<b>TSA Totals</b>		<b>\$ 25,309,402.74</b>	<b>\$ 47,474,150.93</b>	<b>\$ 20,957,258.48</b>	<b>\$ 4,352,144.26</b>

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<b><u>Manatee County</u></b>					
	15th Street Observation Project	\$ 1,100,000.00	\$ 2,261,676.44	\$ 700,410.56	\$ 399,589.44
<b>Grants Totals</b>		<b>\$ 150,202,344.74</b>	<b>\$ 278,891,602.10</b>	<b>\$ 127,607,096.79</b>	<b>\$ 22,595,247.95</b>

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<b><u>Florida Division of Emergency Management - FDEM</u></b>					
	SRQ Emergency Operations & Public Safety Complex	\$ 1,350,000.00	\$ 296.86	\$ -	\$ 1,350,000.00
<b>Grants Totals</b>		<b>\$ 151,552,344.74</b>	<b>\$ 278,891,898.96</b>	<b>\$ 127,607,096.79</b>	<b>\$ 23,945,247.95</b>

**SARASOTA MANATEE AIRPORT AUTHORITY  
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT  
AUGUST 25, 2025 REGULAR MEETING**

**REAL ESTATE DEVELOPMENT & PROPERTIES**

**JULY 2025**

**AIRLINES:**

- **Allegiant Airlines:** Allegiant to occupy Cargo building and redevelopment is underway.
- **United Airlines:** United is expanding/doubling its workspace in the lower Concourse B and will commence minor construction in July.
- **Southwest Airlines:** Discussions are underway with Southwest for a minor expansion in the lower Concourse B area to include a set of restrooms.
- **American Airlines:** American has requested an additional Gate in Concourse B (B-1) which would be added to American's Signatory Agreement.

**NORTH QUAD DEVELOPMENT:**

- **Sheltair FBO:** Under construction, with opening projected 4<sup>th</sup> quarter. An amendment to the lease is in finalization and will be on the August Board agenda for consideration/approval. The amendment modifies the lease area and removes the GA FIS ramp area constructed by and at Sheltair's cost. Sheltair is due to open in September or October.
- **SRQ Hangar, LLC:** SRQ Hangar will commence construction in July.
- **EAA:** EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- **GA FIS:** The GA FIS facility is in process and under construction.
- **Roper Tech:** Roper hangar is under construction.
- **ASG:** ASG hangar is under construction.
- **Pilatus Aircraft:** Pilatus has submitted plans to Manatee County for Phase 1 and has commenced due diligence/design on Phase 2, as well.
- **Air Medallion:** Lease negotiations are underway with Air Medallion for a 30,000-sf storage hangar and is anticipated to be on the August agenda for consideration/approval.

**OTHER DEVELOPMENT:**

**School District of Manatee County, Florida:** Manatee Schools in final revisions to plans then proceed to construction, projected to start mid-2025.

**Team Success:** SMAA and Team Success are working together to develop the aviation curriculum to be implemented within two years.

**Boca Aircraft Maintenance:** BAM is in full operation and is in discussions with the airport for development of a second hangar. Site planning and lease negotiations underway for second hangar. A lease amendment is anticipated to be included on the August Board agenda for consideration/approval.

**DaVinci:** DaVinci is to move to an alternate location whereby Unipak would downsize its facility by 15,000 and SMAA would in turn lease this portion to DaVinci. The alternative would expedite the project by shortening the permit and construction periods, would be significant cost savings for DaVinci and SMAA would receive current market rent for the space. Zoning modifications are underway to accommodate the school use needed in this project. Lease and amendments for both the Unipak downsize and the relocation of DaVinci are anticipated to be on the August Board agenda for consideration and approval.



**Property #5/6 and Airfield:** DRI termination and rezoning in process for airport parcels in Manatee County and will include airside and off airport parcels. And it will also include the DaVinci training center to be relocated to a portion of Unipak building which will need additional school zoning..

**Dolphin FBO Expansion:** Dolphin completed six additional hangars. Dolphin is planning to renovate/redevelop the remaining facilities, and design is underway.

**Atlantic FBO:** Atlantic has approved a lease land swap of undeveloped hangarminium land for land adjacent to the northeast FBO (Pilot Place). Lease amendment(s) negotiations are underway. Lease amendments are anticipated to be included on the August Board agenda for consideration/approval.

Atlantic has submitted conceptual plans for the expansion of hangars, discussions are underway. In addition, discussions for a Vertiport have commenced with Atlantic, Atlantic acquired Ferrovia Vertiport division.

**Geico building and adjacent lots:** Properties is in negotiations with Tim Hortons to develop a drive-through restaurant on these lots (received first draft LOI). The project would require zoning modifications which will commence shortly. Properties recently granted a short lease extension to the Geico insurance operator in the meantime while zoning/entitlements are in process.

**USS storage/Property 9:** Redevelopment of USS/Property 9 to an aviation industrial park is in process. Plans for a 100,000-sf light industrial building are 65% complete and moving towards 100%. Discussion/negotiations are underway with various aviation tenants. USS storage is in process of closing out and will only offer truck parking until such time as the industrial building commences construction.

**Property #10/M-lot hangars:** ASG lease to continue until such time ASG transitions into its hangar under construction. Elixir aircraft continues working towards its FAA certification and will transition into the hangars once certified.

The airport is negotiating with Atlantic FBO to take back non-performing lease areas for the development of an additional hangar plus an increase in parking areas for both Elixir hangars and MTC. Amendment forthcoming in August.

**Property #2/Tallevast:** Properties continues to market and are reviewing/considering a developer to jointly develop Property 2 with SMAA.

**Sarasota Bradenton Aviation Inc.:** Lease negotiations and site planning are underway with Sarasota Bradenton for a 30,000-sf storage hangar and is anticipated to be on the August agenda for consideration/approval.

**Elixir:** Elixir obtained FAA approval and the announcement was given at the Oshkosh air show in July.

**Paris Air Show:** Properties SVP attended the Paris Air Show, meetings and discussions continue with KUNZ aircraft recovery, Piaggio, TECNAM, and others. Also, discussions continue with local opportunities such as Cirrus Aviation and Sim.

**CONCESSIONS:**

All concessions within the ground boarding Concourse A are in full operation. Redevelopment of concessions within the Terminal and Concourse B continues with new concessions openings, temporary concessions and additional concessions construction scheduled over the next several months. Properties is also in discussions with Tim Hortons to add a kiosk at the east end of Concourse A.

- **HMS Host:** HMS Host has commenced operations.
- **Mitchell Management of Florida, Inc.:** Huey Magoo's has commenced operations.

**PARKING/GROUND TRANSPORTATION/RENTAL CARS:**

A Parking (and Rental Car) study is ongoing, a presentation was made at a Board workshop, proceeding with further preliminary planning as directed.

Meetings with the three car rental companies continue with discussions, short-term and long-term plans. The addition of a fourth rental car company has been awarded and is in design with operation to commence in the 4<sup>th</sup> quarter this year.

Uber/Lyft staging will be moved to the Tower Road Lot effective August 15<sup>th</sup> to release the lot back to the New College leasehold.

**GENERAL AVIATION:**

**T-HANGAR MONTHLY STATUS REPORT  
FOR THE MONTH OF JULY 2025**

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	21	100%	\$2,040.00	\$8,160.00	\$97,920.00
48' W Large	27	27	74	100%	\$835.00	\$22,545.00	\$270,540.00
42' Standard (42' wide)	104	104	127	100%	\$610.00	\$63,440.00	\$761,280.00
42' W Standard w/additional 176 sq. ft. storage	4	4	3	100%	\$755.00	\$3,020.00	\$36,240.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	4	2		50%	\$120.00	\$240.00	\$2,880.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
<b>TOTAL</b>	<b>147</b>	<b>145</b>	<b>225</b>			<b>\$97,925.00</b>	<b>\$1,175,100.00</b>

**General:** Advertising, Ground Transportation permitting, Uber/Lyft oversight, Insurance notices, tenant inquiries, showing of properties, construction permits, meetings with surveyors, appraisers, contractors and engineering consultants, collections and past due notices, notices of insurance renewals and compliance, project planning and staff meetings.

**Operations Department  
Monthly Report  
July 2025**

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**Projects and Activities**

- Operations attended meetings for the Shellair, Taxiway A rehabilitation, Overflow Parking Lot A, and terminal concession construction projects.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations responded to multiple wildlife and FOD calls throughout the month, involving opossums, raccoons, coyotes, birds, etc.
- Operations corrected several minor issues with the Access Control System during the month.
- Operations and Facilities added CCTV cameras and the Access Control System to the Ground Transportation Center.
- The ID Badging System received a programming update, and a new badge color was added for non-secure areas of the terminal.
- 7/15 – 18 and 7/21 – 23: Southeast Taxiway A closed daily, 8AM – 5 PM for survey work.
- 7/25 & 7/30 – Runway 14/32 closed midnight to 5:30AM for painting and survey work.

**Alerts and Incidents**

- 7/13 - Cirrus SR-22 experienced a flat nose tire on Taxiway C, at Taxiway B intersection. Operations escorted an Atlantic tug, and aircraft towed to the Atlantic South ramp.
- 7/24 – C-172 experienced a flat tire landing Runway 22, was able to clear the runway at Taxiway B1. Operations and ARFF responded with flat tire dolly. Aircraft was towed to The Pilot Place.
- 7/25 - Piper Cherokee experienced a flat nose wheel upon landing Runway 22. The aircraft exited at Taxiway H. Operations escorted a Dolphin tug to recover the aircraft and towed it back to Dolphin.
- 7/28 – Fuel Spill: A320 leaked approximately 5-10 gallons of fuel out of the right wing vent during refueling. Operations, ARFF and Menzies responded. The fuel spill was cleaned up with absorbent. Operations and ARFF assisted.
- 07/29 – Operations escorted a representative from Save Our Seabirds to catch an injured Great Egret near a runway.
- 07/30 – After landing on Runway 32 and exiting at Taxiway C5, a Cessna Conquest became disabled. Operations escorted an Atlantic tug to aircraft, then towed to Boca Aircraft Maintenance.

**Miscellaneous Activities**

<b>July 2025 Activity</b>	<b>2025</b>	<b>2024</b>	<b>% +/-</b>
Medical Runs Dispatched by AIRCOM	<b>29</b>	27	7%
Medical Runs requiring County EMS Response*	<b>4</b>	10	-60%
Aircraft Alerts/Incidents	<b>4</b>	9	-56%
NOTAMs Issued	<b>67</b>	92	-27%
Notice of Violations	<b>3</b>	4	-25%
CHRC (Fingerprint check) conducted	<b>103</b>	86	20%
New I.D. Badges Issued	<b>112</b>	108	4%
I.D. Badges Renewed	<b>142</b>	131	8%
Security Threat Assessments	<b>447</b>	295	52%
Computer Based Training Classes completed	<b>653</b>	598	9%

\*On 7/16 ARFF ALS EMS & Ambulance Transport began service.

## FIRE DEPARTMENT ACTION REPORT

July 2025

Jul-25

SAFETY INCIDENT/RESPONSES					
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF RESPONSES	TOTAL YEAR TO DATE	2024 July	2024 YTD
EMT FIRST AID RESPONSES:	Tickel wing	2	21	5	23
	Main	2	30	3	17
	Baggage Wing	4	28	5	28
	Escalator	0	0		1
	Curbside	0	28		39
	2nd Floor	2	19	2	22
	3rd Floor	1	1		1
	TSA Checkpoint	2	9		16
	Walk-in	0	0		2
	Restaurant	0	2		0
	Concourse 1st	0	23	2	7
	Concourse 2nd	13	91	9	86
	Concourse A	1	14		
	Ramp	3	10		4
	Aboard Aircraft	2	38	3	46
	Parking lot	1	13	4	18
	Toll Booth	0	0		0
	Airfield	1	4		2
	Other/Unkown	2	13	1	6
	<b>TOTAL EMT FIRST AID:</b>	<b>34</b>	<b>346</b>	<b>34</b>	<b>340</b>
FIRE RESPONSES:	Aircraft Fire	0	0		0
	Structural Fire	0	1		2
	Vegetation Fire	0	2		2
	Vehicle Fire	0	0		1
	Trash Fire	0	1		1
FIRE ALARM RESPONSES:	Fire Alarms	1	22	5	22
	Bomb Scare	0	0		0
	<b>TOTAL FIRE / ALARM:</b>	<b>1</b>	<b>24</b>	<b>5</b>	<b>28</b>
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	1	5		6
	Chemical Spill	0	4		1
	Other	0	5	15	30
	<b>TOTAL HAZARDOUS MATERIAL:</b>	<b>1</b>	<b>14</b>	<b>15</b>	<b>37</b>
AIRCRAFT EMERGENCY RESPONSES:	Alert I	0	3	2	3
	Alert II	0	12	3	17
	Alert III	0	3		4
	Stand By/Hot Fuel	1	15	1	16
	<b>TOTAL AIRCRAFT EMERGENCY:</b>	<b>1</b>	<b>33</b>	<b>6</b>	<b>40</b>
SUPPLEMENT REPORT		22	171		36
	<b>TOTAL RESPONSES</b>	<b>61</b>	<b>590</b>	<b>60</b>	<b>481</b>

## FIRE DEPARTMENT ACTION REPORT

July 2025

7/2/2025 Action taken, other	Bogle, Dino 7/2/2025 11:58:17 AM -04:00:Cancelled call to third floor terminal for a fire alarm activation pull station.
7/3/2025 Standby	Goncalves, Felipe 7/4/2025 12:57:43 AM -04:00:Arff was notified by Aircom of a Hot Fuel at hard stand for an Alegent Airbus 320 that had mechanical work done due to excessive vibration on the number 2 engine. The aircraft was fueled by Menzies they added 1492 Gallons of Jet A to the Aircraft. There was a total of 3 souls on board.
7/8/2025 Investigate	Barnard, Jason 7/8/2025 10:38:03 AM -04:00:ARFF received a phone call from AirCom, with Manatee Co dispatch on the other line, because a fire alarm company called to say there was a report of the fire pump (164) running. I had AirCom tone us out and ARFF units responded to find the pump in "treuble", not running. The FACP was reset and went back into trouble so it was silenced and reported to AirCom; for contacting Dolphin mgmt.
7/8/2025 Drain Sprinkler System	Barnard, Jason 7/8/2025 10:58:53 AM -04:00:Chief instructed us to drain the fire station sprinklers for construction
7/8/2025 Provide manpower	Esposito, Nick 7/11/2025 2:23:20 PM -04:00:Crew was asked to remove the water from the sprinkler lines. Crew drained the system and advised the contractors.



7/10/2025	Disable Fire Alarm Device	Barnard , Jason 7/11/2025 10:31:22 AM -04:00:ARFF disabled and restored smoke detectors in the electric vault for construction.
7/21/2025	Drain Sprinkler System	Sharpe , Benjamin 7/22/2025 12:45:51 AM -04:00:On the date and time stated above, received request via phone call to drain the ticket wing overhang area for work being done by Magnum builder contractors. Captain Sharpe acknowledged the request and responded in ARF-5, disabling alarms before he left the station. Upon meeting with the contractor and verifying the work area which was identified as the curbside overhang area from the very end of the East ticket wing and working all the way into the west ticket wing area, Captain Sharpe drained the east and west ticket wing sprinkler
7/22/2025	Drain Sprinkler System	Barnard , Jason 7/23/2025 2:09:37 PM -04:00:Drained East Ticket wing for Sprinkler demo.
7/22/2025	Refill Sprinkler System	Sharpe , Benjamin 7/22/2025 7:26:07 AM -04:00:On the date and time stated above, received request from Magnum builders to refill the sprinkler system at the ticket wing overhang with work completion. Captain Sharpe acknowledged the call and responded with ARF-5, disabling the water flow alarms before going en-route. The fire pump was shut down prior to opening of the risers. With the risers open, this unit relocated to each inspector test valve to close once all air was cleared. Upon closing of valves, Captain Sharpe called the contractor and alerted them to look for leaking in their work area as the pressure would be building up and what contact again once pressure was at operating level. Once the pressure and the system reached 180 psi, Captain Sharpe contacted contractor again and insured that there was no leaking to be seen. With no further service required and the pressure holding steady, the fire pump was turned back on and this unit returned to quarters. All alarms were turned back on upon return to station.
7/23/2025	Drain Sprinkler System	Dunsmore, Collin 7/23/2025 11:49:35 PM -04:00:ARF drained east ticket wing for construction work. No incidents.
7/23/2025	Refill Sprinkler System	Barnard , Jason 7/23/2025 2:14:00 PM -04:00:Refilled East Ticket wing after Sprinkler demo.
7/24/2025	Drain Sprinkler System	Goncalves, Felipe 7/25/2025 11:07:32 AM -04:00:ARF was notified of sprinkler work at the East and west ticket Wing. ARF 2 Responded and drained the East and West ticket wing and spoke with the contractor who was replacing the sprinkler under the overhang.
7/24/2025	Remove disabled Aircraft from Runway or Taxiway	Sharpe , Benjamin 7/24/2025 5:35:45 PM -04:00:On the date and time stated above, received request from operations to assist with a disabled aircraft with a blown tire at the connection of B1 taxiway. ARFF acknowledged and responding with ARF-1 & ARF-5. Upon arrival, found Cessna 172 aircraft with left blown main gear; no injuries to occupants. ARFF used the Plane Skate and secured the gear. See pictures attached. With aircraft secured, ARF-5 towed the aircraft to the Pilot's Place, with ops1 and ARF-1 monitoring for safety. Pilot's Place personnel selected the parking area for the aircraft and was secured to their liking. ARFF unit units were dispatched for a ARF-1 was released to respond. ARF-5 officer gathered aircraft & pilot information and cleared the scene.
7/24/2025	Refill Sprinkler System	Barnard , Jason 7/24/2025 10:40:55 AM -04:00:Refilled east ticket wing
7/25/2025	Refill Sprinkler System	Sharpe , Benjamin 7/25/2025 7:07:18 AM -04:00:On the date and time stated above, received request to refill ticket wing sprinkler systems from Magnum builder contractor. Captain Sharpe acknowledged and responding in ARF-5. Water flow systems were deactivated prior to leaving the fire station. The fire pump was deactivated prior to the opening of both risers. With both risers open and drain valves closed, ARF-5 closed each inspector test valve once air was purged. The jockey pump was utilized to slowly raise the pressure to operating levels before being shut off in returned to the auto position. Magnum builder contractor was contacted and, with the pressure holding, inspection begin of the work area to ensure no leaking of the sprinklers in the worked area. With no leaks found, ARF-5 cleared the scene, re-enabling both the fire pump and the fire alarm system.
7/28/2025	Restore sprinkler or fire protection system	Barnard , Jason 7/29/2025 10:47:07 AM -04:00:Disabled and later reenabled detectors in the airfield vault
7/28/2025	Fuel Spill	Barnard , Jason 7/28/2025 6:12:36 PM -04:00:ARFF was toned out for a fuel spill at gate B-3. En route, OPS advised a spill of 2-3 gallons. On scene, spill was found to already be contained, not spreading, by Menzies employees. ARFF crew remained on scene until spill was cleaned, aircraft was checked out, and finished receiving fuel needed for the
7/29/2025	Drain Sprinkler System	Bogle, Dino 7/30/2025 12:05:40 AM -04:00:Crew drained West ticket wing zone 12 for construction work.
7/29/2025	Drain Sprinkler System	Goncalves, Felipe 7/29/2025 6:39:24 PM -04:00:Drain sprinkler at fire station for sprinkler leak in TV room
7/29/2025	Refill Sprinkler System	Goncalves, Felipe 7/29/2025 10:17:30 PM -04:00:ARF refilled the sprinkler system at the fire station after the leak was fixed
7/30/2025	Refill Sprinkler System	Bogle, Dino 7/30/2025 6:42:17 AM -04:00:Refill west ticket wing zone 12
7/30/2025	Drain Sprinkler System	Esposito, Nick 7/31/2025 12:08:38 AM -04:00:Safety Base was called via landline by Magnum to drain the West Ticket Wing for sprinkler work. ARF-1 crew drained the West Ticket Wing and returned to quarters.
7/30/2025	Disable Fire Alarm Device	Esposito, Nick 7/30/2025 7:37:09 PM -04:00:The Fire Station Fire Alarm was tripped due to construction dust. Crew investigated to find that drywall dust caused the false alarm. Crew disabled the fire alarms around the area so that construction could resume.
7/31/2025	Restore sprinkler or fire protection system	Esposito, Nick 7/31/2025 10:22:24 AM -04:00:Crew was notified by Magnum to turn back on the sprinkler system at the West Ticket Wing. Crew restored the sprinkler system and returned to quarters.
7/31/2025	Drain Sprinkler System	Manning , Morsen 8/1/2025 10:40:16 AM -04:00:ARFF crew was notified to drain the west ticket wing for work on the fire system



**SARASOTA MANATEE AIRPORT AUTHORITY**  
**POLICE ACTIVITIES - JULY**

CRIMES	2022	2023	2024	2025
ASSAULT/BATTERY	0	2	1	3
BOMB THREATS	0	0	0	0
GRAND THEFT AUTO	1	1	1	0
DAMAGE TO PROPERTY	1	0	0	0
DISORDERLY CONDUCT	2	2	4	3
FIELDS INTERVIEWS	3	4	8	9
DOMESTIC VIOLENCE	0	0	0	0
NARCOTICS	2	0	0	0
PERSONAL PROPERTY THEFT	0	0	2	1
RECOVER GRAND THEFT AUTO	1	1	0	0
SUSPICIOUS PERSON	6	4	1	12
SUSPICIOUS VEHICLE	5	1	1	2
TRESPASS	4	1	3	5
OTHER CRIMES	1	1	1	1
<b>TOTAL:</b>	<b>26</b>	<b>17</b>	<b>22</b>	<b>36</b>
<b>PATROLS</b>				
AOA	110	115	130	66
CONCOURSE PATROL	163	158	196	319
SECURITY CHECKPOINT	143	209	245	234
GROUND TRANS	38	46	11	60
PARKING LOTS	145	116	185	138
PERIMETER (INSIDE)	28	59	59	39
ROADWAY	130	118	171	114
BAGGAGE AREA PATROL	125	126	117	158
TACTICAL PATROLS	25	15	78	11
SECURITY PATROLS	301	390	426	452
<b>TOTAL:</b>	<b>1208</b>	<b>1352</b>	<b>1618</b>	<b>1591</b>
<b>ASSISTANCE</b>				
BAKER/MARCHMAN ACT	2	2	8	4
CUSTOMERS	28	13	1	14
MOTORISTS	2	1	3	3
OUTSIDE AGENCIES	5	9	2	3
SMAA EMPLOYEE/DEPT	1	0	0	0
TENANTS	22	18	5	2
MEDICAL CALLS	30	26	32	36
LOST & FOUND LOGGED	51	42	60	78
LOST & FOUND RETURNED	16	13	26	32
LOST & FOUND INQUIRIES	152	233	350	247
<b>TOTAL:</b>	<b>309</b>	<b>357</b>	<b>487</b>	<b>419</b>

INSPECTIONS	2022	2023	2024	2025
COMMERCIAL INSPECTION	23	32	12	7
GATE INSPECTION	97	148	127	218
GT INSPECTION	334	204	29	169
SIDA CHECK	131	128	127	251
OTHER INSPECTIONS	0	0	0	0
<b>TOTAL:</b>	<b>585</b>	<b>512</b>	<b>295</b>	<b>645</b>
<b>TRAFFIC</b>				
DISABLED VEHICLE/TOWING	1	1	2	2
PARKING TICKETS	10	10	9	7
TRAFFIC CRASHES	3	13	5	2
TRAFFIC CITATIONS	7	0	12	9
WARNINGS	0	0	4	4
OTHER TRAFFIC	5	1	2	0
<b>TOTAL:</b>	<b>26</b>	<b>25</b>	<b>34</b>	<b>24</b>
<b>CHECKPOINTS</b>				
AOA BREACH	0	0	0	1
ASSIST ASM MISC.	0	3	0	2
CHECKPOINT BREACH	0	0	0	1
DOOR ALARMS	4	0	0	4
NARCOTICS	0	3	0	1
EXIT LANE ALARM	1	0	0	0
EXIT LANE BREACH	1	0	0	0
OTHER	0	1	2	0
<b>TOTAL</b>	<b>6</b>	<b>7</b>	<b>2</b>	<b>9</b>
<b>WEAPONS</b>				
EXPLOSIVES	0	0	0	0
FIREARM PARTS/AMMO	1	1	0	0
FIREARMS AT CHECKPOINT	1	1	1	3
UNDECLARED WEAPONS	0	0	0	1
OTHER WEAPONS	6	5	3	0
<b>TOTAL:</b>	<b>8</b>	<b>7</b>	<b>4</b>	<b>4</b>
<b>ARRESTS</b>				
ARRESTS FELONY	0	0	0	2
ARRESTS JUVENILE	0	0	0	0
ARRESTS MISD	1	3	1	4
SAO REFERRAL	0	0	0	0
NOTICE TO APPEAR	1	0	1	0
OTHER ARRESTS	1	0	0	0
<b>TOTAL:</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>6</b>

7.5

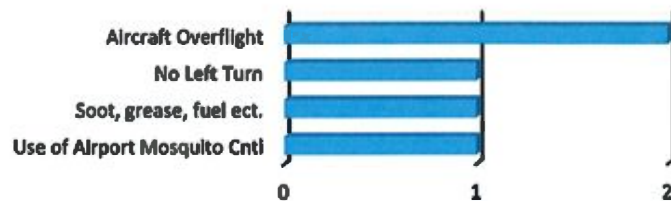


## OPERATIONS DEPARTMENT NOISE MONITORING AND FLIGHT TRACKING MONTHLY REPORT JULY 2025

The chart to the right displays the distribution of noise complaints for the month of July 2025. There were 4 calls and 1 webform which generated 5 complaints.

Of the total complaints, 60% were from Sarasota County and 40% were from Manatee County. The average number of calls/webforms/emails received for the month was .20 per day.

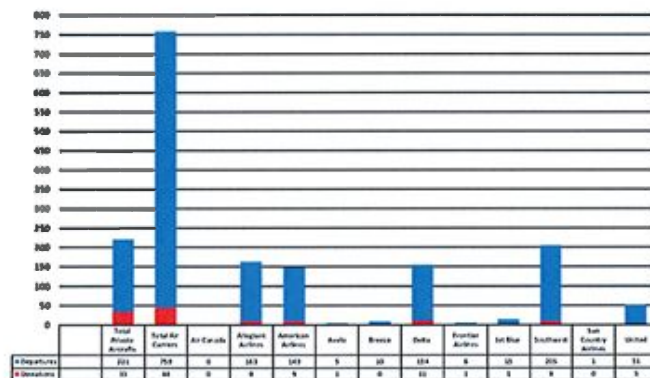
### Citizen Comments July 2025



Flight Tracking & Runway 32 Deviation data is for July 2025. There were 44 air carriers, and 33 private jet deviations observed during this period.

In July 2025, Delta (DAL) had 11 deviations, Southwest (SWA) had 9 deviations, Allegiant (AAY) had 9 deviations, American (AAL) had 9 deviations, United (UAL) had 3 deviations, JetBlue (JBU) had 1 deviation, Frontier (FFT) had 1 deviation, and Avelo (VXP) had 1 deviation. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Six & TIDES One Departure Procedures (NADP for Runway 32).

### Runway 32 Departures / Deviations July 2025



### RUNWAY UTILIZATION

The overall runway utilization for the month of July 2025 is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	1%	6%	38%	55%
Departures	10%	10%	34%	46%

**SARASOTA MANATEE AIRPORT AUTHORITY  
DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT  
JULY ACTIVITY 2025**

**SRQ AMBASSADORS**

In July, the SRQ Ambassadors volunteered 1,121.27 hours. Our ambassadors gave 6 guided tours with 161 participants during the month.

**MEDIA RELATIONS**

Met with or contacted this month by reporters from the Sarasota Herald-Tribune, the Bradenton Herald, ABC7, SNN TV, Bay News 9 and News Channel 8.

**Mark Stuckey, Executive Vice President, Chief of Staff: July 1- July 30, 2025**

July 9-11	Attended event with VSC and Southwest Airlines in Baltimore, MD
July 22	Started new temp position as Interim SVP, Engineering & Facilities
July 23-31	Attended multiple daily engineering construction meetings

**Fredrick Piccolo, President, CEO: July 1-July 30, 2025**

July 2	Media Interview: Sarasota Magazine
July 14	Attend ACI-NA Political Affairs Zoom meeting
July 23	SPEAKER: Rotary Club of Sarasota
	Media Interview: SRQ Magazine
July 30	Video Interview: Posthumous Lifetime Achievement Award – K Kirschner
July 31	Special USF Board of Trustees (BOT) Teams meeting

Mr. Piccolo participates in various impromptu media interviews throughout the month

# **ACTIVITY REPORT**

## **July 2025**

**ACTIVITY MONTH: JULY**

**ACTIVITY REPORT**  
**SARASOTA-MANATEE AIRPORT AUTHORITY**  
**SARASOTA BRADENTON INTERNATIONAL AIRPORT**

						12 MONTHS ACTIVITY			
						THRU JULY			
	2025	2024	%	2025 YEAR	2024 YEAR	%	2025	2024	%
			CHANGE	TO DATE	TO DATE	CHANGE			CHANGE
AIRCRAFT OPERATIONS									
ITINERANT									
AIRLINES	2,467	2,234	10.43%	23,310	21,309	9.39%	35,024	33,906	3.30%
AIR TAXI	1,368	1,129	21.17%	12,762	10,385	22.89%	20,892	16,445	27.04%
GENERAL AVIATION	4,747	5,711	-16.88%	38,758	46,081	-15.89%	63,784	76,505	-16.63%
MILITARY	145	96	51.04%	916	1,127	-18.72%	1,533	1,645	-6.81%
TOTAL ITINERANT	8,727	9,170	-4.83%	75,746	78,902	-4.00%	121,233	128,501	-5.66%
GENERAL AVIATION (Local)	3,939	4,735	-16.81%	19,929	25,008	-20.31%	34,772	45,794	-24.07%
TOTAL OPERATIONS	12,666	13,905	-8.91%	95,675	103,910	-7.93%	156,005	174,295	-10.49%
TOTAL PASSENGERS:									
ON	161,963	161,035	0.58%	1,475,470	1,446,675	1.99%	2,159,554	2,235,099	-3.38%
OFF	160,565	158,488	1.31%	1,431,502	1,403,916	1.96%	2,142,513	2,225,185	-3.72%
TOTAL	322,528	319,523	0.94%	2,906,972	2,850,591	1.98%	4,302,067	4,460,284	-3.55%

**SARASOTA BRADENTON INTERNATIONAL AIRPORT**  
**TOTAL PASSENGERS - JULY 2025**  
**MONTH / YEAR-TO-DATE COMPARISON**

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE		
	2025	2024	% CHG	2025	2024	% CHG	2025	2024	
[MAJOR CARRIERS]									
AIR CANADA	0	0	0.0%	15,254	12,287	24.1%	0.5%	0.4%	
ALLEGiant	86,408	70,475	22.6%	664,284	501,077	32.6%	23.3%	17.8%	
AVELO	2,457	2,408	2.0%	44,662	42,899	4.1%	1.6%	1.5%	
BREEZE	4,172	4,241	-1.6%	100,681	38,780	159.6%	3.5%	1.4%	
DELTA	70,782	63,859	10.8%	562,094	555,180	1.2%	19.7%	19.8%	
FRONTIER	2,999	11,229	-73.3%	78,406	102,197	-23.3%	2.8%	3.6%	
JETBLUE	7,835	8,288	-5.5%	143,286	116,227	23.3%	5.0%	4.1%	
UNITED	23,423	26,541	-11.7%	235,630	290,269	-18.8%	8.3%	10.3%	
AMERICAN	48,194	39,477	22.1%	367,372	413,507	-11.2%	12.9%	14.7%	
SOUTHWEST	73,122	84,143	-13.1%	598,851	706,557	-15.2%	21.0%	25.2%	
SUN COUNTRY	992	0	100.0%	40,169	29,995	33.9%	1.4%	1.1%	
MAJOR TOTAL:	320,384	310,661	3.1%	2,850,689	2,808,975	1.5%	100.0%	100.0%	
[AFFILIATE AIRLINES]									
MESA AIRLINES-United Express	0	0	0.0%	8,777	10,432	-15.9%	16.2%	26.3%	
PSA AIRLINES -American	284	7,961	-96.4%	25,660	20,234	26.8%	47.2%	51.0%	
REPUBLIC-American	0	566	-100.0%	1,427	6,308	-77.4%	2.6%	15.9%	
Republic - United	0	0	0.0%	6,600	284	2223.9%	12.1%	0.7%	
Republic-Delta	988	0	100.0%	6,116	0	100.0%	11.3%	0.0%	
SKY WEST - United	262	0	100.0%	1,116	1,888	-40.9%	2.1%	4.8%	
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%	
ENVOY-American	447	0	100.0%	4,652	525	786.1%	8.6%	1.3%	
REGIONAL TOTAL:	1,981	8,527	-76.8%	54,348	39,671	37.0%	100.0%	100.0%	
[DOMESTIC-CHTR]									
SUN COUNTRY	163	335	-51.3%	1,935	1,945	-0.5%	3.6%	100.0%	
SUBTOTAL:	163	335	-51.3%	1,935	1,945	-0.5%	3.6%	100.0%	
CHARTER TOTAL:	163	335	-51.3%	1,935	1,945	-0.5%	0.1%	0.1%	
GRAND TOTAL:	322,528	319,523	0.9%	2,906,972	2,850,591	2.0%	100.0%	100.0%	

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**SARASOTA BRADENTON INTERNATIONAL AIRPORT  
TOTAL YOY PASSENGER COMPARISON - BY MONTH**

2025					2024					YOY
JAN	236,887	131,722	0	368,609	JAN	252,136	143,683	174	395,993	-6.9%
FEB	270,909	156,805	338	428,052	FEB	272,628	157,427	293	430,348	-0.5%
MAR	360,901	236,561	334	597,796	MAR	315,612	237,645	264	553,521	8.0%
APR	318,634	169,949	304	488,887	APR	259,620	183,220	249	443,089	10.3%
MAY	232,832	134,157	257	367,246	MAY	221,489	148,682	290	370,461	-0.9%
JUNE	218,238	115,077	539	333,854	JUNE	203,370	133,946	340	337,656	-1.1%
JULY	217,210	105,155	163	322,528	JULY	193,328	125,860	335	319,523	0.9%
AUG	0	0	0	0	AUG	159,396	96,967	318	256,681	-100.0%
SEPT	0	0	0	0	SEPT	128,676	81,243	0	209,919	-100.0%
OCT	0	0	0	0	OCT	126,931	66,706	368	194,005	-100.0%
NOV	0	0	0	0	NOV	211,924	117,137	314	329,375	-100.0%
DEC	0	0	0	0	DEC	257,652	147,463	0	405,115	-100.0%
<b>TOTAL:</b>	<b>1,855,611</b>	<b>1,049,426</b>	<b>1,935</b>	<b>2,906,972</b>	<b>TOTAL:</b>	<b>2,602,762</b>	<b>1,639,979</b>	<b>2,945</b>	<b>4,245,686</b>	<b>-31.5%</b>

**SARASOTA MANATEE AIRPORT AUTHORITY  
ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT  
July, 2025**

**ENGINEERING**➔ **Baggage Handling System Project**

The Baggage Handling System Project will consolidate the three-existing mini-inline systems into one fully inline system. This project will allow all bag belts in ticketing to feed to one checked baggage inspection room and will allow for redundant screening machines. The project was advertised for bids, and the low responsive bidder was approved at the May 2022 Board meeting. Staff received funding from TSA and conducted a preconstruction meeting in October 2022. A Notice to Proceed was issued on December 7<sup>th</sup>, 2022, construction was substantial complete March 2025. Staff are preparing closeout documents and are working with TSA to fund three uninterruptable power supplies (UPSs) for each of the EDS machines. UPS parts arriving next week, installation scheduled for 2<sup>nd</sup> week of September, estimated installation duration 1 week. Final project closeout is anticipated by the end of Summer.

➔ **QTA/Overflow Lot A Project**

The Consolidated Quick Turn Around (QTA) project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve efficiency of the Rental Car's Quick turn-around process. Project was advertised for architectural/engineering qualifications, and the Authority selected PGAL to design, permit, and bid the project. The QTA project has been postponed to allow for incorporation of the QTA into the parking garage project. The planned site will be converted to RAC vehicle storage and overflow passenger parking. This phase will install stormwater infrastructure, fencing, asphalt pavement and sidewalks. Plans were revised and the project was advertised for construction bids, the low responsive bidder was approved at the March 2025 Board meeting. SMAA is coordinating with Sixt RAC to provide a storage lot for their operations. Minor construction elements will be added by change order to the contractor. Contractor is mobilizing to the site and project completion is anticipated in early Fall.

➔ **Ground Transportation Center Project**

The Ground Transportation Center project will reconfigure and expand the ground transportation area at the west end of baggage claim. The Project will improve efficiency and space for ground transportation including TNCs, taxis, buses, and limos. Project was advertised for bids, and the low responsive bidder was approved at the November 2022 board meeting, contracts have been executed, and staff conducted a preconstruction meeting. Contractor is substantially complete with project. Wayfinding sign changes are complete. Staff is working with AVCON and contractor to change order resurfacing of General Spaatz.

➔ **15<sup>th</sup> Street Observation Area Project**

The 15<sup>th</sup> Street Observation Area will improve the area off 15<sup>th</sup> Street East that is currently utilized for parking and aircraft viewing. Contractor is working on removing shell and adding a playground fence. Staff is working on closeout, anticipated in October.

➔ **Commercial Apron Expansion Project**

The Commercial Apron Expansion project will expand the commercial apron to the East to allow for additional Remain Over Night (RON) parking and overflow hardstand parking for commercial aircraft. This project will address capacity restraints caused by inclement weather and will allow additional growth from existing airlines. EG Solutions prepared construction documents, the project was advertised for bids, and the low responsive bidder was approved at the May 2022 Board meeting. An NTP was given July 11, 2022, and contractor mobilized to site. The Project was determined to be substantially complete in February, and the contractor has submitted a claim for additional time and costs, mediation was conducted and a settlement was agreed upon. The contractor has provided all required items for project closeout with the FAA and the settlement has been paid out.

➔ **Terminal Concourse Expansion Project**

The Terminal Concourse Expansion project will modify existing Concourse B to provide increased holding room areas, concession areas and support facilities, airline podium upgrades, and upgrade escalators within terminal. Project will also construct a new Ground Boarding Facility with five new



gates. The Expansion Project will be designed and constructed in multiple work packages. The following are current updates on each work package:

- Work Package 1: Escalator and Terminal Carpet Replacement; Contractor is substantially complete.
- Work Package 2: Concourse B; Contractor is substantially complete.
- Work Package 3: Utility Packager; Contractor is substantially complete.
- Work Package 5: Ground Boarding Facility; Contractor is substantially complete.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package was approved by the Board in August 2024. The contractor has completed installation of grease traps near B6. Electrical panels have been installed. Contractor is installing DOAS over Concourse B. Loop Ceiling substructure and fire sprinklers are being installed and cast iron roof drain lines are being replaced (PVC).
- Work Package 7: Fire Alarm Upgrades and Modifications. Contractor is substantially complete.

➔ **General Aviation FIS (GAFIS) Project**

The GAF project will design, permit, and construct a new General Aviation Federal Inspection Facility for CBP. The project will allow CBP to clear GA aircraft through a facility in the North quad, allowing Southwest to continue to operate from Gate B8. Project was advertised for architectural/engineering qualifications, and the Board selected C&S Engineers. Staff advertised project for bids and the Authority approved the low responsive bidder at the November 2024 Board meeting. A preconstruction meeting occurred on January 16<sup>th</sup>, 2025, an NTP was issued February 10, 2025. Contractor has mobilized to site, installed fencing and is underway on-site work and building foundation. The contractor has installed mechanical, electrical and plumbing rough-ins and is constructing the foundation stem walls. Project should be complete in early 2026.

➔ **West Apron Expansion & Employee Lot Relocation**

Project will expand the commercial apron on the west side south into the employee parking lot. The expansion will provide for three additional remain overnight (RON) parking aircraft parking positions. The apron expansion will impact the existing employee parking lot, which will be relocated and expanded to accommodate current and proposed employee parking. Kimley-Horn and Associates were selected for the design and have completed the design and permitting. Staff received five bids for the project and the Board awarded the project to the low responsive bidder. The contractor has mobilized to the site and has completed the initial phase of work. Contractor has completed the concrete pour for the apron, has completed installation of the vehicle service road, and is completing apron markings. Project is complete and staff is working on closeout.

➔ **Terminal Concessions**

Project will renovate existing concessionaires on Terminal and Concourse B and construct new concessions within the Ground Boarding Facility (GBF). New Concessions will include Huey Magoo's, Motorworks, Starbucks, Dunkin Donuts, Peets Coffee, Mattison Grille, Wahlburgers, Anna Maria Oyster Bar, among others. Design drawings are generally complete for all locations; the GBF concessions are in punchout. Seaside, Mattisons, and Starbucks in Concourse B are substantially complete and open, Suncoast Trading Bar in pre security is open, and Dunkin is finalizing design plans; Salty Key Bar and Huey Magoo's have been completed and are operating on Concourse B. Motorworks construction has started; Wahlburgers and Shoppes at Siesta Key will begin in early September.

➔ **Master Airport Parking Plan**

Project will evaluate parking facilities needs for SRQ, and coordinate construction with terminal expansion and other airport projects. Staff has issued an RFQ for consultants and Board ranked the top firm at the January Board meeting. Staff negotiated scope and fee, and project was approved at the March 2023 Board meeting. The consultant has completed the planning effort and has participated in a Board workshop. The consultant has submitted final report documents and has begun preparing scope for preliminary design services.

➔ **Environmental Assessment**

Project will conduct an environmental assessment (EA) for the future Concourse A expansion, parking garage, and bag claim expansion. Staff negotiated scope and fee, and project was approved. The draft pre-planning report has been prepared and has been submitted to FAA for their review. Pending approval, the formal EA will begin and has a scheduled duration of one year.

➔ **Taxiway Alpha and Alpha Connectors**

Project will reconstruct and rehabilitate Taxiway Alpha pavement and its connectors. Project will also construct two holding aprons for ADG I aircraft. Staff negotiated scope and fee with Kimley-Horn and Associates, and the project was approved by the Authority. Staff have conducted a design kickoff meeting, and field work is underway.

➔ **Runway 14-32 ROFA Improvements**

Project will relocate the vehicle service road outside the Runway Object Free Area. Staff negotiated scope and fee with Garver, and the project was approved by the Authority. Staff are scheduling design kickoff meeting.

➔ **Emergency Operations and Public Safety Complex**

Project will raze the existing ARFF facility, and construct a new facility that houses ARFF, OPS, emergency operations, records, and police. Facility will be constructed to Category IV emergency facility requirements with backup power. Staff negotiated a scope and fee with Mead & Hunt and SMAA approved at the July Special Board meeting, and design is underway. Project is partially funded with Florida Emergency Management grant.

➔ **3<sup>rd</sup> Floor Observation Deck Renovation**

The Observation Deck was damaged by 2024 hurricane winds, and Sweet Sparkman Architects (SSA) is finalizing design drawings to mitigate water intrusion and restore the exterior perimeter surface.

➔ **Glass Block Replacement Project**

Sweet Sparkman Architects (SSA) was contracted to design the demolition of the existing glass block on the 2<sup>nd</sup> and 3<sup>rd</sup> floors and replace with a new curtain wall at exterior locations and add an access ladder from the 3<sup>rd</sup> floor roof to the 2<sup>nd</sup> floor roof. SSA has completed the design and DeAngelis Diamond is in the process of obtaining pricing/bids.

➔ **ARFF HVAC Renovations**

Sweet Sparkman Architects (SSA) designed plans to assess the ARFF building's envelope and renovate the HVAC system. Magnum Builders was awarded the bid; the project is nearing completion and closeout.

**PLANNING**➔ **2025 FDOT JACIP**

Staff have updated the FDOT JACIP for FY 2025-2029.

**FACILITIES**➔ **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items:

- **ATCT:** Several lighting repairs. Explaining HVAC emergency shut down procedure.
- **GRAPHICS:** Procuring materials for airfield signs. Various informational and directional sign projects.
- **PUBLIC WORKS/AIRFIELD:** Edging of taxiways/runway. Multiple edge lighting repairs. Painting of surface markings. Edge lighting replacements. Sign Replacements. Ramp painting.
- **BHS:** The crew is doing PMC&S of BHS and other equipment, as schedule allows.
- **INDUSTRIAL MECHANICS:** Loading bridge repairs and PMs. T-hangar PMs underway. Plumbing calls. Loading ramp repairs.
- **HVAC:** Monitoring plant for functionality as it is being brought online. Cooling tower clean down complete. Additional strainers fabricated. BAS monitoring. Seasonal PMs underway. PC Air installations.

- **ELECTRICAL/ELECTRONIC SYSTEMS:** Multiple cameras installed and repaired. GBF equipment training and cable for data network. Lamp replacements. Circuitry tracing and redesigning in Baggage wing. Adding house power circuits in Baggage wing and B concourse.
- **VEHICLE FLEET:** Repairs and PM's to ARFF vehicles and assisting all departments with repairs. Several vehicle repairs and PMs. Shuttle bus repairs.
- **JANITORIAL:** Advertising for floor staff. Storage area completed.
- **TOTAL WORK ORDERS: 542**
- VEHICLE MAINTENANCE/EQUIPMENT REPAIR – 20 PMs, 59 work orders.
- SIGN/CAD – 8 PMs, 41 work orders.
- AIRSIDE (Airfield) - 0 PMs, 19 work orders.
- LANDSIDE (Landscape, Equip Operators, Public Works) – 57 PMs, 11 work orders.
- INDUSTRIAL TRADES – 164 PMs, 151 work orders.

**SARASOTA MANATEE AIRPORT AUTHORITY  
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT  
AUGUST 25, 2025  
REGULAR MEETING**

The following is a recap of Internal Audit Department projects and activities during July 2025:

**Accounting & Auditing:** Began documentation of internal controls for review by external auditors with Plante Moran to assist in their development of detailed transaction testing in connection with the audit of the Authority's fiscal 2025 financial statements.

**Monthly Investment Activity Compliance Report:** During July, US T-Bills totaling \$8.94 million matured. All proceeds were reinvested in US T-Bills totaling \$8.93 million with a weighted average term to maturity of 217 days and an average yield of 4.20%. This activity is compliant with the Authority's duly adopted Investment Policy.

**Risk Management and Insurance:** Continued supplying information to FEMA relative to our request for public assistance following damage from Hurricane Milton, as well as to FDEM in connection with the approved hazard mitigation grant to address issues brought to light during Hurricane Ian.

Continued supplying documents to legal counsel in connection with multiple liability suits being defended by our liability insurance carrier. Most claims involve passenger slips and falls on airport property.

**Parking and Ground Transportation:** Continued serving in a control capacity for the issuance and sale of parking validations and credentials to Authority departments and tenants. In July, a total of 225 validations were issued to SMAA Departments. In addition, a total of 595 validation tickets were sold to five different tenant organizations.

**Records Requests:** The Records Department received and processed 21 external/public record requests and 5 internal records requests during July.

**Records Management:** The Records Department received and processed 7 central file records and 7 boxes of paper records in the records inventory software system, the vast majority of which will be stored only electronically in the Laserfiche ECM. Seven bags of paper documents equaling 5.25 cubic were shredded, internally after having met retention requirements or becoming no longer of administrative value.

**Continuing Education:** The RRC prepared and presented records training to two employees in the Finance Department and arranged for these employees to receive training on the Laserfiche ECM from our support vendor for the product. The department attended Security Mentor IT training during the month. The RRC attended a webinar on developing a record coordinator network.

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**SARASOTA MANATEE AIRPORT AUTHORITY  
INFORMATION TECHNOLOGY DEPARTMENT  
JULY 2025**

**System upgrades and implementation:**

- Evaluation to determine redundancy and environmental needs for Network Operation Centers including upgrade to SMAA electrical vault for network infrastructure.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer and server systems- Ongoing
- Windows 11 upgrade- In progress
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.

**Common Use:**

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Evaluation of CUSS Kiosks- in progress
- Working with Facilities and contractors on Frontier Ticket counters- in progress

**Phone System:**

- ShoreTel phones will continue their upgrade to new Mitel phones- Complete.
- Mitel phone system review- evaluate migrating gate and ticket phones to main Mitel system.

**SRQ Web Page:**

- Ongoing updates- Website refresh including Home screen updates, Updated pictures and content-in progress.
- Department pages- Each department is responsible for identifying any necessary page updates- in progress
- Marketing request to update maps for Concourse A- Project in progress

**IT Assessment**

- Ongoing: Updating policies and procedures to comply with NIST, CJIS and CIS frameworks.

**Training:**

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Complete
- CJIS Training- Complete
- CISSP Training- Complete

**Project Coordination:**

- Conversion to digital record with Internal Audit- working with Purchasing and Internal Audit for scanning of documents including CAD files- Migrated to Managed Cloud
- FOTS cabinet upgrades- identify replacement UPS/ Cooling options- Ongoing
- Distributed Antenna System (DAS) install by Crown Castle- Verizon installation in progress.
- Airport Wide WIFI system upgrades- New APs and equipment upgrades- in progress.
- Managed Network Services provider coordination- migration to awarded vendor
- Expansion of SMAA WIFI throughout Concourse A and B- in progress
- Relocation of Frontier Ticket counter- Facilities built new Ticket Counters.