



Mr. John Craig, Acting Chairman
Mr. Donn Mount, Vice Chairman/
Treasurer
Mr. Al Elebash, Secretary
Mr. Roger Molitor
Mr. Al Voss
Mr. Mark Grainger
Mr. Jerry Sansom

355 Golden Knights Blvd. ✈ Titusville, Florida 32780
321.267.8780 ✈ fax: 321.383.4284 ✈ mpowell@flairport.com

AGENDA
REGULAR MEETING
JUNE 17, 2021 AT 8:30 A.M.

.....

** NOTE TO ALL PUBLIC ATTENDEES:*

The public may speak on any item on the agenda. Should someone wish to address the Airport Authority Board on a specific item, there will be request cards located on the wall adjacent to the public seating area. Be advised that these cards must be completed and presented to the Executive Secretary prior to the item being heard. Your comments will be addressed prior to the Board's discussion and you will have 5 minutes to address the Board. Thank you for your attention.

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS: None
- VI. CONSENT AGENDA:

(These items are considered routine and will be acted upon by the Authority in one motion. If an Airport Authority Board Member requests discussion on an item, it will be considered separately.)

a. Approval of the Titusville - Cocoa Airport Authority Minutes:

- 1. May 20, 2021 - Regular Meeting
- 2. June 03, 2021 - Special Meeting

VII. OLD BUSINESS:

- a. Investigative Findings of TCAA Counsel - Complaint Submitted by TCAA Fire Chief Terry Wooldridge
- b. Discussion of the Proposed 2021/2022 Fiscal Year Budget

VIII. NEW BUSINESS:

- a. Discussion and Approval of Director of Airports Contract

XI. INFORMATION SECTION:

a. Interim Airport Director Report:

- Project Updates
- Director of Airports Vehicle Options

Action Items:

- None

Discussion Items:

- None

b. Attorney Report

- Pending

c. Check Register & Budget to Actual

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Mr. Justin Hopman, ACE
Interim Executive Director

Mr. John Craig
Chairman



TIX → **SPACE COAST REGIONAL AIRPORT**

COI → **MERRITT ISLAND AIRPORT**

X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@fairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Executive Director

DATE: June 17, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM A

Investigative Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Terry Wooldridge

BACKGROUND

As the Board is aware, on or about January 14, 2021, TCAA Fire Chief Terry Wooldridge emailed the Board with allegations concerning other employees of TCAA, including CEO Michael Powell. As a result of CEO Powell being included in the Complaint, the Board, through Chairman Sansom, directed TCAA General Counsel, Adam Bird, to investigate Chief Wooldridge's allegations. Mr. Bird reviewed documentation supplied by Chief Wooldridge and TCAA staff, interviewed numerous witnesses and prepared a Legal Opinion Letter containing his investigative findings, applicable law and the options available to the Board in response to the Complaint (to be circulated no later than Tuesday, February 16 to the Board Members).

ISSUES

To be discussed by Mr. Bird.

ALTERNATIVES

None identified at this time.

FISCAL IMPACT

None identified at this time.

RECOMMENDED ACTION

Awaiting results of State of Florida Ethics Complaint to further discuss and provide a resolution at that time.



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Executive Director

DATE: JUNE 17, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM B

Discussion and Consideration of the Proposed 2021-2022 Fiscal Year Budget

BACKGROUND

The Titusville-Cocoa Airport Authority annually submits a tentative fiscal year budget to Brevard County as part of the budget process.

ISSUES

The Titusville-Cocoa Airport Authority operates on an Operations and Maintenance Budget (O & M) and is self-sustaining for daily operations. The Airport Authority receives no Ad Valorem taxes.

ALTERNATIVES

The Airport Authority Board could approve or disapprove the proposed Budget as presented and request a modification.

FISCAL IMPACT

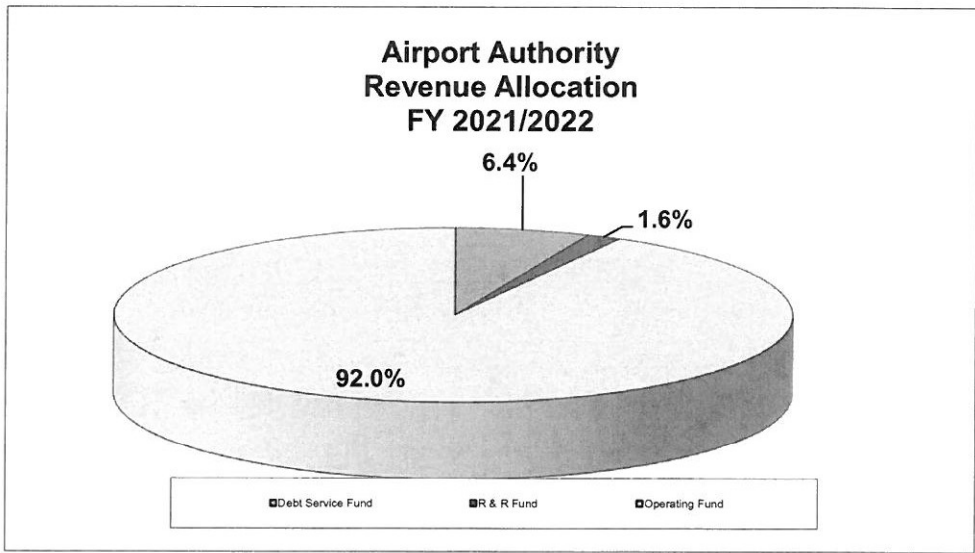
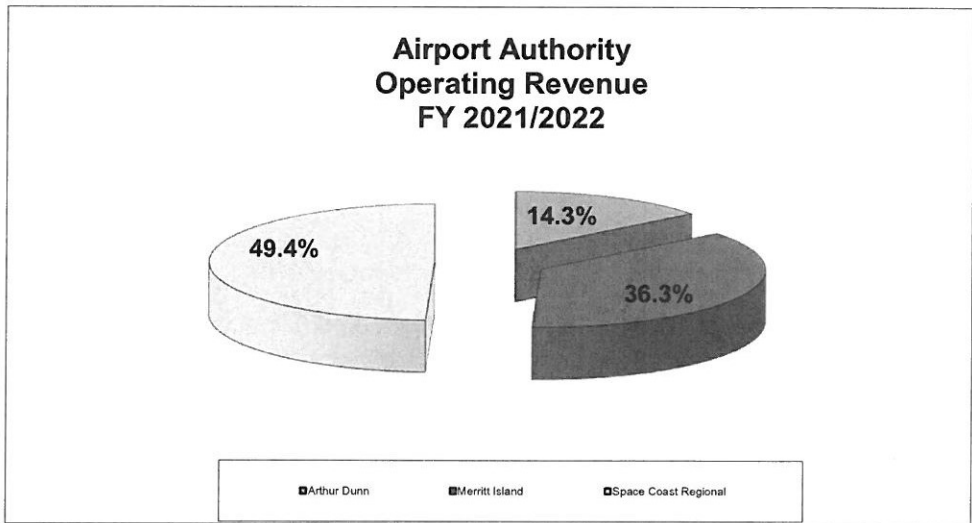
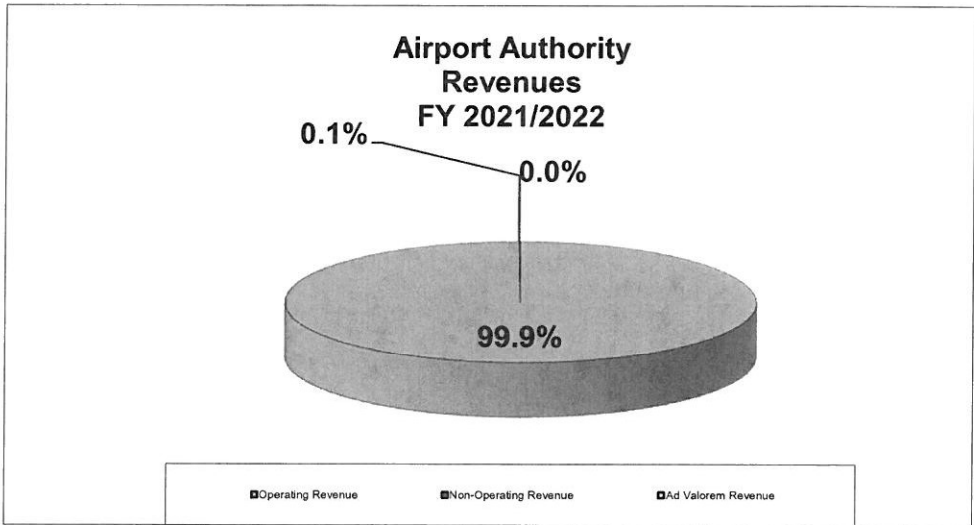
The 2021-2022 Fiscal Year Budget is a total of \$2,722,255.00

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the proposed 2021-2022 Fiscal Year Budget, which excludes any Ad Valorem taxes, for submittal to the County, and (2) authorize an Authority Officer or the CEO to execute the necessary documentation upon satisfactory review by legal counsel.

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2021/2022**

	Arthur Dunn	Merritt Island	Space Coast	Total
Operating Revenue				
T'Hangars	\$ 181,187	\$ 663,839	\$ 342,501	\$ 1,187,527
Service Centers	78,941	48,877	317,193	\$ 445,011
Building Leases	78,163	252,811	538,266	869,240
Land Leases	20,260	18,275	144,892	183,427
Other Leases	30,240	3,973	337	34,550
Total Operating Revenue	\$ 388,791	\$ 987,775	\$ 1,343,189	\$ 2,719,755
Non-Operating Revenue				\$2,500
Requested Ad Valorem Taxing Authority				\$0
Total Revenue Budget				\$ 2,722,255
Transfer to Other Funds				
Debt Service Fund				\$ 174,445
Renewal and Replacement Fund				44,216
Operating Fund				2,503,593
Total				\$ 2,722,255



Titusville-Cocoa Airport Authority
Check Register
For the Period From Jun 1, 2021 to Jun 30, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39133	6/2/21	A-1- Locksmith	101000	11.25
39134	6/2/21	ACF Standby System	101000	1,897.00
39135	6/2/21	Allen Enterprises, Inc	101000	2,305.60
39136	6/2/21	A T & T	101000	42.80
39137	6/2/21	AT&T Mobility	101000	350.24
39138	6/2/21	A T & T	101000	372.08
39139	6/2/21	Board Of Co. Commi	101000	8,936.00
39139V	6/2/21	Board Of Co. Commi	101000	-8,936.00
39140	6/2/21	Board Of Co. Commi	101000	8,936.80
39141	6/4/21	CHLIC	101000	875.51
39142	6/4/21	City Of Cocoa	101000	58.26
39143	6/4/21	City Electric Supply C	101000	234.09
39144	6/4/21	City Of Titusville	101000	767.65
39145	6/4/21	Carr, Riggs & Ingram	101000	5,700.00
39146	6/4/21	Davis Vision, Inc.	101000	55.60
39147	6/4/21	Dish	101000	120.12
39148	6/4/21	Faster Than Sound, I	101000	510.00
39149	6/4/21	Florida Power & Light	101000	922.39
39150	6/4/21	Florida Alarm Compa	101000	18.00
39151	6/4/21	Vantagepoint Transfe	101000	1,081.20
39152	6/4/21	Keepem Runnin, LLC	101000	463.77
39153	6/4/21	Lowes	101000	1,447.54
39154	6/4/21	Marie's Coffee Servic	101000	73.25
39155	6/4/21	Nix Pest Managemen	101000	256.00
39156	6/4/21	O'Reilly Auto Parts, I	101000	120.90
39157	6/4/21	Pro Chem, Inc.	101000	303.80
39158	6/4/21	Standard Insurance	101000	400.34
39159	6/4/21	STANLEY STEEMER	101000	2,163.00
39160	6/4/21	T's Handyman Servic	101000	1,293.46
39161	6/4/21	Tilford Air & Heat, Inc	101000	13,680.00
39162	6/4/21	Waste Management	101000	803.64
39163	6/4/21	CATHERINE JACOB	101000	200.00
39164	6/4/21	GUY FOREMAN	101000	210.00

Titusville-Cocoa Airport Authority
Check Register
For the Period From Jun 1, 2021 to Jun 30, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39165	6/4/21	JACK CHANDLER	101000	436.29
39166	6/4/21	SEASHORE SOLUTI	101000	2,220.45
39167	6/16/21	SYNCB/AMAZON	101000	268.61
39168	6/16/21	Alligator Plumbing	101000	70.22
39169	6/18/21	A T & T	101000	115.43
39170	6/18/21	Brevard County Utility	101000	100.00
39171	6/18/21	Brevard Uniform Co.	101000	110.38
39172	6/18/21	City Of Cocoa	101000	323.75
39173	6/18/21	Florida Coast Equipm	101000	286.62
39174	6/18/21	Florida Power & Light	101000	4,520.43
39175	6/18/21	Garage Door Revoluti	101000	3,825.00
39176	6/18/21	Goodyear	101000	53.18
39177	6/18/21	Home Depot Credit S	101000	1,279.35
39178	6/18/21	VOID	101000	
39179	6/18/21	Vantagepoint Transfe	101000	1,081.20
39180	6/18/21	Konica Minolta Busin	101000	218.28
39181	6/18/21	Lacey's Lock Service	101000	33.00
39182	6/18/21	Michael Baker Intern	101000	52,094.08
39183	6/18/21	Michael Baker Intern	101000	3,803.90
39184	6/18/21	Michael Baker Intern	101000	19,900.90
39185	6/18/21	Michael Baker Intern	101000	8,220.00
39186	6/18/21	Nautilus Earth Manag	101000	54,869.33
39187	6/18/21	Parks CDJR Space C	101000	76.29
39188	6/18/21	Preferred Governmen	101000	3,108.25
39189	6/18/21	Staples	101000	287.90
39190	6/18/21	T's Handyman Servic	101000	7,750.30
39191	6/18/21	Watkins Fuel Oil	101000	2,988.31
39192	6/18/21	WhiteBird Attorneys	101000	4,159.50
39193	6/18/21	Seashore Solutions,	101000	2,021.70
39194	6/18/21	Scott Wall	101000	54.00
39195	6/18/21	Jonathon Swindal	101000	95.80
Total				<u>220,046.7</u>

TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022

Account Description		Budget FY 2020 / 2021	Proposed Budget FY 2021 / 2022	Difference	Percentage Change +/-
PERSONNEL SERVICES					
	Regular Salaries	744,427	770,648	26,221	3.5%
	Payroll Taxes	56,949	58,955	2,006	3.5%
	Workmans Comp Insurance	20,000	12,593	(7,407)	-37.0%
	Allocated Benefits	250,370	250,784	414	0.2%
	Retirement	111,128	110,306	(822)	-0.7%
	Insurance	136,242	137,478	1,236	0.9%
	Education	3,000	3,000	0	0.0%
TOTAL PERSONNEL SERVICES		1,071,746	1,092,980	21,648	2.0%
OPERATING EXPENSES/CAPITAL OUTLAY					
Professional Services					
	Appraisals (last performed in 2015)	25,000	0	-	0.0%
	Land/Building Appraisals	25,000	0	-	0.0%
	General Consultant	10,000	10,000	-	0.0%
	Legal Fees	55,000	60,000	5,000	9.1%
	Attorney Fees	55,000	60,000	5,000	9.1%
	Accounting and Auditing	34,000	32,900	(1,100)	-3.2%
	Annual Audit (CPA)	28,000	26,600	(1,400)	-5.0%
	Payroll Company (Paychex)	5,200	5,500	300	5.8%
	Misc Accounting Fees	800	800	-	0.0%
Other Contractual Services					
	Temporary Help	-	2,000	2,000	-
	ARFF Temp Service	-	2,000	2,000	-
	Federal Consulting Services	-	0	-	-
	Legislative Services	-	0	-	-
	Computer Technical Support	3,000	6,600	3,600	120.0%
	Tech Support	3,000	6,600	3,600	120.0%
	Janitorial Services	7,000	7,200	200	2.9%
	Cleaning Services	7,000	7,200	200	2.9%
	Other Contractual Services	1,500	1,500	-	0.0%
	Landscaping	1,000	1,000	-	0.0%
	New Employee Testing & Evaluation	500	500	-	0.0%
Travel and Training					
	Travel & Per Diem	6,000	4,000	(2,000)	-33.3%
	Aviation Related Mtgs and Conferences	6,000	4,000	(2,000)	-33.3%
	Training & Education	7,000	6,000	(1,000)	-14.3%
	Employee Training	4,000	3,000	(1,000)	-25.0%
	Employee Development	3,000	3,000	-	0.0%
Communications and Freight					
	Telecommunications	31,950	43,700	11,750	36.8%
	541001 Telephone	12,000	18,000	6,000	50.0%
	541301 Cellular Phones	7,000	8,000	1,000	14.3%
	541401 Cable	950	1,700	750	78.9%
	541501 Internet Fees	12,000	16,000	4,000	33.3%

TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022

Account Description		Budget FY 2020 / 2021		Proposed Budget FY 2021 / 2022		Difference	Percentage Change +/-
	Postage		4,000		3,000	(1,000)	-25.0%
	542001 Postage		3,000		2,500	-500	-
	542101 Express Mail Delivery		1,000		500	-	-
	Utility Services						
	Utility Services		149,000		155,000	6,000	4.0%
	543190 Water/Sewer/Irrigation		20,000		20,000	-	-
	543090 Electricity		105,000		105,000	-	-
	Storm Water Fees		10,000		10,000	-	-
	Solid Waste & Recycling		14,000		20,000	6,000	42.9%
	Rentals and Leases						
	Rentals & Leases		8,200		7,700	(500)	-6.1%
	544001 Equipment & Dumpster Rental		2,500		5,000	2,500	100.0%
	544102 Postage Machine		700		700	-	-
	544101 Copy Machine		2,000		2,000	-	-
	544103 Phone System		3,000		0	-3,000	-100.0%
	Insurance						
	Property & Casualty		291,171		296,798	5,627	1.9%
	Buildings & Equipment 268643		291,171		296,798	5,627	1.9%
	Liability		46,705		33,030	(13,675)	-29.3%
	Fuel Tanks 3715		3,750		3,000	(750)	-20.0%
	General Liability 8150		9,000		8,264	(736)	-8.2%
	Auto Liability 16936		19,830		14,589	(5,241)	-26.4%
	Housing		8,000		0	-8,000	-100.0%
	Officers Liability 6752		6,125		7,177	1,052	17.2%
	Other Insurance & Bonds		296		296	-	0.0%
	Employee Bond 888		296		296	-	0.0%
	Repairs and Maintenance						
	Maintenance Contracts		13,000		13,000	-	0.0%
	Service Contracts		9,000		9,000	-	0.0%
	Recycling		-		-	-	-
	Pest Control		1,600		1,600	-	0.0%
	Lift Station		2,400		2,400	-	0.0%
	Repairs & Maintenance		282,000		245,000	(37,000)	-13.1%
	T-Hanger Maintenance		90,000		90,000	-	0.0%
	Auto Repair		10,000		13,000	3,000	30.0%
	Facilities Department Equipment		90,000		50,000	(40,000)	-44.4%
	Authority Buildings		90,000		90,000	-	0.0%
	Office Equipment		2,000		2,000	-	0.0%
	Printing & Binding						
	Printing & Binding		700		700	-	0.0%
	General Printing and Binding		700		700	-	0.0%
	Promotional Activities						
	Advertising		15,000		15,000	-	0.0%
	Marketing		10,000		7,500	(2,500)	-25.0%
	Website		5,000		7,500	2,500	50.0%
	Other Promotional Activities		7,000		7,000	-	0.0%
	NBAA Annual Conference						
	ACPA Annual Conference						
	General Promo Activities		7,000		2,000	(5,000)	-71.4%
	Presentation/Promo Material						
	Other Current Charges and Obligations						

TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022

Account Description		Budget FY 2020 / 2021		Proposed Budget FY 2021 / 2022		Difference		Percentage Change +/-	
	Legal Notices & Advertising		7,000		7,000		-		0.0%
	Legal Notices (RFP/RFB)	6,000		6,000			-		
	Board Meeting Dates	1,000		1,000			-		
	Other Current Charges		23,000		0		(23,000)		-100.0%
	Redevelopment Fees						-		
	Real Estate Taxes	13,000		0			-		
	Tax Appraiser Fees	5,000		0			-		
	Tax Collector Fees	5,000		0			-		
	Office Supplies						-		
	Office Supplies		6,000		8,000		2,000		33.3%
	Operating Supplies						-		
	Operating Supplies		45,000		40,000		(5,000)		-11.1%
	Operating Furniture, Equipment and Software		45,000		40,000		-		
	Fuel Products						-		
	Office Furniture	500		1,000			3,000		42.9%
	Office Software	2,000		2,000			-		
	Computer Equipment	4,000		5,000			-		
	Vehicle Tracking Hardware & Software	500		2,000			-		
	Uniforms						-		
	Facilities Uniforms	3,000		5,000			2,000		50.0%
	AREF Uniforms	1,000		1,000			-		
	Books, Publications, Subscriptions and Memberships						-		
	Books & Subscriptions		-		0		-		0.0%
	Airport Publications, Subscriptions						-		
	Dues & Memberships		6,000		5,000		(1,000)		-16.7%
	AAAE, FAC, SEC, etc	3,000		2,500			-		
	FAC Airport Mem, Chambers, EDC, etc.	3,000		2,500			-		
	Capital Outlay		60,000		75,000		15,000		25.0%
	Capital Outlay (Vehicles & Equipment)						-		
	Development		150,000		212,900		62,900		41.9%
	Projects Local Match (X21)	5,000		35,200			-		
	Projects Local Match (TIX)	70,000		150,000			-		
	Projects Local Match (COI)	75,000		27,700			-		
	Contingency		91,755		96,289		4,534		4.9%
	Contingency		91,755				-		
	TOTAL OPERATING EXPENSES/CAPITAL OUTLAY		\$1,397,277		\$1,410,613		37,236		2.7%
	GRAND TOTAL		\$2,469,023		\$2,503,593		34,570		1.4%



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: JUNE 17, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM A

Discussion and Approval of the Contract for the Director of Airports

BACKGROUND

The Board has chosen Mr. Kevin Daugherty for the Position of Director of Airports for the Titusville-Cocoa Airport Authority. His Contract Presented is Attached.

ISSUES

None.

ALTERNATIVES

The Board can choose to amend and/or reject the current offer.

FISCAL IMPACT

The current contract proposes a salary of \$135,000 annually plus benefits.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Agree upon and approve a contractual agreement with Mr. Daugherty (2) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.

TITUSVILLE-COCOA AIRPORT AUTHORITY EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into this _____ day of June, 2021 (the “Effective Date”), by and between the Titusville-Cocoa Airport Authority, hereinafter referred to as “Authority,” and KEVIN DAUGHERTY, AAE, hereinafter referred to as “Employee,” both of whom understand and agree to be bound by the following terms:

W I T N E S S E T H:

WHEREAS, the Authority desires to employ the services of Employee as the Director of Airports for the Titusville-Cocoa Airport Authority subject to the terms hereof; and

WHEREAS, it is the desire of the Authority to provide certain benefits, conditions of employment, and working conditions to said Employee; and

WHEREAS, Employee possesses the skills and qualifications necessary to perform the duties set forth herein and desires to serve as the Director of Airports for the Authority.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority and Employee hereby agree as follows:

SECTION 1. DUTIES.

The Authority hereby agrees to employ Employee as its Director of Airports, and Employee hereby accepts such employment and agrees to perform the functions and duties specified in Exhibit “A,” which is attached hereto and incorporated herein by reference. Employee further agrees to perform such other duties and functions as the Authority shall from time to time assign. Employee acknowledges that the Director of Airports is a full-time professional, managerial employee. In consideration of 29 C.F.R. §541.102, Employee agrees he is properly classified as “exempt” for purposes of the requirements of the Fair Labor Standards Act. Employee agrees he shall devote

such time as is necessary to competently and professionally undertake and complete his duties and, further, agrees to devote his full working time (e.g. Monday through Friday) to his work and duties as Director of Airports and to attend all Authority board meetings. Employee shall be present in the event of emergencies (including but not limited to major weather events such as hurricanes and tropical storms) and when the position or conditions require his attendance to duties at any of Authority's airports. The Authority shall be the sole judge of whether Employee performs and has performed the duties and functions of his position in a competent, professional, efficient and effective manner as required by this Agreement.

SECTION 2. TERM.

- A.** Commencing on the Effective Date of this Agreement, Authority hereby employs Employee as Director of Airports to perform the functions and duties: (a) specified in chapter 2003-361 of the Laws of the State of Florida as amended from time to time; (b) as included in the Authority's official job description for the Director of Airports position; and c) as may be directed by the Authority from time to time. Employee hereby accepts and agrees to diligently perform the functions and duties as set forth in this Agreement.
- B.** This Agreement, unless terminated as hereinafter provided, shall commence and remain in effect for a term described below at which time the Agreement shall terminate, unless the terms hereof may be modified by mutual written consent and/or extended by written agreement of the parties hereto. The term of employment specified in this Agreement will commence at 12:01 a.m. on the Effective Date and continue until terminated.
- C.** Employee shall be exempt from application of the "Probationary Period" as set forth and defined in the Authority's Policy Manual.
- D.** Employee may voluntarily resign his employ with Authority at any time; however, the

Employee agrees to provide not less than sixty (60) days' written notice of such resignation unless the parties otherwise agree in writing.

- E.** Authority may terminate Employee's employment for the convenience of the Authority, in which event Employee agrees to stay on in whatever capacity deemed appropriate by the Authority for a period not to exceed sixty (60) days from the date of termination and at the Authority's discretion, during which time Employee will receive regular pay commensurate with the Director of Airports position.
- F.** In the event Employee is terminated for the convenience of the Authority, or voluntarily resigns at the request of the Authority where such request is not the result of the acts and/or omissions of Employee, Authority agrees to pay Employee (1) severance pay equaling twenty (20) weeks' base salary (as set forth in section 215.425(4)(a)(1.), Florida Statutes), subject to social security deductions and income tax withholdings; and (2) additional compensation to which Employee is entitled pursuant to Authority's Policy Manual as amended from time to time, including accrued sick leave, vacation, holidays, compensatory time, and other accrued benefits.
- G.** The term "For the convenience of the Authority" as used in this Agreement means a situation in which (1) Employee is terminated by the Authority without "Good Cause" (as defined below), or (2) where the Authority does not provide any reason for Employee's termination.
- H.** In the event Employee voluntary resigns or is terminated for "Good Cause," Employee shall not be entitled to severance pay or any other form of compensation except accrued benefits described in Section 2(F) above. "Good Cause" as used in this Agreement means malfeasance or misfeasance in office; conviction of a felony or any illegal action involving

moral turpitude or involving acts personal to Employee; willful misconduct which is job related or affects job performance, including off-job misconduct as provided in sections 215.425(4)(a)(2.) and 443.036(30), Florida Statutes; insubordination; and/or willful breach or habitual neglect of the material duties Employee is required to perform under the terms of this Agreement. The standard for “Good Cause” for dismissal may, in the discretion of the Authority, be established by measuring the conduct and performance of the Employee against the conduct and performance of a reasonable person with Employee’s experience under similar circumstances in considering contemporary governmental standards of employee conduct and performances. While the Authority reserves the right to terminate employment of Employee at any time, termination for “Good Cause” shall not include termination of employment by reason of death of Employee.

- I. Authority and Employee agree that Employee’s salary and benefits as set forth herein shall be reviewed on the anniversary of this Agreement each year it is in effect.

SECTION 3. BASE SALARY AND INCREASES.

- A. The current base salary for the Employee as the Authority’s Director of Airports is One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) per year.
- B. As a contractual employee and as further consideration for this Agreement, the Director of Airports is eligible for bonus (as provided in section 215.425, Florida Statutes), merit and/or cost of living increases, all within the discretion of the Authority from time to time. Any merit-related pay adjustment will not be related to pay adjustments for other employees of the Authority but may be made: (1) from time to time at the pleasure and discretion of the Authority; (2) annually based upon a performance evaluation of the Director of Airports; or (3) based on a performance-pay policy developed by the Authority

and specifically made applicable to the Director of Airports. Said pay adjustment, whether based on performance evaluation by the Authority or not, will be made within the sole and absolute discretion of the Authority from time to time.

SECTION 4. PERFORMANCE EVALUATION.

Performance evaluations will be made based upon goals, performance, responsibilities and standards for the Director of Airports which are appropriate for the proper and professional operations of the Authority's airports and in the attainment of the Authority's policy objectives. The goals, performance, responsibilities and standards may be derived and revised annually at the option of the Authority but will be jointly prepared by the Authority and Employee. Any goals, performance, responsibilities and standards will be prioritized, reduced to writing and attainable within the time limitations specified and within the constraints of the annual operating and capital appropriations budget provided. The Directors of Airports' performance evaluation will be conducted at least once per year in an effort to provide Employee with a written evaluation in order to provide feedback or constructive criticism of Employee's performance. Any such written performance evaluation will be considered by the Authority in regard to any merit-based increase in base salary for Employee as set forth in Section 3, above.

SECTION 5. BENEFITS

- A.** Authority shall provide Employee a motor vehicle (to be selected by Authority in its sole discretion) for his use, and the Authority shall pay for the license tag, insurance, maintenance and fuel for said motor vehicle. Employee may drive the motor vehicle: (1) home as such use is reasonably necessary based on the need for Employee to respond to airport emergencies on a twenty-four-hour basis; and (2) as otherwise authorized by the Authority. Irrespective of any other term of this paragraph, Employee shall not drive the

motor vehicle outside of Brevard County, Florida unless: (1) driving outside of Brevard County, Florida is reasonably necessary for the performance of any act that is within the course and scope of Employee's employment with Authority; or (2) Employee first receives express, written authorization from the Authority to do so.

- B.** Authority recognizes Employee as a long-time professional, and in light of his years of work experience, Employee will receive twenty-two (22) work days (176 work hours) of annual leave per work year. Employee will accrue annual leave per year at the rate of 14.67 hours of annual leave per full calendar month of time worked (8 hours = 1 work day). Such accrual of annual leave shall not exceed the limits of Authority's Policy Manual, as amended from time to time.
- C.** Employee will accrue sick leave at the rate of 6 hours of sick leave per full calendar month of time worked (8 hours = 1 work day). Such accrual of sick leave shall not exceed the limits of Authority's Policy Manual, as amended from time to time.
- D.** Employee shall receive special leaves (e.g. bereavement, jury duty, injury, military, training and/or family/medical leave) pursuant to the Authority's Policy Manual, as amended from time to time.
- E.** Employee for himself and his immediate family members will have health insurance available to him and his immediate family members to the extent the same is available to other employees of the Authority. Authority shall reimburse Employee for the cost of Employee's individual health insurance premiums, but if Employee elects to utilize health insurance coverage for his immediate family members, Employee will be required to pay that portion of the premium for such health insurance coverage that is attributable to those immediate family members.

- F.** Employee for himself and his immediate family members will have dental insurance available to him and his immediate family members to the extent the same is available to other employees of the Authority.
- G.** Authority, at its sole expense and to the extent it is reasonably commercially available, shall provide to and for Employee a double indemnity life insurance policy with the death benefit thereof equal to Employee's base salary and payable to the beneficiary(ies) of Employee's designation.
- H.** Employee shall be entitled to claim unemployment compensation and workers' compensation, as applicable, to the extent the same is available to other employees of the Authority.
- I.** Currently, the Employee by way of his employment with the Authority will be eligible to participate in the Florida Retirement System (FRS), and Authority agrees to classify Employee as holding a "Senior Management Position" or equivalent as that designation is defined by and affects FRS benefits.
- J.** The Authority will supply Employee with a cellular telephone at Authority expense. Use of the cellular phone is subject to applicable policies as amended from time to time. The telephone billings and text messages, if any, will be subject to the public records law, chapter 119, Florida Statutes.
- K.** The Authority agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, and state associations and organizations, and for the good of the Authority.
- L.** Employee will be paid a flat rate of \$5,000.00 by the Authority for the expenses of relocation, including moving and storage-related costs. Said flat rate, lump sum

compensation includes but is not limited to any costs related to the sale of Employee's home in Brooksville, Florida, obtaining a new home in Brevard County, temporary lodging, house hunting, realtor expenses, and transportation between Brooksville and Titusville, Florida. Said flat rate will be paid to Employee upon request by Employee made after commencement of work as set forth above in the term of this Agreement. Because this is a flat rate compensation, no receipts or other documentation need be presented by Employee.

- M.** The Authority agrees to budget for and to pay for the normal and reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Authority, including such national, regional, state and local governmental groups and committees which may benefit the Employee in his capacity as the Authority's Director of Airports.
- N.** The Authority also agrees to budget and pay for the normal and reasonable travel and subsistence expenses of Employee as provided by Florida law for educational courses, institutes, and seminars that are necessary for his personal development.
- O.** Except as otherwise provided in this Agreement, the Authority will not reduce Employee's amounts of base salary, holiday leave, annual leave, sick leave or special leave, all as set forth above, during the term of this Agreement without the consent of Employee. However, with the exception of annual leave and base salary, this provision will not prohibit the Authority from adjusting benefit amounts or types of benefits granted to Employee to the extent that such a reduction occurs for the majority of other regular, full-time, non-union Authority employee.
- P.** To the extent that any benefits or salary are subject to deduction under applicable law, as

determined by the Authority, State of Florida, or U.S. Government, Employee is advised that he is responsible for, and he agrees by signing this Agreement that the Authority may deduct from any compensation or other payment made by the Authority to Employee for payment of income tax, social security, Medicare, retirement or other required or requested deductions.

SECTION 6. INDEMNIFICATION.

To the extent permitted by section 111.07, Florida Statutes, and to the extent permitted under common law rights as explicated by the Florida Supreme Court in *Thornber v. City of Fort Walton Beach*, 568 So. 2d 914 (Fla. 1990), the Authority shall defend and indemnify Employee for all reasonable court costs, attorneys fees, and expenses of defense relating to any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Director of Airports, provided any such act or omission occurred within the scope of his employment and was not a reckless, willful and/or intentional act of misfeasance and/or malfeasance. The Authority shall only indemnify Employee if Employee, in good faith, assists in his own defense, Employee agrees to cooperate fully with the Authority, and the Employee utilizes legal counsel selected by the Authority. In the event the Authority considers independent counsel on behalf of Employee, the parties shall agree on independent counsel and the fee arrangement with such counsel prior to engaging said counsel.

Eligibility Exception: In addition to the above, the Authority shall have no obligation or liability pursuant to this Section where judgment or other final adjudication establishes that Employee's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless Employee had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was

unlawful;

2. A transaction from which Employee derived an improper personal benefit; and/or
3. Willful misconduct or a conscious disregard for the best interests of the Authority.

In the event of payment under this Section, the Authority shall be subrogated to the extent of such payment to all of the rights of recovery with respect to such payment of Employee who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Authority effectively to bring suit to enforce such rights.

SECTION 7. GENERAL PROVISIONS.

- A. The Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all present and prior negotiations and understandings between parties. No alteration, amendment, change or additions to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of the Employee.
- C. This Agreement shall become effective commencing the Effective Date.
- D. If any provision or portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. All references herein to the “personnel policy of the Authority” or words to that effect shall mean the “Authority Personnel Policies, Classification and Pay Plan Policy” or similar document then in effect. Said policy shall apply to the employment relationship herein established unless otherwise modified by the terms hereof.

- E.** This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Florida. Venue for any litigation related to this Agreement shall lie exclusively, irrevocably and to the exclusion of all other venues and/or jurisdictions in Brevard County, Florida.
- F.** Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender as the context may require; and the singular shall include the plural, or vice-versa, whenever and as often as may be appropriate, as the context may require. Both parties to this Agreement agree to perform all acts necessary for the continued performance of this Agreement.
- G.** This Agreement is the result of arms-length negotiations between the parties hereto and accordingly shall not be construed against either party more favorably than the other, including without limitation being construed “against the drafter.”
- H.** Authority and Employee both knowingly and voluntarily waive and relinquish any right either or both may have under this Agreement or any statute to collect any attorneys’ fees for breach of this Agreement or any right and/or obligation hereunder.
- I.** Employee shall complete relocation so that he is an actual, physical resident of Brevard County, Florida not more than six (6) months from the Effective Date.

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Titusville-Cocoa Airport Authority has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its General Counsel and the Employee has signed and executed this Agreement the day and year first written above.

TITUSVILLE-COCOA AIRPORT AUTHORITY:

JOHN CRAIG as its Chairman

ADAM M. BIRD, ESQ. as its General Counsel

EMPLOYEE:

KEVIN DAUGHERTY, AAE