**RESOLUTION #30**

***of the***

**SPACE FLORIDA BOARD OF DIRECTORS**

***regarding the***

**Indian River Bridge *and* Space Commerce Way**

**Project**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***WHEREAS***, the Legislature of Florida intends Space Florida to be the “single point of contact” for state aerospace-related activities with federal agencies, the military, state and local agencies, businesses, and the private sector;

***WHEREAS***,Space Florida has a statutory mission, among other things, (i) to foster growth and development of a world-leading aerospace industry in Florida, (ii) to ensure the state maintains its historical leadership in space-launch activities, and (iii) to preserve the unique role in space exploration and activity along with the John F. Kennedy Space Center and the Cape Canaveral Air Force Station (together, the “Cape Canaveral Spaceport”);

 ***WHEREAS,***the recent and projected growth of commercial space transportation activities at the Cape Canaveral Spaceport has and will continue to increase supply chain, workforce and visitor vehicular traffic, as well as increased freight movement, requiring an efficient, capable surface transportation network;

***WHEREAS***, there is a need to upgrade, modernize, and expand capacity of existing transportation infrastructure required for these space-related purposes at the Cape Canaveral Spaceport in order to facilitate the industry’s continuing growth; and

***WHEREAS****,* Space Florida will be the lead entity to evolve the Cape Canaveral Spaceport into a multi-sector space transportation complex that is the leader in global space commerce providing frequent, low cost access to space for both Government and commercial user markets enabling commerce, exploration and security.

***NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA, AS FOLLOWS:***

**Section 1. Space Florida Statutory Authority.** This resolution of the Board of Directors is approved under the statutory powers and duties of Space Florida as follows:

1. Space Florida has statutory authority to acquire real property “within or without its territorial limits, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, on such terms and conditions as the board may deem necessary or desirable ….” § 331.305(8), Fla. Stat.
2. Space Florida may “own, acquire, equip, operate, maintain, extend, or improve transportation facilities appropriate to meet the transportation requirements of Space Florida and activities conducted within spaceport territory.” § 331.305(12), Fla. Stat.
3. Space Florida may “fix and collect fees … and other charges for the use of any project … to pay the principal of and interest on bonds as the same shall become due and payable ….” § 331.305(22), Fla. Stat.
4. Space Florida is directed to “carry out its responsibilities for spaceport operations by … seeking federal support and developing partnerships to renew and upgrade the infrastructure and technologies at the Cape Canaveral Air Force Station [and] the John F. Kennedy Space Center … that will enhance space and military programs of the Federal government and improve access for commercial launch activities.” § 331.3051(7)(a), Fla. Stat.
5. The board is expressly authorized to “execute intergovernmental agreements … consistent with prevailing statutory provisions ….” § 331.310(1)(h), Fla. Stat.
6. Space Florida “may construct, … maintain, and operate its projects within the geographical limits of the spaceport territory … and offer, supply, and furnish the facilities and services provided for in this [Space Florida Act] to, and establish and collect fees … and other charges from, persons, public or private, within the geographical limits of the spaceport territory and for the use of Space Florida itself.” § 331.312, Fla. Stat.
7. Space Florida may “construct, control, and maintain, roads deemed necessary by Space Florida and connections thereto and extensions thereof now or hereafter acquired, constructed, or maintained in accordance with established highway safety standards; provided that, in the event a road being addressed by Space Florida is owned by another agency or jurisdiction, Space Florida, before proceeding with the proposed project or work activity, … shall have successfully executed an interagency agreement with the owning agency or jurisdiction.” § 331.313, Fla. Stat.
8. Space Florida may accept “federal moneys … and other moneys or properties, either public or private, for the acquisition, planning, operation, construction, enlargement, improvement [or] maintenance … of … facilities, and sites therefor, and comply with the provisions of the laws of the United States and any rules and regulations made thereunder for the expenditure of federal moneys.” § 331.321, Fla. Stat.
9. Space Florida may accept and receive grants of money from any entity, private or public, and may enter into contracts in connection therewith “as the board shall deem appropriate.” § 331.324, Fla. Stat.

**Section 2. Findings of the Board of Directors.** The Board of Directors hereby makes the following findings:

1. **Indian River Bridge.** The Indian River Bridge and the NASA Causeway were constructed in 1964. The causeway and the bridge is the major highway route across the Indian River to Kennedy Space Center and the Kennedy Space Center Visitor Complex. The bridge is, therefore, a crucial transportation facility for both the space industry and Brevard County tourism. The bridge is used for large machinery, materials, and heavy payloads transported by both NASA and the commercial-space industry. The expansion and investment by private commercial-space companies in Brevard County, especially those located on Kennedy Space Center in Space Florida’s Exploration Park, has been dramatic and highly beneficial to the county and the state in recent years. According to a “Targeted Asset Review” by the United States General Services Administration (GSA) in 2017, the deterioration of the bridge from exposure to elements “is expected to accelerate over the next [few] years”. The GSA assessment concludes the bridge “must be replaced.”
2. **Space Commerce Way.** Space Commerce Way was constructed in 2001 and is a major roadway on the National Highway System providing access to Exploration Park and the Visitor Complex from both the NASA Causeway (Titusville area) and Kennedy Parkway (South Merritt Island and Cocoa Beach areas). A new entrance for KSC’s Visitor Center serving over 1.5 million annual visitors was recently opened on Space Commerce Way, and nearly one million square feet of manufacturing floor space accessed from the roadway has been completed in the past 12 months, with more programmed in the near future. Space Commerce Way requires widening to accommodate increased vehicular traffic to and from both the KSC Visitor Complex and the workplaces in Exploration Park.
3. **GSA Recommendations.** GSA noted that while the Indian River Bridge, the NASA Causeway, and Space Commerce Way remain important transportation assets for the spaceport, NASA is no longer a primary user. GSA recommends the assets be disposed of by “public benefit conveyance” to a state entity.
4. **Potential Infrastructure Grant.** The U.S. Department of Transportation (“USDOT”) has announced that funding under Fiscal Year 2019 Infrastructure for Rebuilding America Grants (“INFRA Grant”) will be available for eligible projects that undertake nationally significant freight and highway improvements. An INFRA Grant, if awarded to Space Florida, is expected to be in an amount sufficient, when added to matching funds and other generated revenue (i) to design and construct a new bridge to replace the existing Indian River Bridge, (ii) to widen Space Commerce Way to accommodate expected increased vehicular traffic and (iii) support life cycle operations and maintenance requirements. Together these constitute the components of the Project cost.
5. **Space Florida Grant Application.** Space Florida will be the Project Sponsor and lead entity to apply for the INFRA Grant assistance and undertake the needed improvements to the bridge and Space Commerce Way. As Project Sponsor, Space Florida will apply for the grant in collaboration with NASA’s Facilities and Real Estate Division, Washington, D.C. which will be responsible for NASA’s co-funding commitments and related Project participant responsible for the Grant’s Federal match. Space Florida is also partnering with Florida Department of Transportation (FDOT) to employ FDOT expertise and capabilities in transportation, environmental permitting, and the contracting and construction management required to execute the Project. Space Florida is coordinating with FDOT and the Space Coast Transportation Planning Organization to ensure the Project satisfies USDOT requirements for transportation planning and identifying opportunities for incorporating innovative approaches to advanced technologies and accelerated Project delivery.
6. **NASA Intent to Participate in the Project.** NASA has declared by Letter of Intent its expectation to provide a share of the INFRA-required matching funds necessary for the Project and equal to the matching funds to be provided by the State of Florida or Space Florida, to participate in other essential aspects of meeting INFRA Grant conditions, including facilitating the U.S. Government transfer of property as necessary. To that end, NASA has provided to Space Florida the letter of intent in **Attachment A**, declaring its intention to partner with Space Florida on this Project if the INFRA Grant is awarded for that purpose.
7. **Consistency with Statutory Mandates.** An award of the INFRA Grant to Space Florida and the undertaking of the Project by Space Florida in partnership with NASA would be consistent with Space Florida’s statutory mission and would further its statutory mandates.

**Section 3. Space Florida Intentions.**

1. **Conditions to Undertaking the Project.** The Board of Directors of Space Florida will authorize Space Florida’s officers and staff to undertake the Project if, and only if, the following conditions occur:
	1. USDOT awards the INFRA Grant to Space Florida in an amount sufficient (when added to matching and other available funds) to pay the costs to be incurred in undertaking the Project;
	2. Space Florida and NASA succeed in negotiating and executing an agreement or agreements, plus other instruments as necessary or useful, under which the following will occur:
		1. NASA will share in funding the Project cost at a level required by the conditions of the INFRA Grant, not to exceed the statutory limits for total federal assistance;
		2. NASA will affect the conveyance to Space Florida, via GSA’s recommended process of Public Benefit Conveyance, of fee simple ownership of, and responsibility for, all real property necessary to be declared “excess” for implementation of the Project, as will be proposed in the grant application submitted to USDOT;
		3. NASA will undertake such actions as necessary or useful (i) to cause other real property assets (e.g. property along Space Commerce Way) to be declared “excess” under federal law and regulations as Space Florida and NASA may negotiate and (ii) to carry out the conveyances of such property under GSA rules, whether by Public Benefit Conveyance, negotiated sale, or other applicable procedure;
		4. At its cost, NASA will operate and maintain the existing Indian River Bridge at a service level sufficient to support heavy freight transport until the replacement bridge is designed and constructed;
		5. At its cost NASA will demolish and remove the original 1964 bridge structure promptly after completion of the replacement bridge, or in phases as indicated by the replacement bridge’s approved construction plans and sequence;
		6. NASA will undertake at its cost the relocation of utility lines and structures as needed or useful for construction of the replacement bridge;
		7. NASA will abandon, assign, or otherwise convey to Space Florida the easements granted to NASA by the State of Florida for the NASA Causeway and Indian River Bridge when the bridge and causeway were constructed;
	3. NASA furnishes and commits to a funding plan that identifies programming of NASA appropriated funds for all Project elements for which it is responsible; and
	4. NASA agrees to obligate such funding on a schedule required to support Space Florida’s Project implementation plan, developed in cooperation with FDOT as the anticipated contracting agency for Project construction.
2. **Space Florida Intentions.** If and only if the above conditions occur, the Board of Directors of Space Florida will approve necessary actions by the officers and staff of Space Florida to proceed with the following in connection with the Project:
	1. To fund fully in accordance with the terms of a Project Agreement entered into with the USDOT subsequent to INFRA award such amounts required to be paid by Space Florida (net of matching funds from other sources) for its committed share of Project cost, other project specific revenues, and the proceeds of third-party financings (if any);
	2. To enter into a standard Spaceport Infrastructure Program Joint Project Agreement with FDOT for the procurement and management of contracts for design and construction of the replacement bridge and the widening of Space Commerce Way;
	3. To assume full life-cycle operations and maintenance costs for the replacement bridge, the NASA Causeway, Space Commerce Way, and certain Government-transferred assets to be common-use infrastructure of the Cape Canaveral Spaceport to meet the terms and conditions of the INFRA grant before transferring responsibilities of these assets to FDOT;
	4. To accept where appropriate the transfer of Government real property and the assumption of easements as contemplated above; and
	5. To proceed with the processes required by the Government Services Administration to acquire “excess” NASA property such as property along Space Commerce Way and, as may be identified by NASA and Space Florida in connection with the INFRA Grant and the Project.
3. **Board Approvals Required.** Final approvals of the agreements and other instruments to be executed by Space Florida in connection with both the INFRA Grant and the Project are subject to the board’s determination that the terms, conditions, requirements, and restrictions of the several agreements and other instruments, including the USDOT INFRA Grant and subsequent Project Agreement with Space Florida as the INFRA Grant recipient serve and protect the interests of the State of Florida and its citizens.

**Section 4. Authorizations.**

1. Space Florida officers and staff are authorized and directed to apply timely for award of the INFRA Grant as contemplated in this resolution.
2. The officers and staff of Space Florida are authorized and directed to take all other actions necessary or useful to secure the INFRA Grant and to prepare for undertaking the Project in anticipation of the grant award.

***APPROVED THIS 4THDAY OF MARCH, 2019.***

**SPACE FLORIDA**

By: Its Board of Directors

By:

 Chair

ATTEST:

By:

 Frank DiBello

 President and Chief Executive Officer

**ATTACHMENT A**

*TO*

**RESOLUTION**

*of the*

**SPACE FLORIDA BOARD OF DIRECTORS**

*regarding the*

**Indian River Bridge** *and* **Space Commerce Way**

**Projects**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NASA Letter of Intent**



\60168\142 - # 13276236 v5