

Hillsborough County Aviation Authority

TEMPORARY AIR TRAFFIC CONSULTING SERVICES FOR SPECIAL EVENTS CONTRACT

COMPANY: JOHN-WAYNE AIR CAVALRY, LLC

Term Date: May 6, 2021 through May 5, 2026

Board Date: May 6, 2021

TABLE OF CONTENTS

ARTICLE 1 CONTRACT	4
ARTICLE 2 SCOPE OF SERVICES	6
ARTICLE 3 TERM	7
ARTICLE 4 FEES AND PAYMENTS	7
ARTICLE 5 TAXES	9
ARTICLE 6 OWNERSHIP OF DOCUMENTS	9
ARTICLE 7 QUALITY ASSURANCE	9
ARTICLE 8 NON-EXCLUSIVE	10
ARTICLE 9 DEFAULT AND TERMINATION	10
ARTICLE 10 INDEMNIFICATION	12
ARTICLE 11 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS	15
ARTICLE 12 INSURANCE	16
ARTICLE 13 NON-DISCRIMINATION	19
ARTICLE 14 WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE	22
ARTICLE 15 AUTHORITY APPROVALS	23
ARTICLE 16 DATA SECURITY	24
ARTICLE 17 DISPUTE RESOLUTION	24
ARTICLE 18 NON-EXCLUSIVE RIGHTS	26
ARTICLE 19 WAIVER OF CLAIMS	26
ARTICLE 20 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES	27
ARTICLE 21 COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW	27
ARTICLE 22 CONTRACT MADE IN FLORIDA	28
ARTICLE 23 NOTICES AND COMMUNICATIONS	28
ARTICLE 24 SUBORDINATION OF AGREEMENT	29
ARTICLE 25 SUBORDINATION TO TRUST AGREEMENT	29
ARTICLE 26 ASSIGNMENT AND SUBCONTRACTING / SUBLEASING	30
ARTICLE 27 SECURITY BADGING	30
ARTICLE 28 VENUE	31
ARTICLE 29 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	31
ARTICLE 30 RELATIONSHIP OF THE PARTIES	31
ARTICLE 31 RIGHT TO AMEND	32
ARTICLE 32 TIME IS OF THE ESSENCE	32
ARTICLE 33 AMERICANS WITH DISABILITIES ACT	32
ARTICLE 34 FAA APPROVAL	32
ARTICLE 35 AGENT FOR SERVICE OF PROCESS	32
ARTICLE 36 INVALIDITY OF CLAUSES	33
ARTICLE 37 SEVERABILITY	33
ARTICLE 38 HEADINGS	33
ARTICLE 39 COMPLETE CONTRACT	34
ARTICLE 40 MISCELLANEOUS	34

ARTICLE 41 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	34
ARTICLE 42 ORDER OF PRECEDENCE	34
ARTICLE 43 CONTRACT CHANGES	35

EXHIBIT A	SCOPE OF SERVICES
EXHIBIT B	SAMPLE WORK ORDER
EXHIBIT C	ADVISORY CIRCULAR 90-93B, OPERATING PROCEDURES FOR AIRPORT TRAFFIC CONTROL TOWERS
EXHIBIT D	SCRUTINIZED COMPANY CERTIFICATION

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Temporary Air Traffic Consulting Services for Special Events Contract

This Contract for Temporary Air Traffic Consulting Services for Special Events (Contract) is made and entered into this 6th day of May 2021 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and John-Wayne Air Cavalry, LLC, a Florida company authorized to do business in the State of Florida (Company), (collectively the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Aeronautical Activity:** Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; any activity that contributes to, or is required for the safety of such operations; or any activity that has a direct relationship to the operation of Aircraft.
- C. **Aircraft:** Any contrivance designed, invented, or used for power or non-powered flight in the air.
- D. **Airport(s):** Tampa International Airport, Peter O. Knight Airport, Tampa Executive Airport, Plant City Airport.
- E. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- F. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- G. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- H. **Commercial Aeronautical Operator (CAO):** A person or company that, for compensation or hire, engages in, runs, involves, makes possible, or is required for

an Aeronautical Activity. Types of CAOs include, but are not limited to, FBOs or SASOs for which compensation is received.

- I. **Company Representative:** The individual designated by Company who will be responsible for monitoring this Contract and coordinating support for this Contract at the Company level to ensure compliance with the terms and conditions of this Contract.
- J. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) No. 92013, Temporary Air Traffic Consulting Services for Special Events, dated January 13, 2021, and all its addenda; and Company's Response to RFP No. 92013, Temporary Air Traffic Consulting Services for Special Events, and any subsequent information submitted by Company during the evaluation process.
- K. **Event(s):** A planned occasion coordinated by the Authority that includes a significant increase in aircraft operations in which there is a need of assistance in controlling air traffic (Examples of previous events include Planes, Trains, and Automobiles, Sun n' Fun, and Super Bowl).
- L. **Event Fee:** Fee paid to the Company for providing Services for the Event.
- M. **Experimental Aircraft Association:** An international organization of passionate aviation enthusiasts that promotes and supports recreational flying.
- N. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- O. **Fixed Base Operator (FBO):** A CAO granted the right by the Authority through an agreement to operate on the Airports in order to provide core services along with required other services as described in the Minimum Standards.
- P. **Local FAA Air Traffic Control:** Federal Aviation Administration Air Traffic Control office located at Tampa International Airport.
- Q. **Services:** The services as detailed in Exhibit A, Scope of Services.
- R. **Specialized Aviation Service Operator (SASO):** A CAO offering one or more Aeronautical Activities other than core services.

- S. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- T. **Work Order:** The form used by Authority and Awarded Respondent in accordance with Section 2.02, Work Order.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Scope of Services
- B. Exhibit B, Sample Work Order
- C. Exhibit C, Advisory Circular 90-93B, Operating Procedures For Airport Traffic Control Towers
- D. Exhibit D, Scrutinized Company Certification

ARTICLE 2

SCOPE OF SERVICES

2.01 Company agrees to provide the Services as set forth in Exhibit A, Scope of Services.

2.02 Work Order

Prior to the onset of any Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task and detail the associated costs in a Work Order as shown in Exhibit B, Sample Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will only begin work upon execution of the Work Order by Company and Authority. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.

If Authority and Company cannot agree on the details of the Work Order, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Work Order within the agreed upon schedule and/or costs, Authority will terminate the Work Order and Authority will be entitled to select another company to provide the Services.

ARTICLE 3

TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on May 6, 2021 and will continue through May 5, 2026 unless terminated earlier as provided herein.

3.03 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for five (5), one (1) year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of May 5, 2031.

3.04 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. Not-To-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

B. Event Fee:

Authority will pay Company based on an approved Event Fee. Approved Event Fee for each event is as follows:

Contract Year	Event Fee for Planes, Trains and Automobiles	Event Fee for Sun 'n Fun
1	\$6,500	\$20,000
2	\$6,500	\$20,000
3	\$6,500	\$20,000
4	\$6,500	\$20,000
5	\$6,500	\$20,000
Renewal Year 1	\$6,700	\$21,000
Renewal Year 2	\$6,900	\$22,000
Renewal Year 3	\$7,100	\$23,000
Renewal Year 4	\$7,300	\$24,000
Renewal Year 5	\$7,500	\$25,000

Additional Events, as approved by the Authority, will be detailed in a Work Order with a negotiated Event Fee.

4.02 Invoices

Any invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management

practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Services under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) day notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this

Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airports for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10

INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Contract;
 4. Performance, non-performance or purported performance of this Contract;
 5. Violation of any law, regulation, rule or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:
1. The presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Contract;
 4. Performance, non-performance or purported performance of this Contract;
 5. Violation of any law, regulation, rule or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
 7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

By the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then

with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

- I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent (3%) for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract. Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions

deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

12.02 Required Coverage – Minimum Limits

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
-----------------------------------------------------------------	-------------

D. Professional Liability Insurance

The minimum limits of Professional Liability insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract. The minimum limits of coverage are:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

12.03 Incident Notification:

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

12.04 Customer Claims, Issues, or Complaints:

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response

and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

12.05 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Insurance for Suppliers.

ARTICLE 13

NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

13.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

13.02 Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
-
- 13.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - 13.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - 13.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
 - 13.06 Company will include the provisions of Paragraphs 13.01 through 13.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
 - 13.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that

Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 14

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

14.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

14.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

14.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a

Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Scope of Services of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 15

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 16

DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 17

DISPUTE RESOLUTION

17.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

17.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute

occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 18

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 19

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits

caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airports. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 21

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.

- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 22

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 23

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
 (MAIL DELIVERY)
 HILLSBOROUGH COUNTY AVIATION AUTHORITY
 TAMPA INTERNATIONAL AIRPORT
 P.O. BOX 22287
 TAMPA, FLORIDA 33622-2287

TO JOHN-WAYNE AIR CAVALRY, LLC:
 (MAIL DELIVERY)
 <INSERT IN TABLE>

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

<INSERT IN TABLE>

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 24

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 25

SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 26

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 27

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company

will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the Badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 28

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 29

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 30

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 31

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport(s), Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 32

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 33

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 34

FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 35

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of

Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 36

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 37

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 38

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 39

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 40

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 41

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 42

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

ARTICLE 43

CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

43.01 Claim for Payment

Any claim for payment for changes in the Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Services unless such revised Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

43.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments

then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2021, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

JOHN-WAYNE AIR CAVALRY, LLC

Signed in the Presence of:

BY:

Witness

Signature

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

JOHN-WAYNE AIR CAVALRY, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ as

(Name of person)

_____, for _____
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A
Scope of Services

This Scope of Services details the type of services and deliverables that may be requested by Authority from Company. Work will only begin upon the completion and full execution of a Work Order as shown in Exhibit B, Sample Work Order. Note: Authority does not guarantee any work.

A. Authority Responsibilities

1. Provide a Temporary Air Traffic Control Tower Trailer for all Events as scheduled by the Authority.
2. Apply for frequency with FAA.
3. Obtain all FCC frequency authorizations.
4. Provide dedicated phone lines for communications.

B. Company's Responsibilities

Company will:

1. Comply with Advisory Circular 90-93B, Operating Procedures for Airport Traffic Control Towers that are not operated by, or under contract with, the United States (Non-Federal) which is attached to this Contract as Exhibit C, Advisory Circular 90-93B, Operating Procedures for Airport Traffic Control Towers.
2. Provide assistance with FAA approval of frequency at least three (3) months prior to each Event.
3. Coordinate with the local FAA to schedule any required training and agreements.
4. Provide all necessary radio equipment.
5. Coordinate with aircraft operators for a safe and efficient operation during each Event.
6. Coordinate with Authority for scheduled runway closures during each Event.
7. Provide inbound and outbound Aircraft guidance to and from the FBO(s) and parking areas for authorized Aircraft.
 - a. All procedures will be as agreed upon by the Authority, FBO(s) and Company.
 - b. Actual parking of Aircraft, wheel chocks, fuel, lavatory and all other usual Airport and FBO(s) services will remain the responsibility of the Authority and FBO(s) personnel.

[The remainder of this page was intentionally left blank]

Exhibit B
 Temporary Air Traffic Consulting Services for Special Events
 Sample Work Order
 John-Wayne Air Cavalry, LLC

1. Work Order No.:

2. Project Title:

3. Authorization for Payment

Purchase Order No.:

OR

Purchasing Card Number provided

NOTE: The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Contract Not-To-Exceed Amount		\$
Total of Previous Work Order(s)	-	\$
Subtotal		\$
Amount of this Work Order	-	\$
Remaining Contract Amount		\$

5. Project Information

A. Project Purpose:

B. Project Description:

C. Project Scope of Work and Deliverables:

D. Project Number:

6. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		

4.		
5.		

B. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable Costs)	\$

**All travel related expenses must be in accordance with Authority Policy P412, Travel and Business Development and Working Meals Expenses.*

C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

7. Payment
<insert applicable method of payment based on project length and/or milestones or deliverables>

<Projects one month and less>

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

OR

<Projects 30 to 90 days>

Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on timelogs and hours completed each month

OR

<Projects exceeding 90 days>

Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on timelogs and hours completed each month

Company acknowledges the acceptance of this Work Order and has received a Purchase Order number or a PCard number.

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: **General Aviation**

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Operating Procedures for Airport Traffic Control Towers (ATCT) that are not Operated by, or Under Contract with, the United States (Non-Federal)

Date: April 22, 2013

AC No: 90-93B

Initiated by: AJT-0 Terminal Operations, Headquarters

1. PURPOSE.

This advisory circular (AC) recommends publications, administrative, and operational procedures that will assist in the management of a non-Federal ATCT (NFCT).

2. CANCELLATION.

AC 90-93A, Operating Procedures for Airport Traffic Control Towers (ATCT) that are not operated by, or under contract with, the United States (Non-Federal), dated November 15, 1999, is cancelled.

3. EFFECTIVE DATE.

This AC is effective April 22, 2013.

4. REFERENCES.

The following references contain information applicable to NFCT operations.

- Title 14, Code of Federal Regulations (14 CFR), Volume 1, 2, and 3.
- Aeronautical Information Manual (AIM).

5. EXPLANATION OF CHANGES.

This AC has been revised to update current directives and publications.

6. PAPERWORK REDUCTION ACT REQUIREMENTS.

The intent of the AC and this reporting and recordkeeping activity is to maintain a high level of air safety without regulating certain entities that previously were not regulated. The FAA is requesting operators of NFCTs to voluntarily comply with the regulations as stated in this AC, as well as to voluntarily submit information by using the listed forms as do FAA Air Traffic personnel. Collection of this information is voluntary, and the promise of confidentiality is not necessary. The reporting burden is estimated to be 3.5 hours annually per respondent, and the recordkeeping burden is estimated to be 33 hours annually per respondent. Note that an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number assigned to this reporting and recordkeeping burden is 2120-0572.

7. DEFINITIONS.

• **Administrator** – The Federal Aviation Administrator or any person to whom the Administrator has delegated authority in the matter concerned.

- **Non-Federal Control Tower (NFCT)** – An air traffic control tower that is not staffed by FAA or FAA Contracted controllers. An NFCT is not associated with the FAA Contract Tower Program or funded by the FAA.
- **NFCT Air Traffic Manager (ATM)** – A person who is responsible for the day-to-day operations at an NFCT location (the equivalent to an FAA Air Traffic Manager).
- **Directive** – Any order, notice, change, or supplement used by the FAA or ATM to specify policies, guidance, or procedures dealing with ATC operations, training, equipment, and management of an ATCT.
- **Director of Terminal Operations** – A person (or designee) responsible for the delivery of terminal services to the customer and implementing new technology to support all terminal operations within a geographic location. Responsibilities to manage daily and future terminal capabilities, financial management associated with providing the service, information delivery to decision makers, liaison to customers, airports (ARP), Region Center Operations (ARC), overall Terminal Services that include real-time terminal operations measures and terminal organizational performance metrics.
- **Director of Technical Operations** – A person (or designee) responsible for the delivery of maintenance services of the National Airspace System (NAS) facilities and providing communication and navigation services to support FAA's line service areas within an FAA geographic area. Responsible for overall navigation services including procurement, charting procedures, and flight inspection in support of the NAS.
- **Service Delivery Point (SDP)** – The agency, organization, or company responsible for providing ATC services at a control tower.

8. BACKGROUND AND SCOPE.

- In the interest of promoting aviation safety, the FAA, through its AC's and other publications, disseminates good operating practices, policy, guidelines, and procedures to assist in the management of services provided to users of the NAS. An example of these policy publications is the 14 CFR that specify minimum standards for proficiency, conduct, experience, skills, and ratings.
- Specifically, Part 65 of 14 CFR details requirements for issuing certificates and associated ratings and general operating rules for airmen other than flight crew members. Additionally, the FAA has internal directives detailing the methodology used by Federal facilities (FAA-contract ATCTs) and Department of Defense (DOD) facilities to establish and manage ATCTs, certify FAA employees as control tower operators, maintain controller proficiency, and determine the quality of services provided.
- However, there are facilities that do not fall under the realm of the Federal Government. These private entities have contracts with state and local governments to provide ATC services. These ATCTs are called non-Federal ATCTs. No Federal statutes or regulations prescribe uniform or consistent procedures and criteria for the establishment and management of these ATCTs. The procedures recommended herein are designed for these NFCT owners, vendors, and ATMs.
- The FAA believes that voluntary observance of the recommended procedures detailed in this AC will improve the services and aid those NFCT owners, vendors, operators, and facility managers in maintaining the high level of safety achieved by Federally-operated ATC facilities in the NAS.

9. GENERAL RESPONSIBILITIES OF THE NFCT ATM.

The FAA recommends that the NFCT ATM endeavor to fulfill the following responsibilities:

- **Maintain familiarity with the positions, equipment, and duties required to operate an ATCT**

- Ensure operational continuity during the transfer of position responsibility.
- Issue pertinent weather and airport information via SIGMETs, AIRMETs, PIREPS, and NOTAMs, etc.
- Maintain training records for each ATC specialist in the facility.
- Ensure that ATC services are provided in a safe, orderly, and efficient manner.
- Ensure that each ATC specialist in the NFCT manager's employ is properly qualified and current in the application of ATC services.
- Maintain a comprehensive pilot education program that includes pilot/controller forums to discuss/clarify local procedures and airspace matters.
- Ensure that voice recorders and other essential equipment are checked for suitable operation at the beginning of each shift.
- Ensure that, excluding tapes containing information pertaining to accidents/incidents, voice recorder tapes are retained for a minimum of 45 days. Tapes pertinent to accidents and incidents should be retained as detailed in FAA Order 8020.16, Chapter 7, Paragraph 101.
- Ensure a daily record of air traffic operations log is maintained in the operational quarters.

10. EMERGENCY OPERATIONS AND HAZARDOUS CONDITIONS.

- To ensure that emergency operations (for example accidents/incidents) data are documented, it is essential for NFCT ATMs to record and report all accidents/incidents in the same manner as would FAA-operated ATCTs (in accordance with FAA Order 8020.16 and 8020.11). The purpose of such reports and records is to provide essential information for follow-up investigations and help in the development of new procedures and regulations.
- The NFCT ATM, or a designated representative, upon becoming aware of conditions that are hazardous to a safe operation should immediately notify airport management to restrict or suspend operations as necessary until the necessary corrections are made.

11. OPERATIONAL AND PROCEDURAL STANDARDS.

- Using the FAA handbooks, manuals, and directives listed in this AC as a guide, the NFCT vendor/ATM should develop a series of directives on operations and procedures for the subject NFCT. The procedures should specify the following:
 - Standard operational position procedures, position binders, and position relief briefings.
 - Procedures for training and supervising air traffic controllers.
 - Procedures for handling accidents/incidents.
 - Procedures for records management.
 - Procedures for providing responses to External Compliance Verifications and/or assessments may be conducted by the ATO Quality Control Group or by ATO Safety and Technical Training.

- Procedures for the installation, maintenance, and repair of electronic and weather equipment.
- The SDP/ATM should forward an information copy of the directives and procedures listed under this section and any amendments to the respective Director of Terminal Operations.
- The SDP/ATM should ensure that each employee complies with the operational standards and procedures, as well as any applicable 14 CFR, and provide all specialists with current operational standards.
- Before changing the location of any business office except a temporary change, the SDP or ATM should notify the appropriate Director of Terminal Operations of the change in writing.
- Each SDP/ATM should notify the appropriate Director of Terminal Operations at least 24 hours before termination of any advertised ATC service.
- The SDP/ATM should:
 - Ensure that each supervisor is qualified, current and holds a Control Tower Operator (CTO) certificate issued under Part 65 of 14 CFR.
 - Ensure that each employee directly involved in ATCT equipment maintenance has a minimum of a Federal Communications Commission certificate and can show to the Director of Technical Operations the ability to install successfully, perform repair work or maintain, and verify operation of such equipment.
 - Develop and manage a “substance abuse” program that meets the requirements of Part 120 of 14 CFR.
- The SDP/ATM should maintain the following information on all facility personnel holding a CTO certificate:
 - Each person’s full name and the date of issuance of a CTO certificate for the facility and the certificate number.
 - The amount and currency of experience in sufficient detail to determine the individual’s qualifications.
 - The individual’s current duties and the date of the assignment to those duties.
 - The effective date and class of medical certificate that the individual holds.
 - The date of certification and required recurrent proficiency checks.
 - Any action taken regarding any specialist’s release or temporary suspension from employment for physical or professional disqualification.
 - The date of the completion of any training associated with performing CTO duties.

12. FACILITY DIRECTIVES, REPORTS, AND FORMS.

Each ATM should make available to each employee the most current edition of the following directives or publications. Information on how to get these recommended FAA documents is available by writing

for free copies of the “Advisory Circular Checklist” and the “Washington Headquarters Directives Checklist, FAA-WA 0000.5.” Both documents may be ordered from: U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341Q 75th Avenue, Landover, Maryland 20785, FAX (301) 386-5394 (Accept mail and FAX requests only). An on-line catalog is available for browsing at <http://faacharts.faa.gov>. You may place your order through this on-line website or contact any Authorized Chart Sales Agent or sales outlets to place your order. A listing of Authorized Chart Sales Agents and their sales outlets is available at <http://aeronav.faa.gov>. Inquiries should be directed to our 9-AMC-CHARTSALES email address or you may contact FAA, AeroNav Products Distribution Team at (301) 436-8301 or 1-800-638-8972. For information on obtaining Title 14, Code of Federal Regulations, write to the Superintendent of Documents, P.O. Box 371954, Pittsburgh, Pennsylvania 15250-7954.

- FAA Order 1320.1, FAA Directives Management.
- FAA Order 1350.15, Records Organization, Transfer, and Destruction Standards.
- FAA Order 3120.4, Air Traffic Technical Training.
- FAA Order 6700.20, Non-Federal Navigational Aids and Air Traffic Control Facilities.
- FAA Order 7110.65, Air Traffic Control.
- FAA Order 7210.3, Facility Operation and Administration.
- FAA Order 7210.632, Air Traffic Organization Occurrence Reporting.
- FAA Order 7210.633, Air Traffic Organization Quality Assurance Program.
- FAA Order 7210.634, Air Traffic Organization Quality Control.
- FAA Order 7340.2, Contractions.
- FAA Order 7350.8, Location Identifiers.
- FAA Order 7610.4, Special Operations.
- FAA Order 7930.2, Notices to Airmen (NOTAM).
- FAA Order 8000.90, AOV Credentialing and Control Tower Operator Certification Programs.
- FAA Order 8020.16, ATO Aircraft Accident and Incident Notification, Investigation, and Reporting.
- FAA Order 8260.3, U.S. Standard for Terminal Procedures (TERPS).
- Aeronautical Information Manual.
- Airport/Facility Directory.
- Terminal Procedures Publications.

- IFR En Route Low/High Altitude Charts
- Title 14 Code of Federal Regulations, Parts 1, 65, 67, 71, 73, 91, 93, 99, 101, 103, 105, 171, 189, and Appendix 1, Part 121
- Sectional charts covering at least the area within a 50 mile radius of the ATCT
- Terminal Instructional Program Guide, FAA Order 3120 4, Appendix F
- Terminal Self-Study, Phase VI, 55060, Flight Data All Units
- Terminal Self-Study, Phase VII, 55061, Clearance Delivery All Units
- Terminal Self-Study, Phase VIII, 55062, Ground Control All Units
- Terminal Self-Study, Phase IX, 55063, Local Control All Units
- FAA Form 7210-13, Air Traffic Mandatory Occurrence Report
- FAA Form 7230-4, Daily Record of Facility Ops/Personnel Log
- FAA Form 7230-7 2, Flight Progress Strip-Terminal-Continuous, or FAA Form 7230-9, Flight Progress Strip Terminal Cut (if manually prepared)
- FAA Form 7230-10, Position Log
- FAA Form 8020-9, Aircraft Accident/Incident Preliminary Notice
- FAA Form 8020-11, Incident Report
- Appropriate National Weather Service publications
- An operations manual and log for each piece of equipment required in the ATCT
- Copies of all current Letters of Agreements
- Copy of current airport certification manuals or specifications
- Copy of current FAA approved airport emergency plan

13. FACILITY EQUIPMENT.

- Each SDP should equip their respective ATCT with the following at the minimum
 - An operable two-way radio with a backup power source, consisting of a minimum of one transmitter and receive for each frequency published
 - An operable backup two-way multi-channel transmitter and receiver with reliable backup power source
 - A wind indicator system certified by either the FAA or the national Weather Service (NWS)

- At least two aneroid altimeter setting indicators (ASI), or one ASI and a traceable pressure standard, that takes weather observations and/or provides local airport advisories. When two or more facilities (or a NWS commissioned/certified ASOS/AWOS) are located on the same airport, the requirement may be reduced to one aneroid ASI per facility. Aircraft altimeters should not be used in reporting altimeter settings.

NOTE: A digital ASI (DASI) system is considered as one aneroid ASI instrument.

- Visibility charts, prepared and maintained by the ATM, in conjunction with the NWS, where an ATCT takes weather observations.
 - A voice recorder system that, during the period the ATCT is in operation, continually records the synchronized time with the recording of each radio frequency and interphone line used for receiving/transmitting ATC clearances or instructions.
 - A minimum of one signal light gun with a reliable backup power source.
 - Accurate facility drawings of the wiring and layout of the equipment.
 - Two sets of 7x50 power binoculars.
 - An airfield lighting control panel, if applicable.
 - A telephone/interphone system to communicate with the parent approach control facility/air route traffic control center, and the primary emergency response organization for the airport.
- Each SDP/ATM should advise, in writing, the appropriate Director of Technical Operations and Director of Terminal Operations of alterations to any equipment recommended in this AC.
 - Each SDP/ATM should ensure that radio frequencies supporting aviation services are applied for and managed according to the Code of Federal Regulations, Title 47-Telecommunications, Part 87.
 - Each SDP/ATM should coordinate activities, where appropriate, with the airport management.

14. MONITORING OF FACILITY APPLICATION OF RECOMMENDED PROCEDURES.

The NFCT's application of the recommended procedures contained in this AC can be periodically reviewed by the Quality Control Group (QCG) according to procedures outlined in FAA Order 7210.634.



Walter R. Cochran
Vice President, Terminal Services
Air Traffic Organization

Date Signed

EXHIBIT D
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: _____ FID or EIN
Address: _____ No.: _____
City/State/Zip: _____
I, _____ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate this Contract upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has 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 it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE TITLE

PRINTED NAME DATE