



Mr. Jerry Sansom, Chairman
Dr. Dave Hosley, Vice Chairman
Ms. Patricia Patch, Treasurer
Ms. Veronica Clifford, Secretary
Dr. Wasim Niazi
Mr. Jay Stalrit
Mr. Harry Carswell

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

AGENDA
SPECIAL MEETING
APRIL 5, 2013 AT 8:30 A.M.

.....

** NOTE TO ALL PUBLIC ATTENDEES:*

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

Salute to Flag - Pledge of Allegiance.

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

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

- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of Two Contracts for Continued Contracted ATC Services at Space Coast Regional Airport
 - b. Discussion and Approval of Space Florida Support
- X. ADJOURNMENT

Respectfully submitted,

Michael D. Powell, C.M., ACE
Chief Executive Officer

Jerry Sansom
Chairman

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
APRIL 18, 2013 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

TRIPARTITE AGREEMENT

FOR

CONTINUATION OF CONTRACT AIR TRAFFIC CONTROL SERVICES AND
OCCUPANCY OF TOWER FACILITIES

THIS TRIPARTITE AGREEMENT (hereinafter "Agreement"), made and entered into this ____ day of _____, by and between the Federal Aviation Administration, hereinafter referred to as the "FAA", the Airport Authority or other interested entity, hereinafter "Airport Authority," and contractor currently providing air traffic control services under an existing FAA contract, hereinafter referred to as "Contractor". This agreement establishes the responsibilities and obligations among the three parties. This agreement also establishes a revocable license agreement between the FAA and the Airport Authority for use of those Air Traffic Control Facilities (ATCTs) owned by FAA and currently operated by Contractor.

WITNESSETH

WHEREAS, the United States of America, acting by and through the FAA has entered into Contract No. _____ with Contractor to provide air traffic control services at _____ [insert name of airport or tower here] (the "Contract"); and

WHEREAS, pursuant to the Budget Control Act of 2011, effective March 1, 2013, the budgets of all government agencies, including FAA, were reduced by a minimum of five percent (5%) (the "Sequester"); and

WHEREAS, as a result of the Sequester, FAA has insufficient funds to continue funding the Contract, and FAA has determined that the termination of the Contract will not jeopardize public safety; and

WHEREAS, the Airport Authority has requested that FAA provide the Airport Authority with additional time in order for the Airport Authority to determine whether it has sufficient funding to continue funding the Air Traffic Control services presently provided by the contract; and

WHEREAS, the FAA is willing to allow the Airport Authority to assume the FAA's duties and obligations under the Contract; and WHEREAS, except for payments under the contract now being made by the Airport Authority directly to the Contractor, the Parties desire for the status quo to remain for all other terms and conditions of airport operation

WHEREAS, it has been determined that Airport Authority's use of the subject facility will not interfere with, or adversely impact FAA's mission, and has also determined that granting the Airport Authority use of the site under conditions and limitations set forth below is in the best interest of the United States.

WHEREAS, it is in the public's interest to improve property utilization and permit this use.

NOW THEREFORE, the FAA does hereby grant unto the Airport Authority permission to utilize the contract stated above at _____, hereinafter referred to as the "Former Tower", all as shown on Exhibit A, subject to the following terms and conditions:

A. SPECIAL CONDITIONS

1. **TERM.** This Agreement shall be effective for thirty (30) days from ____ until _____, and is revocable at the will of the FAA. The FAA reserves the right to extend for another thirty (30) days at its sole discretion.
2. **DESCRIPTION OF PROPERTY.** The Former Tower consists of approximately _____ square feet of office and special space identified within the _____ square feet building, together with parking area for vehicles, accepted in its present "as is" condition, as shown on Exhibit A, identified as Drawing A-1, which is attached hereto and made a part hereof.
3. **PURPOSE OF AGREEMENT.** The Former Tower shall be used by the Airport Authority as Airport Authority and provide an extension of air traffic control services as a nonfederal contract tower.
4. **CONSIDERATION.** In exchange for the FAA not terminating the portion of the existing contract providing services at the Former Tower for convenience immediately and for extending the period of performance, the Airport Authority must pay the FAA rental for the Former Tower in "Consideration in kind" during the period of this Agreement. "Consideration in kind" results from allowing the Airport Authority to utilize space in the tower that the FAA owns or leases. As of the effective date of this Agreement, the Airport Authority shall be solely responsible for the provision of any and all maintenance of the building(s) and grounds and all costs thereof. In addition, the Airport Authority shall provide, and shall be responsible for all costs of utilities for the entire building, including any space remaining occupied by the FAA. The Airport Authority also shall utilize the Contractor for air traffic control services, and shall pay the Contractor directly at the Contract rates or other rates as specified by the parties to this agreement for air traffic control services during the extension period.
5. **AIRPORT AUTHORITY OBLIGATIONS.** . The Airport Authority shall indemnify the FAA and hold it harmless from any and all compensation obligation to the Contractor for any services provided. The Airport Authority recognizes and accepts that the FAA

will not participate in the bilateral negotiation of any fees between the Airport Authority and the Contractor. The Airport Authority will pay all invoices from the Contractor for services at the stated contract price or at such other price as agreed to by the Contractor and the Airport Authority.

6. CONTRACTOR OBLIGATIONS. The Contractor shall invoice directly and accept payment for services from the Airport Authority in lieu of payment from the FAA. The Contractor shall continue to provide services in accordance with the Contract's terms and conditions. The Contractor shall absolve the FAA from any and all responsibility or liability to it associated with the extension of the contract, including, but not limited to, the payment of termination for convenience costs related to the additional month and any other form of compensation for services provided. The Contractor recognizes and accepts that the FAA will not participate in the bilateral negotiation of any fees between the Contractor and the Airport Authority.

7. FAA OBLIGATIONS. The FAA agrees to extend the period of performance, before termination of the contract in part, for up to thirty (30) additional days, or such other term as set forth in Article A.1. of this Agreement.. The FAA acknowledges its responsibility for services provided prior to and liabilities incurred prior to the specified extension date agreed to above.

8. FURTHER WARRANTIES. The Airport Operator and the Contractor warrant that they together and severally shall: comply with all Federal, State, and local laws and ordinances; maintain the property and equipment without damage; be responsible for other costs of operating the tower; ensure that members and delegates to Congress do not share in the benefit of this Agreement; covenant that there were no contingent fees paid for obtaining or executing this Agreement.

9. SECURITY. The Airport Authority must provide adequate security for the Former Tower and adhere to FAA Security requirements.

10. GOVERNING LAW. This Agreement shall be governed by Federal Law

11. AGREEMENT DISPUTES. Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the FAA Air Traffic Organization's Chief Operating Officer. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

10. NOTICES. Notices may be sent to the following addresses:

(a) Federal Aviation Administration

(Identify office responsible for real estate)

(Address)

(b)(Airport Authority's name)

(Address)

(c)(Contractor's name)

(Address)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written above.

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
BY DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____

AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____

CONTRACTOR

**AGREEMENT FOR
AIR TRAFFIC CONTROL SERVICES AT
TITUSVILLE COCOA AIRPORT AUTHORITY
BETWEEN
AND
ROBINSON AVIATION, INC. (RVA)**

This Agreement, is hereby made and entered into effective this _____ day of _____, 2013 by and between, TITUSVILLE-COCA AIRPORT AUTHORITY, a Special Taxing District of the State of Florida, (hereinafter called the "Customer"), having offices located at _____, and **ROBINSON AVIATION, (RVA), INC.**, having offices located at 1601 Northwest Expressway, Suit 850 Oklahoma City, Oklahoma 73118, hereinafter referred to as **RVA or "Contractor"**.

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WITNESSETH:

WHEREAS, CUSTOMER desires to continue to have air traffic control services provided for the Airport on a daily _____ hour basis and, therefore, believes **RVA**, shall provide these services by expanding the hours of operation of **CUSTOMER'S ATCT** from _____ until _____, with such hours of operation to be covered under the terms of this Agreement.

NOW, THEREFORE, both parties, in consideration of the covenants and agreements of the respective parties herein contained, hereby agree as follows:

1. The term of this Agreement shall be on a monthly basis commencing on _____ and continuing on a monthly basis thereafter through _____.
2. **Customer** shall pay **RVA** _____ per month for air traffic control services (FY 2013 rate). Invoices will be presented to **CUSTOMER** at the end of the month for which services are rendered. **CUSTOMER** shall make payment to Contractor by U.S. Mail approximately thirty (30) days after receipt of a proper invoice by the **CUSTOMER**. Parties further agree that **CUSTOMER** shall be liable for interest at the rate of 1.5% per month for any late payment.

Payments shall be made payable to Robinson Aviation, Inc. (RVA) and shall be mailed to:

Robinson Aviation, Inc. (RVA)
ATTN: Keren McLendon
1601 Northwest Expressway, Suite 850
Oklahoma city, OK 73118

3. Invoices to **CUSTOMER** shall be delivered to:

4. Insurance Provisions Air Traffic Control Services –

Robinson Aviation, Inc. (RVA) shall maintain at their sole expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Customer prior to the start of any activities/services as described in the Agreement for Air Traffic Control Services. Any and all Insurance Coverage(s) required under the terms and conditions of the Agreement shall be maintained during the entire length of the Agreement, including any extensions or renewals thereto.

Accordingly RVA shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Oklahoma Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

3. AIR TRAFFIC CONTROL LIABILITY

Required Limits	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to **CUSTOMER**. Policies and Certificates of Insurance are to list **CUSTOMER** as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

This insurance for the additional insureds shall be as broad as the coverage provided for the Named Insured. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

If **CUSTOMER** shall so request, Robinson Aviation, Inc. (RVA) will furnish the **CUSTOMER** for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be

true and correct copies. Such certificates and notices **must** identify the "Certificate Holder" as follows:

5. Notwithstanding any other provision hereof, this Agreement may be terminated by either **RVA** or **CUSTOMER** in the event of any of following:
 - A) The **FAA** resumes responsibility for service during the hours referenced above and covered under this Agreement, this Agreement may be terminated by **CUSTOMER** concurrently upon the **FAA's** assumption of responsibility for these hours of coverage and upon thirty (30) days written notice to **RVA** by the **CUSTOMER**; or
 - B) For either **RVA's** or the **CUSTOMER's** convenience, upon thirty (30) days notice to the other party, either party determines that it no longer desires to have or provide expanded air traffic control services and/or where funding is not available.
6. **RVA** shall assure that the **Air Traffic Control Tower (ATCT)** at the Airport is open as a VFR Airport Traffic Control Tower in compliance with Federal Aviation Regulations Part 65, FAA Order 7210.3 entitled "Facility Operations and Administration", FAA Order 7110.65 entitled "Air Traffic Control" and all amendments thereto and other applicable rules and regulations, to provide safe, orderly and expeditious movement of air traffic in the vicinity of and on the movement area of the Airport.
7. **RVA** shall comply with all applicable Federal, State and County rules, regulations, laws and require its officers, agents, employees, and subcontractors to observe and obey the same.
8. Unless with the prior written consent of **CUSTOMER**, which consent shall not be unreasonably withheld, **RVA** shall not have the right to assign or subcontract any of **RVA's** rights or obligations under this Agreement.
9. All notices, consents, demands, approvals and requests (hereinafter "Notices") which are required or permitted to be given by either party to the other pursuant to any provision of this agreement shall be in writing. All such notices shall be sent by United States Certified or registered mail, return receipt requested, postage prepaid or by overnight courier and shall be addressed to the recipient's notice address as follows (or to such other address as either party may designate from the time to time by written notice to other):

CUSTOMER: [Titusville-Cocoa Airport Authority](#)
[Attn: Michael Powell, CEO](#)
[355 Golden Knights Boulevard](#)
[Titusville, FL 32980](#)

RVA: Robinson Aviation, Inc. (RVA)
ATTN: Keren McLendon
1601 Northwest Expressway, Suite 850
Oklahoma City, OK 73118

Notices hereunder shall be deemed effective upon the day of delivery when delivered by overnight courier or registered or certified mail.

10. RVA hereby covenants and agrees to defend, indemnify and hold harmless the **CUSTOMER**, its officers, employees, and agents, from and against any and all losses including death), claims, damages, liabilities, deficiencies, demands, judgment, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by RVA, its directors, officers, employees, contractors and subcontractors, successor, assigns or agent of RVA or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this Agreement, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damages arising in any way from the actions or omissions of RVA, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement.

RVA's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

RVA further agrees to protect, defend, indemnify and hold harmless **CUSTOMER**, its officers, employees, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of RVA. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the **CUSTOMER**'s indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

11. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the **CUSTOMER** and RVA. Under no circumstances shall RVA, its directors, officers, employees, agents, successors, contractors and subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the **CUSTOMER**. At all times during its performance hereunder, RVA shall be considered as an independent contractor shall not become or be deemed to be an agent, servant, or employee of the **CUSTOMER**. RVA acknowledges that any and all individuals supplied hereunder to provide the services required to RVA shall be employees, contractors or subcontractors or agents of RVA. As between RVA and the **CUSTOMER**, RVA will be responsible for all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, contractors and subcontractors or agents of RVA.

12. If during the course of performing the Agreement, **CUSTOMER** and RVA agree that it is necessary to make changes to Agreement as described herein and referenced exhibits, such changes will be incorporated by written amendments to this Agreement.
13. RVA shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent RVA on all manners pertaining to this Agreement.
14. RVA represents that it has secured or will secure, at its' own expense, all personnel necessary to complete this Agreement, **including contractors and subcontractors**, none of whom shall be employees of or have any contractual relationship with **CUSTOMER**. All of the services required hereunder will be performed by RVA under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
15. Written notification shall be immediately provided to **CUSTOMER** upon change or severance of any of the authorized representative(s), listed key personnel or contractor and subcontractors performing services on this Project by RVA.
16. **Conflict of interest:** RVA agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. RVA further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Interest of Public Officials: No member, officer or employee of **CUSTOMER** during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. At any time during normal business hours and as often as **CUSTOMER** may deem necessary, RVA shall make available to **CUSTOMER** and/or representatives of the **CUSTOMER** for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **CUSTOMER** and/or representative of the **CUSTOMER** to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. RVA's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by RVA. To the extent **CUSTOMER** audits or examines such Information related to this Agreement, **CUSTOMER** shall not disclose or otherwise make available to third parties any such Information without RVA's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting **CUSTOMER** any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of RVA. RVA shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by **CUSTOMER** or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to **CUSTOMER**. RVA

agrees that the provisions of this Article shall be included in any Agreements it may make with any contractor, subcontractor, assignee or transferee.

18. No verbal agreement or conversation with any officer, agent or employee of **CUSTOMER** before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained. All changes to this Agreement shall be in writing.
19. RVA shall pay all sales, retail, occupational, service, excise, unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by RVA which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. RVA shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the **CUSTOMER** at all reasonable times for inspection and copying. RVA shall apply for any and all tax exemptions which may be applicable and shall timely request from the **CUSTOMER** such documents and information as may be necessary to obtain such tax exemptions. The **CUSTOMER** shall have no liability to RVA for payment of any tax from which it is exempt.
20. This Agreement is made and entered into in the State of ~~Oklahoma~~ Florida and this Agreement and the rights and obligation of the Parties hereto shall be governed by and construed according to the laws of the State of ~~Oklahoma~~ Florida without giving effect to the principles of conflicts of laws. Venue for any litigation stemming from the validity of this agreement, the construction of its terms and the interpretation of the rights and duties of the parties shall be in Brevard County, Florida.
21. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the Customer's and RVA's duly authorized representatives.
22. RVA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin. Further, RVA shall in solicitation or advertisement for employees, placed by or on behalf of RVA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation or national origin.
23. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be, a waiver of any subsequent breach of violation of the same or other provision thereof.
24. Neither the **CUSTOMER** nor RVA shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of

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public transportation, provided however, that nothing herein shall relieve or be construed to relieve RVA from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

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25. Attorneys' Fees and Costs. In any dispute arising between or among the members, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration or suit as determined by the mediator, court or arbitrator, including attorneys' fees and court costs. and the value of time lost by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.

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24. _____

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25.26. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have set their hands and seals by their duly authorized officials effective the day and year above written.

OWNER:

CONTRACTOR:

Robinson Aviation (RVA), Inc.

Keren Williams McLendon
CFO, Vice President

ATTEST:

ATTEST:

Secretary/Assistant Secretary

(Seal)

(Affix Corporate Seal)

Mr. Ananth Prasad, Secretary
Department of Transportation
State of Florida
605 Suwannee St. MS 59
Tallahassee , FL 32399

Dear Mr. Secretary:

It was nice to see you at the Ports Council Reception at the Governor's Club this evening. As always, your support of all Florida's Ports, especially Port Canaveral, and their economic development potential is greatly appreciated. You and the Governor certainly understand how transportation equals trade which equals jobs.

Also thanks for taking the time to discuss the very serious issue of the FAA's planned shutdown of 14 of Florida's airport control towers this month and next.

As the Chairman of the Titusville - Cocoa Airport Authority, I can say without fear of contradiction that the proposed closure of our tower at the Space Coast Regional Airport threatens to halt the economic progress that many of us have been working so hard on to reverse the effects of the closing of the NASA Shuttle and Constellation Programs have had on Central Florida and especially the North Brevard Community. In the last five years, with the help of FDOT, FAA, FDA, Enterprise Florida, Space Coast EDC and many others, we have spent over \$25 million dollars to improve our infrastructure and which has enabled us to bring, in either actual or planned jobs, 1500 new jobs to the Airport from 2010 to 2015.

One of these even involved a headquarters relocation from Utah, Rocket Crafters, which recently won the 2012 International Award from the London Daily Times financial publication out of over 13,000 entries.

One of our current tenants recently invested over \$5 million in upgrading their operations at the airport and now is estimated to have an annual economic impact of over \$100 million on the local community.

The problem is that all of this economic development progress requires an operational airport control tower at Space Coast Regional which the FAA is now closing on April 7, 2013.

While the Airport Authority is committed to seeing that somehow the tower at Space Coast Regional continues to be operational after the FAA pulls out, our current budget of \$2 million can't take an additional hit of \$698,000 a year to operate the tower. On Friday of this week the Authority is holding a Special meeting to approve a month to month agreement with the current tower operator which keeps the tower operational in the short term at least.

Here is a local news story which demonstrates that commitment
<http://www.floridatoday.com/apps/pbcs.dll/article?AID=2013303290014> .

We also plan on holding a Community Workshop that same afternoon to see what assistance the local community including Brevard County, the City of Titusville, Chambers of Commerce, EDC's and others can render. We'll have to see however how much that helps keep the tower operational.

Last week I saw where the Texas DOT committed to not letting the FAA close 13 of its towers and stated "Flying is an integral part of commerce in Texas." Well, you and I know that flying and operational towers are a very integral of commerce and economic development in Florida too.

Mr. Secretary, while we enjoy great support from our local community including our local governments, EDC's and Chambers of Commerce, they too have their budgetary limitations and also actively support our request that any assistance that the Florida DOT can provide until our Congressional Delegation can get the FAA to restore funding will be most appreciated. I can provide letters of support from each if that would assist these efforts in any way.

Below is an email from our CEO to our Board providing additional technical detail as to why the tower at Space Coast Regional Airport should remain open and was sent to the FAA as part of our request for waiver from closure which they subsequently denied.

I hope this helps you in your efforts to assist those 14 Florida airports whose towers are being closed by the FAA starting this Sunday.

If I can provide you with any additional information, please do not hesitate to contact me.

As always, your interest and assistance is very appreciated.

Respectfully,

Jerry Sansom, Chairman
Titusville Cocoa Airport Authority



March 29, 2013

Airport Authority plans to foot bill for Titusville control tower

Scott Gunnerson
FLORIDA TODAY

The air traffic control tower at Space Coast Regional Airport will remain in operation after the FAA pulls out next month, according to the Titusville-Cocoa Airport Authority.

"We plan to fund the tower and keep it open, that's the bottom line," said Jerry Sansom, the chairman of the Titusville-Cocoa Airport Authority.

The Titusville airport is among 149 federal-contract towers that the Department of Transportation will stop funding based on the FAA's sequestration plan to cut \$627 million from its budget by Sept. 30.

The airport authority is in negotiations with Robinson Aviation Inc. for air-traffic control support after the FAA suspends funding for the Titusville tower April 7.

Robinson, which employs more than 500 air traffic controllers, currently operates 96 air-traffic control towers under the FAA Contract Tower Program, including Space Coast Regional Airport and Melbourne International Airport.

"Hiring the same people should eliminate any break in coverage," Sansom said.

The Titusville-Cocoa Airport Authority is reviewing a month-to-month contract with Robinson. The airport board will meet April 5 to consider the contract.

"We'll do this month-to-month until we get this resolved with the FAA," Sansom said.

The authority estimates it would cost \$300,000 for the rest of the budget year ending Sept. 30 to keep the air traffic control tower open, and \$600,000 on a yearly basis.

"We are exploring several options for meeting this extra funding burden that is clearly not in our budget," Sansom said.

The manned air traffic control tower is a major safety concern for Bristow Academy, a helicopter flight-training school that includes live air-traffic control as an essential part of its curriculum. The tower is required for European certification, which is an international standard.

"We have nearly 60 helicopters at the airfield, and if we were to try to operate the helicopters with the diverse air traffic at Space Coast Regional Airport without an air traffic control tower, we would seriously increase the risk of aircraft getting too close to one another," said Nick Mayhew, general manager of Bristow Academy at Space Coast Regional Airport in Titusville.

The airport authority also considers a staffed tower an economic asset that helps attract companies. Last summer, Rocket Crafters announced it would build a \$72 million, 400,000-square-foot facility at Space Coast Regional for suborbital craft development.

“We intend for Space Coast Regional to be an economic engine for North Brevard, and that includes an operational tower,” Sansom said. “The last thing we want is to let this have an adverse economic impact on the region.”

Additional Facts

FAA pulls out of 14 in Florida

In addition to Space Coast Regional, there are 13 other Florida airports on the FAA's tower closure list, including New Smyrna Beach Municipal, Lakeland Linder Regional and St. Petersburg Albert Whitted.



April 3, 2013

Michael D. Powell, CEO
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd .
Titusville, FL 32780

Re: Cost sharing in FAA Spaceport Designation

Dear Mike,

Space Florida has been reviewing your request to consider providing assistance to the Authority in its pursuit of an FAA spaceport site operator's license. Part of the challenge we face is to align that assistance within our statewide responsibility to the Spaceport Systems Plan, which has been in development for the last two years. Our challenge is further exacerbated by the unusually tight budget situation we face during this fiscal year.

I want to ensure that you and the Authority are fully informed as to our commitment, to minimize confusion and risk in your planning requirements. Space Florida agrees to assist your effort to fund the study work necessary to pursue a Spaceport license, and we will provide funding support to a level constituting approximately 50% of the cost of the license (up to \$275,000), with the Authority assuming responsibility for the other half. As our funds will be tight again next year, we have, on your behalf, approached the Economic Development Commission of Florida's Space Coast (EDC) to support a part of our contribution to your effort, if they are able.

In the interest of assuring you are best able to allocate resources appropriately, I wanted to keep you apprised of how we anticipate this process occurring at Space Florida. As you know, Space Florida currently has a number of previous commitments with ongoing projects, and also due to the fact we are paid by the Department of Economic Opportunity quarterly in arrears, we may be constrained to providing financial assistance at the conclusion of the first quarter of the new fiscal year. While this is not ideal as an operations and business recruitment entity, it is very much how Florida statutes have structured our compensation for multiple years. Within our cash flow constraints, we will do our best to support your planned study schedule.

Again, Space Florida looks forward to working with you in this endeavor.

Should you have any questions please feel free to contact myself, or Dale Ketcham.

Best Regards,

Frank A. DiBello
President & CEO

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SPACE FLORIDA

505 Odyssey Way • Suite 300 • Exploration Park • FL 32953
www.SpaceFlorida.gov • f: 321.730.5307 • p: 321.730.5301