

Regular Meeting Agenda

March 27, 2023

Call to Order – 4:00pm

- Call to Order
- Pledge of Allegiance
- Meeting Minutes (020623 / 021023 / 021323 / 022723 / 022823)
- Financial Report (Sept 2022 – Feb 2023)
- Agenda Approval
- Staff Report
- Business Partner Updates
- Board Committee Updates
- Old Business Items
 - Air Service Development Update
 - Executive Director Position
 - Capital Projects Update
- New Business
 - General Counsel Service Agreement Addendum
- Public Comment – General
- Member Comments and Reports
- Adjournment



Northeast Florida Regional Airport
Fly Smart!

Meeting Details

Staff Reports – Items of Interest & Update of Projects

Other Topics of Interest –



Meeting Details

BUSINESS PARTNER UPDATES –

Mr. Henry Dean, St. Johns County Commissioner

Mr. Vinny Beyers, Atlantic Aviation

Mr. Jose Riera / Mr. Jaime Topp, SAAPA Liaison

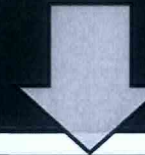
Mr. Nate McKendrick, NGC

Mr. Courtney Pittman, ATC

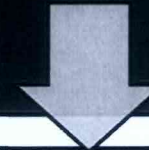
Meeting Details

BOARD COMMITTEE UPDATES –

Jennifer Liotta – Policy Committee



Dennis Clarke – Audit Committee
Master Plan Committee



Reba Ludlow – Safety Risk Management
Committee



Meeting Details

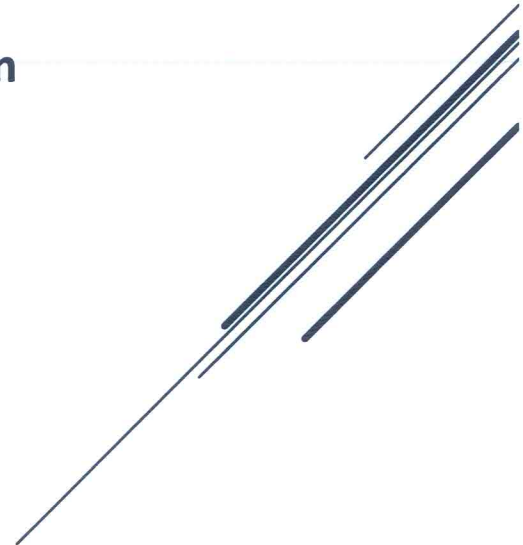
OLD BUSINESS ITEM

Air Service Development – Contract Development Update

Mr. Chad Roberts & Mr. Dennis Clarke

Mr. Michael Lum – Volaire Air Service Consulting Firm

Board Discussion
Public Comment
Motion



Meeting Details

OLD BUSINESS ITEM

Executive Director Update – Jennifer Liotta

Kevin Harvey – Michelle Chapman

Board Discussion
Public Comment
Motion



OLD BUSINESS ITEMS

- Capital Projects Update Presented by Passero
 - T-hangar Design
 - Terminal Access Road
 - Eastside Development



NEW BUSINESS ITEM – General Counsel Service Agreement

Addendum to General Counsel Service Agreement

- **Current Base Compensation - \$6,000/monthly**
- **Proposed New Base Compensation - \$8,500/monthly**

Increased Due To:

- **Expanded Number of Airport Authority Meetings**
- **Volume of Legal Work and Increased Level of Engagement**

Board Discussion
Public Comment
Motion

Public Comments

General

- Three (3) Minutes per Speaker
- Address Matters that Reasonably May Need Attention of the Authority

RULES OF DECORUM

- May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior
- Please Address the Authority as a Whole, Not Any Individual Member or Staff
- Please Refrain From Making any Demand for an Immediate Response From the Authority

Authority Members

Comments and Reports

Ms. Michelle Cash-Chapman

- Aerospace Academy

Mr. Dennis Clarke

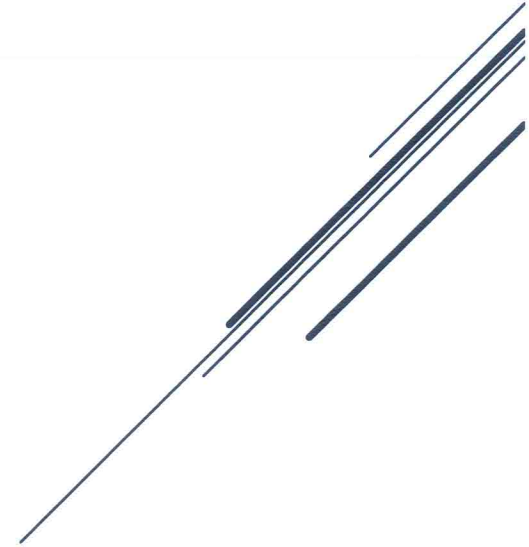
Ms. Jennifer Liotta

Ms. Reba Ludlow

- TPO

Mr. Robert Olson

- EDC



PROPOSED MEETING DATES

Regular Meetings – 2nd & 4th Monday

- April 10th
- April 24th
- May 8th
- May 22nd

**All Meetings Begin at 4pm Except as Otherwise Noted*

ADJOURNMENT



DRAFT

St. Johns County Airport Authority

**PART 121 SCHEDULED SERVICE
AVELO AIRLINES, INC.**

AIRPORT CHARGES AND OPERATING AGREEMENT

Version: March 18, 2023 v21

Table of Contents

<u>Article</u>	<u>Title</u>
I.	Definitions
II.	Covenants
III.	Relationship of the Parties
IV.	Use of Airport Facilities
V.	Airport Fee Structure; Payments
VI.	Reporting Requirements and Metrics
VII.	Notices
VIII.	Federal Rights and Grant Assurances; all Rights Non-Exclusive
IX.	Published Rules and Regulations; Compliance with Laws and Regulations
X.	Insurance
XI.	Indemnification and Hold Harmless; Authority's Sovereign Immunity
XII.	Term of Agreement – Termination
XIII.	General Terms and Conditions

This Airport Charges and Operating Agreement (hereinafter referred to as the “Agreement”) is entered into this 16th day of March, 2023, by and between the **St. Johns County Airport Authority**, a political subdivision of the State of Florida, whose address is 4796 US Highway 1 North, St. Augustine, Florida 32095, and **Avelo Airlines, Inc.**, a corporation organized under the laws of the State of Nevada, whose address is 12 Greenway Plaza, Suite 400, Houston, TX 77046 (hereinafter referred to as “Avelo”).

I. Definitions

For the purposes of this Agreement and any future Amendments to this Agreement:

A. “Airline” means Avelo Airlines, Inc., a corporation organized under the laws of the State of Nevada, whose Federal Employer Identification number is 91-1387913, and whose Florida Secretary of State Document Number is F05000006859, and whose address is 12 Greenway Plaza, Suite 400, Houston, Texas, 77046.

B. “Airport” means the Northeast Florida Regional Airport, including, but not limited to, its real property, its personal property both tangible and intangible, all of its fixtures and improvements, its procedures and practices, its Rules and Regulations, its aeronautical navigation and operating procedures, and its related aeronautical systems.

C. “Authority” means the St. Johns County Airport Authority, a political subdivision of the State of Florida, whose address is 4796 US Highway 1 North, St. Augustine, Florida 32095.

D. “Parties” means the Airline and the Authority, collectively.

E. “Passenger Terminal” means the Authority’s dedicated passenger terminal facility established for use by carriers providing scheduled air service to the public at the Airport.

II. Covenants

A. The Authority is the owner and operator of the Airport and is the sole entity with capacity to enter into this Agreement for use of the Airport.

B. The Airline desires to use the Airport and certain of its common use facilities on a non-exclusive basis for the conduct of scheduled air carrier services conducted under Part 121 of Title 14 of the Code of Federal Regulations (*hereinafter*, “Part 121”), including, but not limited to, the landing and taking-off of aircraft owned, leased, or otherwise operated by or on behalf of Airline, the sale of common carriage for such aircraft flights, the loading and unloading of passengers and their luggage, and other operations associated with a common carriage airline operating under Part 121.

C. The Airline holds Part 121 operating authority and is authorized to conduct Part 121 operations in accordance with the requirements of the United States Department of Transportation (“DOT”), the Federal Aviation Administration (“FAA”), and the Transportation Security Administration (“TSA”).

D. The Airline is registered with the Florida Secretary of State, is in good standing with the Florida Secretary of State, and is authorized to conduct business in the State of Florida.

III. Relationship of the Parties

This Agreement, and any rights, obligations, or privileges established by the Agreement or any of its terms, shall not create any joint venture, partnership, or agency between the parties to the Agreement.

IV. Use of Airport Facilities

A. *Airfield Areas.* During Part 121 operations, Airline will have the right, in common use with others, to use certain facilities on the airfield portion of the Airport, including the runways and taxiways available and suitable for commercial aircraft operated by Airline, and the ground movement of aircraft between the Passenger Terminal and runways (the “Airfield Areas”).

B. *Passenger Terminal.* During Part 121 operations, Airline also shall have the right, in common use with others, to use the Passenger Terminal, subject to the terms and conditions set forth herein. Part 121 operations involving passenger enplanement, passenger deplanement, and baggage handling will be conducted exclusively through the Passenger Terminal. Coordination of the fair and equitable common use of the Passenger Terminal, including the location, method, and arrangement of common area facilities in connection with the processing of all commercial passengers utilizing air transportation services, will be governed exclusively by the Authority. Non-exclusive common uses include, but will not be limited to:

1. arrival and departure time slots, established in consultation with the Airline;
2. boarding ramps, stairs, baggage loading, and other ground support equipment;
3. passenger walkways;
4. public lobbies;
5. public waiting rooms;
6. public restrooms;
7. public roads and parking lots;
8. passenger holding rooms; and
9. baggage handling areas.

The parties acknowledge and agree that, from time to time during the term of this Agreement, it may become necessary to reassign, reallocate, or relocate part or all of the utilized Passenger Terminal areas. If the Authority makes decisions regarding such reassignment, reallocation or relocation, Airline will not be required to:

1. incur any unreasonable direct expense to relocate its operation to another area;
2. accept any alternate area not of reasonably similar dimensions and in condition similar to its current location;
3. accept any alternative areas which are less prominent or convenient to the public than the facilities specified in this Agreement; or pay at its new location any rates, fees or other costs in excess of that amount it would have been required to pay under the terms of this Agreement.

C. *Aircraft Parking.* During Part 121 operations, Airline also shall have the right, in common with other users, to use the apron area in the vicinity of the Passenger Terminal for parking of aircraft owned, leased, or otherwise operated by or on behalf of Airline. The Authority will provide Airline with access to aircraft parking areas during Part 121 operations, capable of accommodating up to and including Boeing 737 aircraft, in reasonable proximity to the Passenger Terminal that will enable passengers to walk to and from its aircraft such that the need for aircraft towing or passenger bussing is mitigated. The Authority will provide access to one (1) each: ground-to-aircraft boarding ramp (ADA Compliant) and a set of manual passenger stairs, at no additional cost, to facilitate the boarding process.

D. *Ground Handling and Terminal Services.* This Agreement does not address the provision of ground handling or terminal services that may include, but are not limited to: marshalling on the ramp; loading or unloading of cargo and luggage; operation and maintenance of ground services equipment; the replenishment or removal of any fuels, consumables, liquids, hazardous wastes, or lubricants for aircraft or equipment; any passenger services in the terminal prior to, during, or after aircraft operations, including unaccompanied minors; catering; aircraft cleaning, dispatching; etc.

For any ground handling or terminal services, Airline may utilize a qualified third-party service provider for such services approved by Authority – where such approval by the Authority will not be unreasonably withheld – and providing such third-party registers with the Authority as an independent contractor providing on-airport services as contemplated by Subpart K of the Authority’s published Minimum Operating Standards applicable to independent contractors. The Authority’s published Minimum Operating Standards for independent contractors are found here: [Northeast Florida Regional Airport Minimum Commercial Aviation Operating Standards \(flynf.com\)](http://flynf.com)

Alternatively, for any ground handling or terminal services, Airline may, by separate agreement with the Authority, source some or all of its ground handling or terminal services from the Authority, provided however that the Authority is under no obligation to offer or provide such services unless specifically agreed to by separate agreement. Should there arise any conflict between the terms or conditions of this Agreement, and the terms or conditions of a separate agreement with the Authority, the terms and conditions of this Agreement shall control.

E. *Maintenance and Upkeep.* The Authority will, throughout the term of this Agreement, assume the responsibility, cost and expense for all repair and maintenance of the Airfield Areas, Passenger Terminal, and Terminal Areas. Such repairs and maintenance and any necessary structural and roof repairs will be the responsibility of the Authority unless caused by an act of negligence or omission of Airline, its employees or agents (excluding passengers of Airline), in which case such repairs and maintenance will be the responsibility of Airline. Among those operations, repairs, and maintenance that will be the responsibility of the Authority will be, but are not limited to, any damage caused by fire, explosion, natural or weather-related events, the public enemy, or other act of God beyond the control of either the Authority or Airline.

V. Airport Fee Structure; Payments

Airline will be subject to certain fee charges payable to the Authority, in accordance with the following schedule for the term of this Agreement:

<u>Charge</u>	<u>Agreed Rate</u>
A. Landing Fee	Waived
B. Terminal Use Fee	Waived
C. Ramp Fee	Waived
D. Fuel Flowage Fee	Waived
E. Permit Fee – Independent Contractor	Waived

Should Airline base more than two aircraft at the airport in support of its Part 121 operations, the waiver of Ramp Fees applies only to the first two such aircraft. Basing an aircraft at the airport means the routine overnight parking of aircraft between the time of a scheduled arrival and a time of a scheduled departure on a different calendar day. Authority does not provide dedicated aircraft-specific security for aircraft parked overnight.

Airline and Authority may establish a procedure for the orderly presentment of invoices and methods of payment for any fees or charges that may become payable, provided however that any such payments will be paid in United States currency, and without set off. Payments for any

fees and charges will be due within thirty (30) days after the date of presentment of the invoice with interest accruing thereafter at the rate of one and one-half (1.5%) per month.

VI. Reporting Requirements and Metrics

Airline agrees to furnish to the Authority, on or before the tenth day of each month, an accurate verified report of Airline's operations at the Airport during the preceding month, separately setting forth, on forms prescribed by the Authority: (1) Airline's total number of aircraft arrivals, by type of aircraft, series and service location (to include maximum gross certificated landing weight) of each type of aircraft, (2) the total number of enplaned and the number of deplaned domestic and international passengers by route segment, and (3) the total pounds of mail, freight and other cargo for the preceding month. Airline agrees to provide additional operational metrics as the Authority may reasonably request.

VII. Notices

A. Notices to the Authority provided for herein shall be sufficient if hand delivered or sent by certified, first class mail, postage pre-paid to:

Executive Director
St. Johns County Airport Authority
4796 US Highway 1 North
St. Augustine, Florida 32095

B. Notices to the Airline provided for herein shall be sufficient if hand delivered or sent by certified, first class mail, postage pre-paid to:

Avelo Airlines, Inc.
Attn: Airport Relations
12 Greenway Plaza, Suite 400
Houston, TX 77046

or by electronic mail message to: NOTICES@AVELOAIR.COM

VIII. Federal Rights and Grant Assurances; all Rights Non-Exclusive

A. Notwithstanding any part of the Agreement that may appear to the contrary, the rights and privileges granted under this Agreement are non-exclusive and the Authority reserves the right to grant similar privileges to others engaged in aeronautical services at the Airport, either now or in the future.

B. Airline, for itself, its representatives, successors in interest and assigns, as a part of the consideration for this Agreement, does hereby covenant and agree as a condition of this Agreement that: (1) no person will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of airport facilities as envisioned in this Agreement on the grounds of race, color or national origin, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin, and (3) Airline will use the Airport premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (“CFR”), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants by Airline, its representatives, successors in interest or assigns, the Authority will have the right to terminate this Agreement, to reenter and repossess any Airfield Areas or Terminal Areas or facilities thereon that may be subject to this Agreement, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

C. It is understood by Airline that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services upon its own aircraft with its own regular employees (including, but not limited to, routine maintenance and minor repairs) that it may choose to perform.

D. It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right to Airline for the operation of commercial aircraft at the Airport, or the provision of any exclusive aeronautical or non-aeronautical services at the Airport.

E. Airline agrees that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person will, on the grounds of race, creed, color, national origin or sex, be excluded from participation in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Airline agrees and acknowledges that no person will be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this Agreement. Airline acknowledges and agrees that it will require that its covered organizations provide assurance to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization, as required by 14 CFR Part 152, Subpart E, to the same effect. Airline acknowledges and agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR, Part 152, Subpart E, as part of the affirmative action program or by any federal, state or local agency or court, including those resulting from a conciliation agreement, consent decree, court order or similar mechanism. Airline agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when it fully meets the standards set forth in 14 CFR 152.409. Airline agrees to obtain a similar assurance from its covered

organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 CFR Part 152, Subpart E.

F. The Authority reserves the right to further develop or improve the Airport and its facilities as it sees fit, regardless of the desires or view of Airline, and without interference or hindrance.

G. Unless specifically addressed in this Agreement, Authority reserves the right, but will not be obligated to Airline, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Airline in this regard.

H. During a time of war or national emergency, the Authority will have the right to lease the Airfield Areas and the Terminal Areas or any part thereof to the United States government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government will be suspended.

I. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Airline from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Authority, would limit the usefulness of the Airport or constitutes a hazard to aircraft.

J. Subordinate to Federal Agreements and Federal Law: This Agreement, and all of its terms, will be subordinate to the provisions of any existing or future agreement between the Authority and the United States, 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. Further, this Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may in the future be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity (including Grant Assurances). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

K. This Agreement may be, or may become, subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and the parties to this Agreement will bear their own expenses relative to this Agreement, up to the date of disapproval.

L. In the event that the FAA, or its successors, requires modifications of changes in this Agreement as a condition precedent to the granting of funds for the improvement of the

Airport, Airline agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Airline be required, pursuant to this paragraph, to agree to an increase in any charges otherwise provided for hereunder.

IX. Published Rules and Regulations; Compliance with Laws and Regulations

To the extent not specifically modified by the terms of this Agreement, Airline agrees to comply with the published Rules and Regulations applicable to all users of the Airport. The Rules and Regulations, as may be modified from time to time by the Authority, are published on the Authority's website.

The Airline will comply with: (1) the provisions of the Authority's TSA-approved airport security plan for the Airport as may be established from time to time; (2) applicable regulations of the TSA, as may be established from time to time; and (3) security measures required of Airline or Authority by the FAA or TSA. Airline will comply with all other applicable Federal, State, and local laws and regulations.

X. Insurance

A. Airline shall carry commercial general/airport and aircraft liability insurance with responsible insurance underwriters reasonably acceptable to Authority, insuring Airline (with endorsements naming as additional named insureds the Authority, its board members, directors, agents, officers and employees) against all liability for personal or bodily injuries (including wrongful death) and damages to, destruction or diminution of, or loss of use of any property, caused by or arising from Airline's use, occupancy, or operations at the Airport, including the use or occupancy of any Airline passenger, guest, or invitee of Airline. The policy limits thereof shall be no less than a single limit of One Hundred Fifty Million Dollars (\$150,000,000), per occurrence for bodily injury, wrongful death, or property loss including passenger liability and property loss, and twenty-five million (\$25,000,000) per offense and aggregate for personal and advertising injury.

B. Should Airline or its agents or sub-contractors operate vehicles on or about the Airport premises, Airline shall maintain vehicular liability insurance insuring Airline (with endorsements naming as additional named insureds the Authority, its board members, directors, agents, officers and employees) against all liability for bodily injuries (including wrongful death) and damages to, destruction or diminution of, or loss of use of property, caused by or arising from Airline's vehicular activities. The policy limits thereof shall be a single limit of no less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence, for bodily injury and property damage.

C. With respect to aircraft liability, the limit applies separately for each aircraft. Airline's insurance shall be primary to any co-extensive coverage held by Authority. Airline shall

furnish Authority with certificates issued by the insurance underwriters or brokers evidencing the existence of valid policies of insurance as aforesaid. Such certificates shall state that the coverage will not be amended so as to decrease the protection below the limits specified therein or be subject to cancellation without thirty days written notice to Authority.

XI. Indemnification and Hold Harmless; Authority's Sovereign Immunity

A. Authority is a political subdivision of the State of Florida, and possesses all rights, privileges, and immunities incident to its sovereign status as may be established by the Eleventh Amendment of the United States Constitution, the Florida Constitution, the Laws of Florida, and the Rules and Regulations of the Agencies of the State of Florida. No provision of this Agreement shall operate to waive, diminish, or forebear, in whole or in part, the Authority's rights, privileges, or sovereign immunities.

B. To the greatest extent permitted by law, Airline agrees fully to indemnify, defend, save, and hold harmless Authority (including its board members, directors, officers, agents, and employees,) from and against all claims and actions (and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees) based on or arising out of either: 1) personal or bodily injuries or death to any person; or 2) damage to, destruction or diminution of, or loss of use of, any type of property or property interest; or 3) monetary losses, or 4) injunctive or declaratory relief, where any such claims or actions are caused by, result from, or arise out of the Airline's use, occupancy, or operations at the Airport, or this Agreement with the Authority, including the use or occupancy of any of any Airline passenger, guest, or invitee of Airline. Provided however, that Airline shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused solely by the fault or negligence of Authority, its agents, or employees; and provided further that Authority shall give Airline prompt and reasonable notice of any such claims or actions. In the case of any action or proceeding brought against Authority by reason of any such claim, the Airline, upon notice from Authority, shall defend the same at Airline's expense with counsel acceptable to Authority. The requirements of this Section shall survive termination of this Agreement, and its terms shall be interpreted broadly and expansively to afford the greatest degree of protections and rights to the Authority.

C. To the greatest extent permitted by law, Airline agrees fully to indemnify, defend, save, and hold harmless Authority (including its board members, directors, officers, agents, and employees,) from and against all claims and actions (and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees) based on or arising out of either: 1) any breach or default in the performance of any obligations on Airline's part to be performed under the terms of this Agreement or any other agreement with the Authority; or 2) arising from any negligence of Airline; or 3) any such claim or any action or proceeding brought thereon. In the case of any action or proceeding brought against Authority by reason of any such claim, the Airline, upon notice from Authority, shall defend the same at Airline's expense with counsel acceptable to Authority. The requirements of this Section shall survive

termination of this Agreement, and its terms shall be interpreted broadly and expansively to afford the greatest degree of protections and rights to the Authority.

D. No board member, director, officer, agent, or employee of either Party shall be sued personally or held contractually liable by or to the other Party under any term or provision of this Agreement, or because of any breach hereof, or because of its or their execution or attempted execution.

XII. Term of Agreement – Termination

A. The term of this agreement shall commence upon execution by both parties, and shall continue on a calendar month to calendar month basis until terminated by either Party upon 30 days written notice to the other Party.

B. Written notice of termination may be made by either Party with or without cause.

XIII. General Terms and Conditions

A. Severability: In the event that any provision of this Agreement is deemed void, voidable, illegal, or unenforceable, the parties will use reasonable efforts to amend it so as most closely to achieve the intention of the parties or, if the parties so agree, that provision will be deleted from the Agreement. The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

B. Assignment: Neither Party may assign any of its rights, privileges, or obligations under this Agreement without the prior written consent of the other Party.

C. Entire Agreement: This Agreement constitutes the entire agreement between both parties with regard to its subject matter and supersedes any prior agreements, representations or undertakings of any nature whatsoever and may only be varied by agreement by each of the parties.

D. Rights and Remedies: Each Party's rights and remedies under this Agreement are cumulative and not alternative and are not exclusive of each other or any provided by law.

E. Waiver and Forbearance: The rights of either Party will not be prejudiced or restricted by any indulgence or forbearance extended by either Party under this Agreement or by any delay in exercising or failure to exercise any right hereunder, and no waiver by either Party of any breach of this Agreement will operate as a waiver of any other or further breach.

F. Law, Jurisdiction, and Jurisdiction: This Agreement will be interpreted, governed and construed in accordance with the laws of the State of Florida. Venue for any action brought on

the Agreement shall exclusively be in St. Johns County, Florida if brought in the Courts of the State of Florida, or the Jacksonville Division of the United States District Courts for the Middle District of Florida if brought in the Courts of the United States of America. The Authority does not implicitly consent to be sued in the Courts of the United States of America by a Party unless it initiates a claim against the Party in the Courts of the United States of America. The parties to the Agreement waive trial by jury. The requirements of this Section shall survive termination of this Agreement.

G. 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 Agreement. If for any reason there is a conflict between content and headings, the content will control.

End of Terms

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

Airline:

Avelo Airlines, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Authority:

St. Johns County Airport Authority

By: _____

Name: _____

Title: _____

Date: _____

Witness:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Taxiway B Rehabilitation Complete

\$1.8M construction project completed on time and under budget

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side Development (Preliminary)

Work Completed
Work Underway



T-Hangars

T-Hangar Site Plan (6)

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

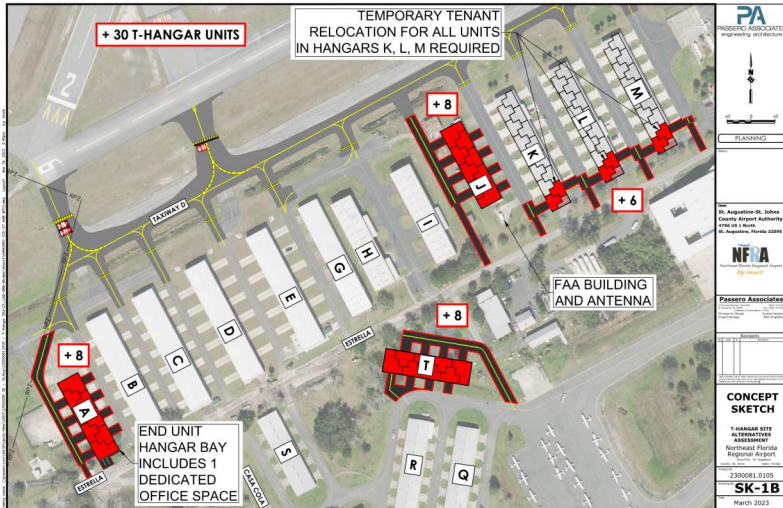
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



Proposed T-Hangars

State of Florida DOT Grant Funding Available For Development

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway

■ Hangar Funding

- FY 2023 (July 2022 - \$50k grant at 50/50 split) = Underway
- FY 2024 (July - September 2023 - \$2.27M grant at 50/50 split)
- FDOT Cost (50%) \$1.16M
- **Authority Cost (50% grant match) \$1.16M**
- Cost at \$175k / Hangar Unit allows for 12-13 units to be built with 50/50 match.
- A&J Row = 16 units (\$2.8M)
- 30 units = \$5.25M

■ Next Hangar Funding - South GA Area

- FY 2026 (July 2025 - \$2M grant at 50/50 split)
- **Authority Cost (50% grant match) \$1M**

■ Scheduling option: two projects or one?

T-Hangars

Existing T-Hangar's B, C, D, & E

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



T-Hangars

Hangar Bid Options, Recommendations, / Authority Direction

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway

■ Recent B-C-D-E

- 48' width x 35' deep x 14' tall door
- Prior 42' width x 30' deep x 12' tall door
- 6' savings (width) = saves \$'s or builds more hangar(s)
- Potential = 1 more unit/row

■ Size of T-Hangar?

- Number of hangars in base bid? (Recommend A&J Row)
- Number of hangars in bid additive? (Board Input)
- Door selection (hydraulic, electric, or sliding)?
- **Authority Direction On How To Proceed**

Terminal Entrance Road

Authority Interest & Direction

Airport
Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

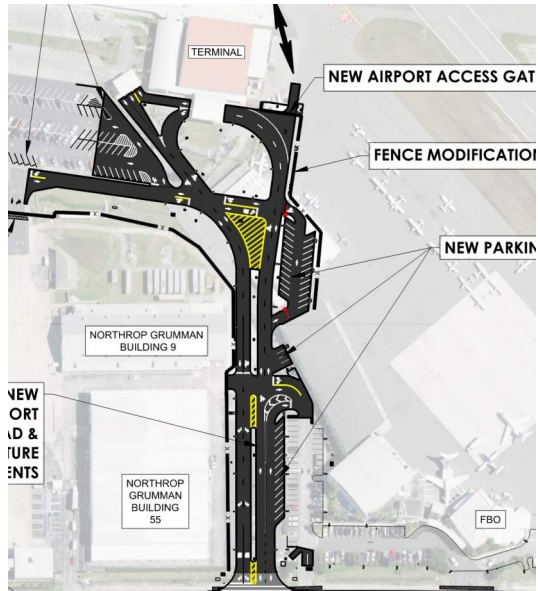
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



Terminal Entrance Road

Project Status Update and FDOT Funding

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed

Work Underway

- Bids Received in September 2023
- Grant Expiring 12/29/2023, a decision to be made if action is going to be taken without rebidding the project or extending FDOT grant.
- No recommendation of award while pursuing additional funding (none provided).
- Remaining FDOT grant fund is \$2M at 50/50 grant share. Dedicated "roadway" funds only.
- Options
 - Do nothing (at this time)
 - Install below ground utilities
 - Small access / parking at terminal
 - South GA Access Road \$ (request to FDOT)

Terminal Entrance Road

Authority Interest & Direction

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



Build parking lot?



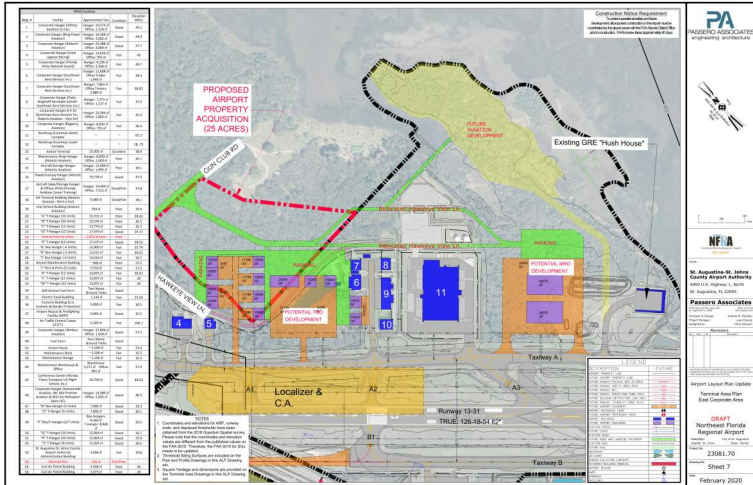
Convert
overhead
power lines to
underground?

East Side Development

ALP "Concepts"

Airport Development

East Side Development (Preliminary)



East Side Development

Work Completed

Airport
Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

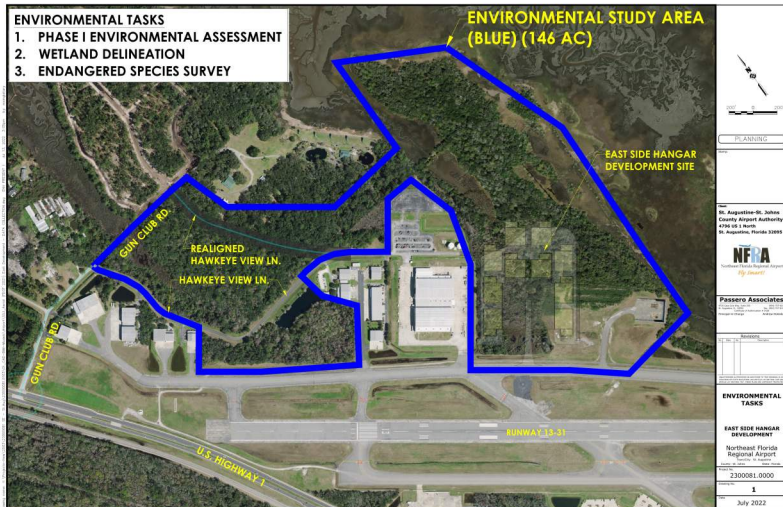
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



East Side Development

Work Completed

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

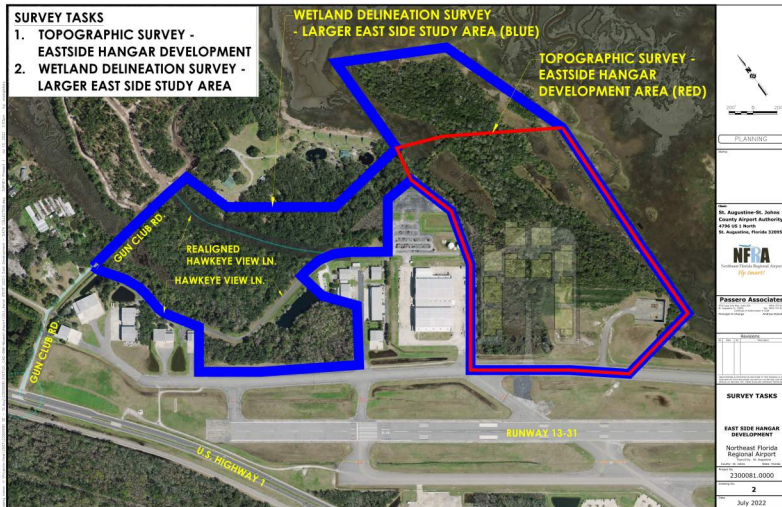
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



East Side Development

Work Completed

Airport
Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

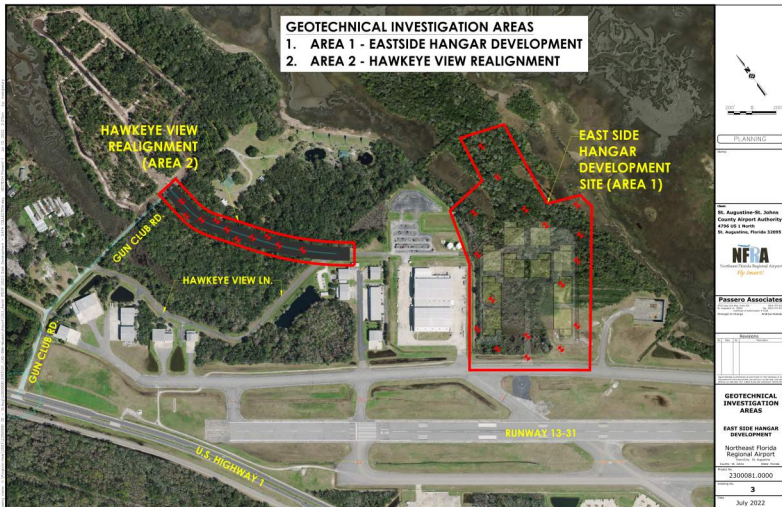
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



East Side Development

Work Underway - Site Plan South

Airport
Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

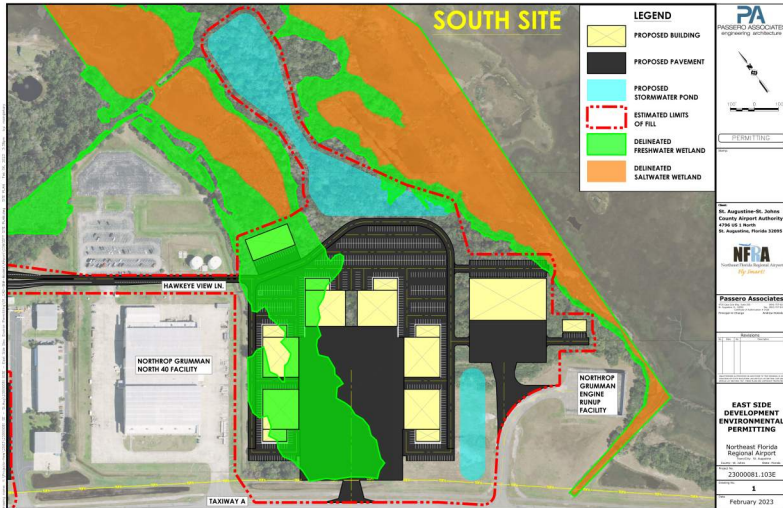
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



East Side Development

Work Underway - Site Plan North

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

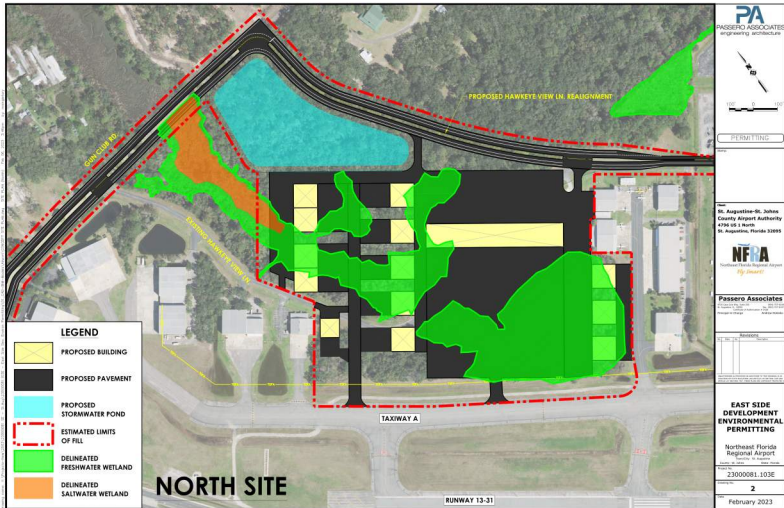
Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway



East Side Development

Work Underway

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway

- Cultural Resource Permitting – Fieldwork completed. Some Native American and Spanish American artifacts found but not sure yet if it will trigger the need for a Phase 2 investigation. Awaiting report.
- Wetland Permitting – Updated Concept Plans created for use with wetland permitting. Permit Application recently submitted. Likely 1 to 3 months more for response & coordination with agencies. After that any further wetland permitting will then be on hold until final design of Authority selected development is underway.

East Side Development

East Side Land Acquisition

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

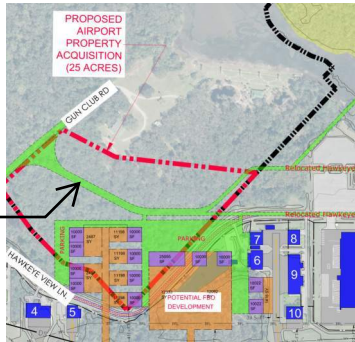
Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed

Work Underway

Realigned
Hawkeye
View Lane



- FDOT funds available for land acquisition in August - September of 2023, in the amount of \$2,812,500.00 at 80/20 grant split
 - FDOT land acquisition cost \$2,250,000.00
 - **Airport Authority cost \$562,500.00**
 - Appraisal needed.

East Side Development

Funding and any decision needed

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side Development (Preliminary)

Work Completed

Work Underway

- Hawkeye View Lane, design and construction cost
 - FY 2026 (August 2025 - \$2.5M grant at 80/20 split)
 - **Airport Authority Cost (20% grant match) \$500k**
- FY 2027 (August 2026 - \$2.5M grant at 80/20 split)
- **Airport Authority Cost (20% grant match) \$500k**

Development Schedule 2023-2024

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed
Work Underway

- T-Hangars will be bid and awarded late 2023, under construction in 2024.
- Southern parcel could develop when upgraded water-main is funded. Access is currently provided by existing Hawkeye View Lane.
- Northern access parcel still cannot develop until land is purchased and Hawkeye View Lane is realigned. Land purchase is the immediate first step, followed by the roadway development.
- Utilities are currently un-funded by grants and other sources.
- Current permitting effort supports all tasks above.

Input to Capital Improvement Update

Airport Development

Andrew Holesko,
Matt Singletary

Taxiway B
Rehabilitation

T-Hangars

Site Location
Options

FDOT Funding

Hangar Bid Options
/ Recommendations
/ Direction

Terminal
Entrance Road

Project Status
Update, Scheduling,
& Funding

East Side
Development
(Preliminary)

Work Completed

Work Underway

- Additional input on 3 projects
 - T-Hangars
 - Access Road Improvements
 - East Side Development
- General Input
 - Content of presentation?
 - Frequency of project updates?
 - Other input?

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This Addendum To Professional Services Agreement (the “**Agreement**”) is made and entered into on March 27, 2023 by and between Douglas Law Firm (“**DLF**”), and the St. Johns County Airport Authority (“**Airport Authority**”). DLF and the Airport Authority shall hereinafter collectively be referred to as the “parties” and generically as a “party.”

1. This Agreement amends and modifies that certain Professional Services Agreement (“**Services Agreement**”) dated February 21, 2023 made and entered into by the parties hereto as follows:
2. The Parties agree to amend the base compensation for legal services to \$8,500 per month to the DLF based on the increase in the required level of engagement, volume of legal work and expanded number of meetings on behalf of the Airport Authority.
3. Required legal services outside of Board and Commission meetings to include: legal drafting, court appearances, litigation, reviewing documents, policies & procedures, advising staff on legal matters and other legal services will be covered under the hourly rate.
4. All other provisions of the Services Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

**St. Johns County Airport
Authority**

By: _____
Kevin C. Harvey,
Interim Executive Director

Douglas Law Firm

By: _____
Charles T. Douglas, Jr.
Managing Partner