

SeaPort Airlines  
Juneau, AK  
July 17, 2015  
ANC15FA049

**NATIONAL TRANSPORTATION SAFETY BOARD  
WASHINGTON, D.C.**

ATTACHMENT 9

General Operations Manual Section A.1

3 Pages

# SeaPort Airlines, Inc.

This section contains the name of each management person required under FAR 119.69(a) who is authorized to act for SeaPort Airlines, Inc., the person's assigned area of responsibility, the person's duties, responsibilities, and authority, and the name and title of each person authorized to exercise operational control under FAR 135.77.

## A.1 Operational Control (ref. 135.23(a), 135.77)

- Methods and procedures for initiating, diverting, and terminating flights (ref: GOM Sections A & L)
- Persons or duty positions authorized to, and responsible for, exercise of operational control (ref: GOM Sections A.2)
- Facilities and location of facilities used by the operator in the exercise of operational control (ref: GOM Preface Page i)
- Communication systems and procedures used by the operator (ref: GOM Section L.1.2-L.5)
- Special coordination methods and/or procedures used by the operator to assure the aircraft is airworthy (ref: GOM Sections E & F)
- Emergency notification procedures (ref: GOM Section D)

Operational Control is the exercise of authority over initiating, conducting or terminating a flight. Operational Control includes, but is not limited to the following:

1. All flights operated by SeaPort Airlines, Inc. will be initiated, conducted or terminated only by those having been given operational control authority of SeaPort Airlines, Inc. as described in our General Operations Manual.
2. SeaPort Airlines, Inc. has full control and responsibility for the operational control of our aircraft at all times. This includes actions or in-actions of direct employees and agents of SeaPort Airlines, Inc.
3. SeaPort Airlines, Inc. operational control responsibility is NOT transferable to any other person or entity.
4. SeaPort Airlines, Inc. operational control responsibility supersedes any agreement, contract, understanding or arrangement, either written or oral, expressed or implied, between any persons or entities.
5. SeaPort Airlines, Inc. does not engage in franchising or sharing SeaPort Airlines, Inc. authority for the conduct of operations under SeaPort Airlines, Inc. operation specifications, to or with any person or entity.
6. SeaPort Airlines, Inc. does not use any DBA, in any way that represents an entity that does not hold an air carrier or operator certificate and operations specifications as having such a certificate and operations specifications.
7. SeaPort Airlines, Inc. has not entered into a wet lease arrangement with anyone.
8. SeaPort Airlines, Inc. and any aircraft lessor do not agree that SeaPort Airlines, Inc. is required to use the aircraft lessor's pilot in part 135 operations.
9. No aircraft lessor is obligated to furnish pilots to SeaPort Airlines, Inc. to operate the aircraft.
10. No aircraft lessor has the power to veto who SeaPort Airlines, Inc. will use to pilot the aircraft in part 135 operations, so as to limit SeaPort Airlines, Inc. to using only the lessor's pilots.
11. SeaPort Airlines, Inc. does not transfer, surrender, abrogate, or share operational control responsibility to or with any other party.

## SeaPort Airlines, Inc.

12. SeaPort Airlines, Inc. does not engage in any arrangement with any aircraft owner, lessor, person, or entity, which allows the use of an aircraft for operations without a complete, effective and sustainable transfer of operational control to SeaPort Airlines, Inc. for all part 135 flight operations.
13. SeaPort Airlines, Inc. does not conduct operations under part 135, unless the crewmembers are direct employees or agents for SeaPort Airlines, Inc. during all aspects of part 135 operations, including pre-flight and post-flight duties.
14. SeaPort Airlines, Inc. is accountable for the actions and in-actions of all crewmembers during all part 135 operations.
15. SeaPort Airlines, Inc. flight crews are current, trained and/or tested, qualified, appropriately airman and medical certificates to conduct flights under part 135, and approved by the certificate holder. (ref. 135.63) Records showing same are maintained by SeaPort Airlines, Inc. at one of its principle business offices. These records will be made available to the FAA upon request.
16. SeaPort Airlines, Inc. flight crews are qualified to accept specific flight assignments, considering flight and rest requirements, airspace qualification and type of operation intended in the assignment.
17. Each of SeaPort Airlines, Inc. pilots are specifically listed by name and airman certificate number on a list of pilots at our principle base of operations.
18. SeaPort Airlines, Inc. does not use any aircraft in flight operations, unless the aircraft is owned by or leased by and remains, without interruption in SeaPort Airlines, Inc. legal and actual possession directly or through SeaPort Airlines, Inc. direct employees and agents.
19. For each aircraft SeaPort Airlines, Inc. operates, the aircraft lessee may operate the aircraft under part 91, under the control and responsibility of the owner, including potential liability for unsafe operation, as long as maintenance is current to SeaPort Airlines, Inc. FAA-approved maintenance program. Each aircraft will continue to be maintained under the approved maintenance program of SeaPort Airlines, Inc. no matter if operated under part 91 or 135.
20. Aircraft on SeaPort Airlines, Inc. certificate, operated under part 91 by the aircraft owner, continues to adhere to SeaPort Airlines, Inc. maintenance program at all times, or undergoes a part 135 conformity validation check by SeaPort Airlines, Inc. before subsequent part 135 flight operations. Results of the conformity validation check will be recorded in the aircraft records.
21. SeaPort Airlines, Inc. has exclusive legal and actual possession (directly or through our employees and agents) of at least one aircraft for at least one kind of operation authorized in our operation specifications, as specified in 14 CFR section 135.25.
22. SeaPort Airlines, Inc. exclusive use aircraft are not listed on any other part 119 certificate holders' operation specifications during the term of the exclusive use lease. Additionally, SeaPort Airlines, Inc. will NOT lease, sublease, loan out or otherwise authorize the use of its exclusive use aircraft to anyone.
23. SeaPort Airlines, Inc. will NOT allow any other entity to use any of our aircraft to conduct a flight for compensation or hire under part 119, 121, or 135 as if the entity were SeaPort Airlines, Inc.
24. SeaPort Airlines, Inc. will NOT operate any aircraft under part 135 under any name other than SeaPort Airlines, Inc. or a DBA unless authorization by the FAA in A001 of our operations specifications. SeaPort Airlines, Inc. will not allow the use of a fictitious name to obscure SeaPort Airlines, Inc.'s responsibility and accountability to exercise operational control over its flight operations.

## SeaPort Airlines, Inc.

25. SeaPort Airlines, Inc. will not use anyone to exercise operational control not to have responsibility for the safe operation of any part 135 flight operations unless that person is listed in this document to do so.
26. Any agreement or arrangement between the certificate holder and an aircraft owner fully explains how the certificate holder oversees and ensures that only airworthy aircraft are used in the certificate holder's part 135 operations.
27. SeaPort Airlines, Inc. operational control system includes a system of ensuring that SeaPort Airlines, Inc. has complete, effective, and sustainable operational control over each aircraft operated, and that no surrender or loss of operational control exists.
28. SeaPort Airlines, Inc. does not operate any leased aircraft in which an agreement between SeaPort Airlines, Inc., the aircraft lessee, shifts liability and accountability for safety of part 135 operations from SeaPort Airlines, Inc. to the aircraft owner or other parties.
29. Prior to any part 135 flight, or series of flights, at least one authorized management person, or management designee (a direct employee), listed in paragraph A006 (other than the pilot), must determine whether each assigned crewmember is qualified and eligible to serve as a crewmember in the aircraft and type of operation assigned.
30. Prior to any part 135 flight, at least one management person, or management designee (a direct employee), listed in paragraph A006 (other than the pilot), must determine whether the aircraft assigned is listed in operations specifications paragraph D085.
31. Prior to any part 135 flight, at least one management person, or management designee (other than the pilot), (a direct employee) listed in paragraph A006 must determine the assigned aircraft is airworthy under SeaPort Airlines, Inc. approved aircraft inspection program.
32. Prior to any 135 flight or series of flight, at least the PIC assigned must determine, whether the flight can be initiated, conducted, or terminated safely and in accordance with SeaPort Airlines, Inc. operation specifications, manuals, and regulations.
33. Operational determinations that are made for SeaPort Airlines, Inc. for part 135 flights, made by the PIC assigned to that flight, are made in accordance with SeaPort Airlines, Inc. written policies, procedures and standards.
34. Delegated personnel who make operational control decisions for SeaPort Airlines, Inc. must meet the requirements of section 119.69(d), and their names, titles, duties, responsibilities, and authorities are specified in the General Operations Manual, OpsSpec A006, or described in A008.
35. SeaPort Airlines, Inc. has a system in place to inform the assigned PIC which flight operations and segments of flight operations are conducted under part 135 and which are conducted under part 91. For part 135 operations, that SeaPort Airlines, Inc. is responsible and accountable for safe operation of all part 135 flight operations.
36. SeaPort Airlines, Inc. operational control system clearly states and ensures that each pilot is informed and understands that failure to adhere to SeaPort Airlines, Inc. directions and instructions may be contrary to parts 119 and/or 135, and therefore may be subject to legal enforcement action by the FAA.
37. SeaPort Airlines, Inc. will provide the PIC and other personnel who perform operational control functions with access to the necessary information for the safe conduct of the flight (such as weather, NOTAM's and airport analysis).
38. SeaPort Airlines, Inc. will monitor the progress of each flight and initiating timely actions when the flight cannot be completed as planned, including diverting or terminating a flight.