

# Letter of Agreement

*VATSIM Caribbean Division*

&

*VATSIM Miami Air Route Traffic Control Center*

## **1. Scope**

This agreement is made by and between the VATSIM Caribbean Division (VATCAR) and the VATSIM Miami ARTCC (ZMA). Separate agreements between ZMA and the VATSIM Nassau FIR (MYNA) may supplement the contents of this LOA, but this document shall be mutually considered to take precedence over all other agreements between all entities of the VATCAR or VATUSA divisions.

## **2. Cancellation**

This LOA cancels all previous agreements made between Miami ARTCC (and/or VATUSA) with the Nassau FIR (and/or VATCAR), regarding airspace, procedures, and operations within the confines of Nassau, ZMA, and ZMO airspace. The cancelled agreements include:

- Nassau FIR & Miami LOA (08/16/2018)
- Nassau FIR & Miami LOA (09/08/2018)
- VATUSA-VATCAR LOA-1119 REV001 (08/11/2019)
- Nassau FIR & Miami LOA (03/18/2020)
- Version 1 of this LOA (06/01/2022)
- All other relevant agreements predating this LOA which are not listed above

## **3. Version & Effective Date**

This particular version of this agreement and the terms within this LOA shall be mutually considered by Miami ARTCC (ZMA) and Nassau FIR (MYNA), as well as their respective divisions, to become effective in accordance with the below:

Version 2

Effective Date: **September 7, 2023**



**Brandon Barrett**  
Division Director  
VATSIM United States Division



**Dan Leavitt**  
Air Traffic Manager  
VATSIM Miami ARTCC



**EJ Davis**  
Division Director  
VATSIM Caribbean Division

#### 4. Definition of Terms

- 4.1. "Ocean Area" (ZMO): Often called "ZMO", "The Ocean Area", or "Miami Oceanic", ZMO refers to the Ocean Area of the real-world Miami Air Route Traffic Control Center. It is one of six "areas" into which the ARTCC's airspace is divided. The remaining five areas of Miami Center can be collectively referred to as "Miami Center Domestic".
- 4.2. "Miami Center Domestic" (ZMA): Refers to all Miami Center airspace *excluding Miami Center's "Ocean Area"*.
- 4.3. "Jurisdiction": Term describing which subdivision holds the root ownership of a given airport or ATC facility. The jurisdictional subdivision holds the final authority regarding the operation and procedures for that particular airport or ATC facility.
- 4.4. "Owning Facility": When referring to shared access to airspace, the owning facility refers to the subdivision (ie ZMA/MYNA) who holds jurisdictional ownership of the airspace in question.
- 4.5. "Using Facility": When referring to shared access to airspace, the using facility refers to the subdivision (ie ZMA/MYNA) who is using the airspace in question, but does not hold jurisdictional ownership.
- 4.6. "Authorized Certification Authority (ACA)": An individual person within the Using Facility who is authorized by the Owning Facility to conduct evaluations, and issue certifications, for ATC positions belonging to the Owning Facility.

## 5. Jurisdictional Assignment of Airspace

5.1. Jurisdiction of airspace shall, by all parties, be considered to be as described below, in reference to the labels of Figure 1. The exact boundary coordinates to be used by ZMA and VATCAR are specified in Appendix A of this document.

5.1.1. Area 1: Miami Center (Domestic) at all altitudes: ZMA jurisdiction  
*Note: Excludes Nassau and Freeport approach controls.*

5.1.2. Area 2: Miami Center (Oceanic) at all altitudes: ZMA jurisdiction  
*Note: Excludes Nassau, Freeport, and Provo approach controls.*

5.1.3. Area 3: Nassau Approach SFC-12,000ft MSL: MYNA jurisdiction

5.1.4. Area 4: Freeport Approach SFC-6,000ft MSL: MYNA jurisdiction

5.1.5. Area 5: Provo Approach SFC-6,000ft MSL: MYNA jurisdiction

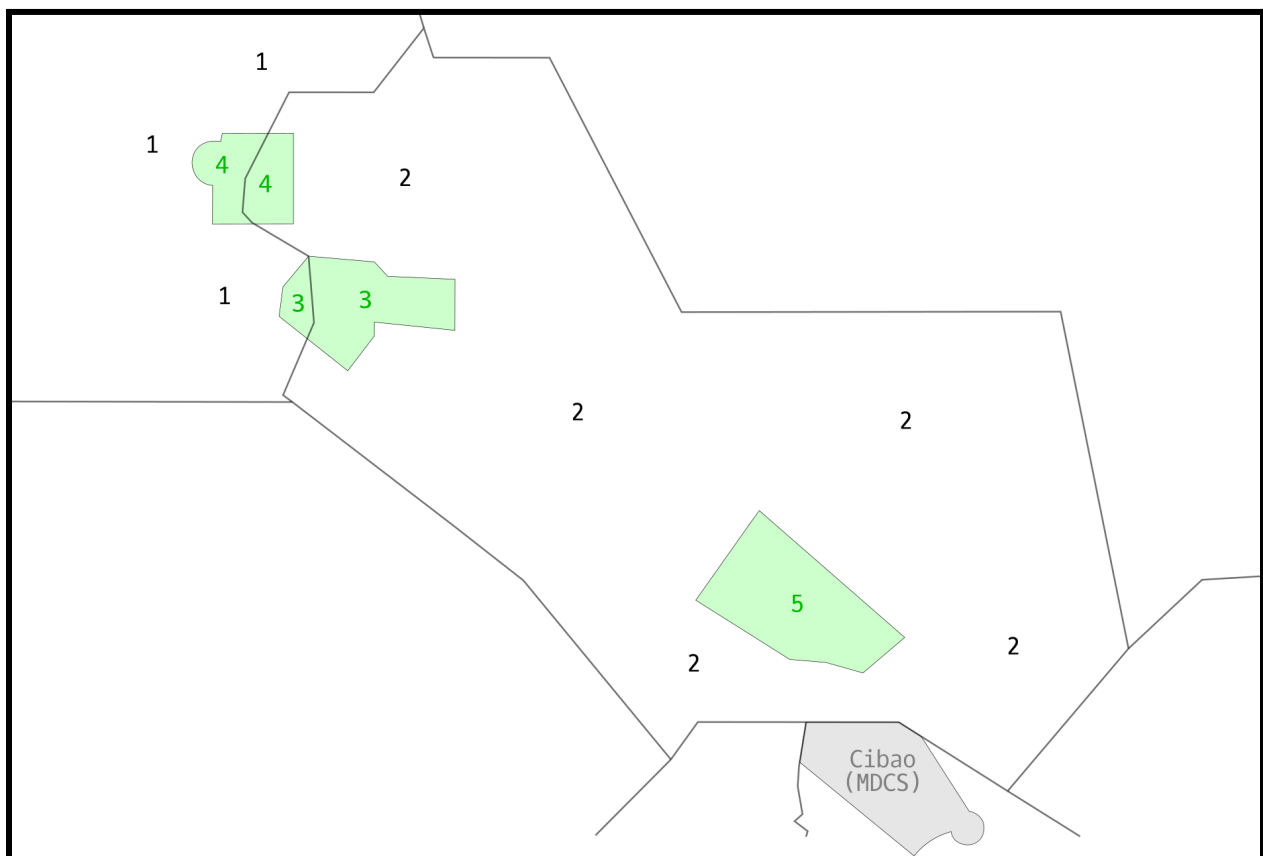


Figure 1 - Airspace Areas for Jurisdictional Assignment

- 5.2. Jurisdiction of airports shall, by all parties, be considered to be as described below:
  - 5.2.1. Airports contained within<sup>1</sup> an approach control shall be assigned jurisdiction to match that of the approach control<sup>2</sup>.
  - 5.2.2. Airports *not* contained within an approach control shall be assigned jurisdiction according to which area of Miami Center overlies it:
    - 5.2.2.1. If ZMO overlies the airport<sup>3</sup>: MYNA jurisdiction
    - 5.2.2.2. If ZMA overlies the airport<sup>4</sup>: ZMA jurisdiction
- 5.3. In the event that a new approach control is created which underlies ZMO airspace (by any amount), MYNA shall be assumed to hold jurisdiction over that approach control until this document can be updated to specify it explicitly.
- 5.4. This agreement shall act as the only agreement which specifies jurisdictional assignment of airspace between ZMA and MYNA.

---

<sup>1</sup> Here “contained within” means that the approach control airspace lies directly above the geographical center of the airport’s largest runway.

<sup>2</sup> Example: MYAF is MYNA jurisdiction (within Nassau Approach).

<sup>3</sup> Example: MYAK is MYNA jurisdiction (not within Nassau Approach, with ZMO above).

<sup>4</sup> Example: MYAW is ZMA jurisdiction (not within Freeport Approach, with ZMA above).

## **6. Mutual Access to Airports & Airspace**

- 6.1. In the sections that follow, ZMA and MYNA grant each other mutual access to certain airports and airspace for which they hold jurisdiction. Except for the last part of this section, this mutual access may not be globally revoked without the agreement of the Division Director of VATUSA (VATUSA1), Division Director of VATCAR (VATCAR1), and the VATSIM Vice President of the Americas Region (VP-AMAS).
- 6.2. ZMA hereby grants MYNA controlling privileges for the “Ocean Area” of Miami Center, in accordance with the terms of this LOA.
- 6.3. MYNA hereby grants ZMA controlling privileges for all airports and airspace under their jurisdiction, in accordance with the terms of this LOA.
- 6.4. At their discretion, ZMA may elect to make arrangements with MYNA to provide training and certification for MYNA controllers to also control appropriate sectors of Miami Center Domestic from a ZMO position. This shall be handled in a separate ZMA-MYNA LOA, and ZMA retains the right to revoke such arrangements at any time.

## **7. Top-Down Service Model**

- 7.1. All parties agree that, under this agreement, ZMO is to be operated as a “top-down” center at all times. This means any person authorized to control ZMO must also continuously provide approach control and tower services for airports and airspace within MYNA’s jurisdiction.

## 8. Mutual Certification Program

- 8.1. The Owning Facility shall maintain a public list of Authorized Certification Authorities (ACAs). These ACAs are staff members of the Using Facility (division or subdivision level) who the Owning Facility has authorized to issue certifications for their positions on their behalf.
  - 8.1.1. The Owning Facility may require ACAs to undergo any training deemed appropriate, including in excess of typical requirements for certification.
  - 8.1.2. When local procedures change, the Owning Facility may, in writing, require ACAs to undergo reasonable additional training, in order to retain their certification authority.
  - 8.1.3. The Owning Facility may, in writing, revoke certification authority for a particular ACA at any time, and for any reason.
  - 8.1.4. Each facility should designate at least two ACAs, and shall make genuine efforts to ensure that, at all times, there is at least one.
    - 8.1.4.1. If a situation arises where a Using Facility possesses no designated ACAs, the Owning Facility shall conduct all evaluations within 7 days of any such request, and shall expeditiously appoint replacement ACAs as soon as appropriate candidates are found and trained.
- 8.2. For any evaluation conducted by the Using Facility for certification on the other's positions, the Using Facility shall:
  - 8.2.1. Notify the Owning Facility of the time of the evaluation, in writing, at least 4 hours in advance. Without this notification, the evaluation is invalidated.
  - 8.2.2. For all certifications issued through this process, the ACA shall notify the Owning Facility, who shall reflect the certification in their roster.
  - 8.2.3. Allow a single representative of the Owning Facility to silently observe the evaluation and debrief session, in its entirety, including being present in local voice channels.
    - 8.2.3.1. The observer from the Owning Facility does not have any input on the decision to certify, and shall not participate or weigh in unless specifically asked. Unsolicited input or disturbances may result in forfeiting this privilege for that evaluation only.

- 8.3. Upon observation of issues of controller competence, only after receiving approval from their Division Training Director (or Division Director), the Owing Facility may, in writing, revoke the certification of a controller of the Using Facility, with immediate effect. In the event of a revoked certification:
- 8.3.1. Within 24 hours of written revocation, a representative of the Owing Facility shall document the observed deficiencies, and submit a detailed, written report, via a single email, including the Owing Facility's division<sup>5</sup>, the VATSIM Vice President of the Americas Region (VP-AMAS), and the Using Facility's Training Administrator. In the absence of this report being sent within this time period, both facilities shall consider the certification to be automatically restored, and the events leading to the revocation as ineligible as rationale for a later revocation. The Owing Facility's division shall coordinate with the Using Facility's division to ensure the appropriate corrective training is provided in collaboration with the Owing Facility.
  - 8.3.2. Only the Owing Facility may conduct the evaluation to reissue a certification that had been revoked through this process.
  - 8.3.3. The Using Facility shall conduct all necessary remedial training, and advise the Owing Facility when the controller is ready for evaluation. The Owing Facility shall conduct this evaluation within 14 days of written request.

---

<sup>5</sup> For ZMA, send the report to VATUSA3 and VATUSA1, unless otherwise directed by VATUSA. For Nassau, send the report to VATCAR3 and VATCAR1, unless otherwise directed by VATCAR.

## **9. Mutual Roster**

- 9.1. ZMA and MYNA shall make arrangements for some sort of mutually controlled roster solution (or other method) to show a real-time updated certification status of all ZMA/MYNA home and visitor controllers. Both shall ensure this information is shown on the Roster page of their website.
  - 9.1.1. ZMA shall be the sole entity with the ability to edit the posted certification status for all MYNA controllers on ZMO.
  - 9.1.2. MYNA shall be the sole entity with the ability to edit the posted certification status for all ZMA controllers on MYNA.
  - 9.1.3. Both ZMA and MYNA shall ensure none of their home or visiting controllers are permitted to sign on to the other's control positions until the certification is reflected on the mutual roster.

## **10. Caribbean Radio (CARI)**

- 10.1. The VATCAR division agrees that ZMO shall be excluded from all operations of the Caribbean Flight Service Station, and that ZMO may only be controlled from a ZMO\_CTR callsign by certified controllers.
- 10.2. If, in the future, the Caribbean Flight Service Station is granted controlling access to any MYNA airports or airspace, the VATCAR division agrees that a certified controller working ZMO airspace shall have priority rights, over CARI, to control those MYNA airports/airspace.



