AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement on Notice to Airmen (NOTAM

Action Requested:

Parties to the Agreement: Agreement Aeronautical Servicess of the Federal Aviation Administration, Gunnison County, KGUC

Term Begins: Date of deployment of NOT. **Term Ends:** **Grant Contract #:**

Summary:

The FAA is providing a new web -based service/tool to directly notify airmen of important flight information. This will improve the timeliness and quality of the existing NOTAM system.

Fiscal Impact: Non -monetary

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/1/2015 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/2/2015

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 10/6/2015

Revised April 2015

MEMORANDUM OF AGREEMENT on NOTAM Manager System BETWEEN

Aeronautical Services (AJM-336) of the

Federal Aviation Administration (FAA) and

County of Gunnison -
Gunnison-Crested Butte Regional

ARTICLE 1. PARTIES

The parties to this Agreement are the Aeronautical Services group of the Federal Aviation Administration (FAA) and the County of Gunnison, referred to as the "Airport Operator" hereafter.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement between the FAA and the Airport Operator of Gunnison-Crested Butte Regional Airport is to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (NOTAM) system for airport operators called the NOTAM Manager System.

b. Specific goals and objectives to be accomplished:

Airport direct-entry NOTAMs will be limited to the following airport surface area NOTAMs (the "D" NOTAMs) including the keywords: aerodrome/service, runway, taxiway, apron/ramp and obstruction, unless specifically expanded by a modification of this agreement.

The objectives of this project include:

1) The FAA will provide a web-based service, NOTAM Manager System, which allows the airport operator to submit airport surface area NOTAMs directly into the Federal NOTAM System (FNS) rather than going through Flight Service;

2) The airport operator will provide the FAA with feedback on the suitability of the NOTAM Manager System and suggestions on how to improve the system including input to the FAA's human factors consultants.

3) If applicable, the FAA will deactivate all ENII accounts 60 days after the activation of NOTAM Manager System at the Airport.

c. Management of the project:

The management of this project will be done by the FAA's Aeronautical Services Team (AJM-336)

d. Roles and responsibilities:

Parties are bound by a duty of good faith and best effort in achieving the goals and objectives in Article 2 of this Agreement.

The Airport Operator will use its best efforts to protect password information to permit use of the FAA's NOTAM Manager System, and the Airport Operator will provide password information only on a need-to-know basis.

The FAA will use its best efforts to ensure the NOTAM Manager System operates at optimal performance level as designed.

e. Contributions of the Parties:

The FAA will provide:

1) a password function to the NOTAM Manager System which allows access to it by the airport operators;

2) the initial training of its personnel on how to use the system and a user manual;

3) a NOTAM subject matter expert (SME) during the initial phase of deployment to assist the airport personnel (direct-assist) with the new Airport NOTAM Manager System;

4) a point of contact person, (Customer Support Group), to respond to any questions which arise after deployment;

5) telephonic technical support to assist the Airport Operator during the term of this agreement; and

6) a completed Safety Risk Management Document on the NOTAM Manager System.

Airport Operator will provide:

1) the personnel and web-accessible computers, Internet access, and any related and required equipment to allow operation of the NOTAM Manager System;

2) feedback on how the system is operating and how it might be improved;

3) the continuing ability to return to the existing legacy NOTAM system if the NOTAM Manager System is not operating as required to maintain the safety of the airport.

4) at least one airport training POC to receive a formal live or virtual training session prior to activation, provided by a designated FAA representative, on the NOTAM Manager System.

ARTICLE 3. EFFECTIVE DATE

The effective date of this Agreement is from the date of deployment of NOTAM Manager at the airport.

ARTICLE 4. REPORTING REQUIREMENTS

Airport Operator shall report any suggestions on improvement of the NOTAM Manager System to the FAA through their Point of Contact and assist the FAA's human factors personnel with their research on improvements to the NOTAM Manager System.

ARTICLE 5. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement. Airport Operator agrees not to reverse-engineer any of the software, forms, or databases, including those accessible through the password-protected system described above, but shall use its access only for the purposes set out herein.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to –

(1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,

(2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE 7. POINTS OF CONTACT

FAA Program Office/Technical Officer

Robert McMullen, Manager, Aeronautical Services, AJM-336

Jeffrey C. Barnes, Aeronautical Information Specialist, AJM-336

Airport Party

Richard Lamport, Airport Manager, Gunnison-Crested Butte Regional Airport

ARTICLE 8. FUNDING AND PAYMENT

There will be no exchange of moneys since each party shall bear their own costs to implement this project and meet the goals and objectives of it as outlined above.

ARTICLE 9. APPROVAL OF SUBCONTRACTORS

There shall be no airport subcontractors involved on this project.

ARTICLE 10. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by Manager, Aeronautical Services and the County of Gunnison. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 11. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time, with or without cause, and without incurring any liability or obligation to the terminated party (other than the performance of obligations accrued on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations.

Either party may terminate this agreement immediately if either party determines that the safety of the airport is affected and return immediately to the existing NOTAM entry process currently in use prior to the initial deployment of the NOTAM Manager System.

ARTICLE 12. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (l) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE 13. 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 Aeronautical Services management of the FAA.

ARTICLE 14. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 15. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by airport, its employees, or contractors, or any third party acting on its behalf. Each party agrees to be responsible for injury, death or property damage arising out of or in connection with its own acts or omissions under this Agreement, however, neither party waives its rights to sovereign immunity.

ARTICLE 16. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Federal Aviation Administration

By: _____ **Date:** _____

Robert McMullen, Manager, Aeronautical Services, AJM-336

County of Gunnison
Gunnison-Crested Butte Regional Airport

By: _____ **Date:** _____

Paula Swenson, Chair Person Board of County Commissioners