

**NON-FEDERAL OBSERVATION PROGRAM  
MEMORANDUM of AGREEMENT**

between

**FAA Air Traffic Services**

and

**Humboldt County Department of Aviation**

for

**Aviation Weather Observations at CA Redwoods Humboldt County Airport (KACV),  
Arcata/Eureka, California**

**ARTICLE I. PARTIES**

The parties to this Agreement are the Federal Aviation Administration (FAA) and Humboldt County Department of Aviation.

**ARTICLE 2. SCOPE**

a. Purpose:

The purpose of this Agreement between the Federal Aviation Administration (FAA) and Humboldt County Department of Aviation is to establish responsibilities for taking, disseminating, and documenting aviation weather observations at CA Redwoods Humboldt County Airport (KACV) at times/days specified below.

b. Roles and responsibilities:

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

**1) The FAA will perform the following activities:**

**a) Certification Test.** Provide certification tests to observers through Humboldt County Department of Aviation, provided the qualified observers meet the requirements outlined in FAA Order 7900.5, *Surface Weather Observing*. This includes testing for vision and demonstrated proficiency.

**b) Back-up Stand-alone Sensors.** Review, analyze, and approve back-up stand-alone sensors installation/calibration status using the documentation submitted for approval.

**c) Authorization Notification.** Upon satisfactory completion of the certification test, the observer must comply with the “site specific” requirements identified in Paragraph 4 of

this agreement. The FAA will issue a separate letter to the sponsor authorizing the certified observer to commence weather observations at their specific location.

**2) The Sponsor** will perform the following activities:

**a) Operational Guidance.** Follow operational requirements, and identify and procure all back-up items required for the performance of their NF-OBS function, in accordance with the following documents:

- i. FAA Order JO 7210.77, *Non-Federal Weather Observation Program Operation and Administration*
- ii. FAA Order JO 7900.5, *Surface Weather Observing*.
- iii. FAA Order JO 7210.3, *Facility Operation and Administration*.
- iv. FAA Advisory Circular, 150/5220-16, *Automated Weather Observing Systems (AWOS) for Non-Federal Applications*.
- v. FAA Order JO 6560.13, *Maintenance of Aviation Meteorological Systems*.
- vi. FAA Order JO 6560.20, *Siting Criteria for Automated Weather Observing Systems (AWOS)*.
- vii. The latest version of FAA Memorandum, “Ongoing Approval of Standalone Back-up Weather Equipment for Contract Towers, Non-FAA Control Towers, and Other Aviation Facilities.”

**b) For Site Establishment:** The sponsor must provide the items identified below to the FAA for review/approval:

- i. Correspondence, prior to the purchase of any equipment, providing details on the proposed back-up equipment and its siting.
- ii. Photos of the sensor’s serial number and calibration sticker showing the date of the last calibration (applies for any sensor that requires calibration). Also full contact information (address/phone) of the certified calibration entity performing the calibration.
- iii. Photos of sensor installation (if applicable) and the surrounding area, suitable to convey sensor general surroundings (e.g., if sensors are vented properly to the outside environment, or if there may be encroachment concerns).
- iv. A written declaration stating that back-up weather sensors have been installed in accordance with FAA Order 6560.20, comply with the latest version of FAA memorandum, “Ongoing Approval of Standalone Back-up Weather Equipment for Contract Towers, Non-FAA Control Towers, and Other Aviation Facilities, and will only be operated under the

approved conditions identified in this agreement.

**c) Maintain and store back-up** equipment calibration/performance records in a readily retrieval location at the site.

**d) For Periodic Review:** When requested, provide to the FAA any information or documents that are needed to validate the back-up equipment is still acceptable and continues to meet FAA installation, calibration, and accuracy requirements. Provide the items identified below to the FAA for review/approval:

i. A photocopy of the sensor's serial number and calibration sticker showing the date of the last calibration (applies for any sensor that requires calibration). Also full contact information (address/phone) of the certified calibration entity performing the calibration.

ii. Ground inspection report which reflects that the installation is in accordance with the criteria in FAA Order 6560.20, and suitable for the FAA to assess any sensor encroachment occurring since the initial installation or previous inspection.

iii. For all back-up sensors, the sponsor must take and document comparative readings to the local ASOS/AWOS or other local FAA certified automated weather systems (acceptable for periodic checks, but it would not be appropriate for annual revalidation/inspection).

**3) Sponsor site-specific requirements and performance.**

**a) Select one of the following:**

NF-OBS(F) - Certified observers will provide full augmentation and back-up weather observation service (minimum Service Level C standard, according to JO 7900.5, Appendices B & D) during the following times and days: [Insert specific times (zulu) / days / months, etc., or specify that this service will be provided on an as-needed, on-call basis].

NF-OBS(B) - Certified observers will provide backup-only weather observation service during the following times and days: [Insert specific times (zulu) / days / months, etc., or specify that this service will be provided on an as-needed, on-call basis].

NF-OBS(M) - Certified observers will provide full manual weather observation service during the following times and days: [Insert specific times (zulu) / days / months, etc., or specify that this service will be provided on an as-needed, on-call basis. Weather Observer only utilized when maintenance activities/certification are occurring or during a system outage.

**b) Select one of the following:**

Make all observations taken and recorded available to all aviation interests at the airport (for example, pilots conducting operations, airport operations personnel, etc.), for official use only.

Make all observations taken and recorded available to all aviation interests at the airport (for example, pilots conducting operations, airport operations personnel, etc.), for official use only, and ensure long-line transmission of all observations taken and recorded.

**c) Contributions of the Parties:**

No funds are intended by the parties to be obligated on this agreement.

**d) Type of Agreement:**

This Agreement is an "other transaction." It is not intended to be, nor may it be construed as, a partnership, corporation, or other business organization.

**ARTICLE 3. EFFECTIVE DATE and TERM**

The effective date of this Agreement is the date on which it is signed by the FAA or Humboldt County Department of Aviation, whichever is later. The Parties must review and renew this Agreement at least every three (3) years, unless this Agreement is terminated by the parties as provided herein.

**ARTICLE 4. REPORTING REQUIREMENTS**

No additional reporting requirements. FAA Reserves the right to revise reporting requirements.

**ARTICLE 5. INTELLECTUAL PROPERTY**

**a. Rights in Data**

The Government retains Government Purpose Rights in all data developed under this agreement.

"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.

b. Rights in Inventions

The respective rights of the Government and the other parties to this agreement are the same as those found at T.5-10 "Patent Rights – Retention by the Contractor (Short Form)."

**ARTICLE 6. LEGAL AUTHORITY**

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

49 USC 44720(a), Meteorological Services (permits the FAA Administrator to make recommendations to the Secretary of Commerce on providing meteorological services necessary for the safe and efficient movement of aircraft in air commerce);

49 USC 44502(a)(1)(A), General Facilities and Personnel Authority (authorizes the FAA Administrator to acquire, establish, improve, operate, and maintain air navigation facilities);

49 USC 44708, Inspecting and Rating Air Navigation Facilities;

**ARTICLE 7. POINTS OF CONTACT**

Humboldt County Department of Aviation must provide contact information to the FAA. Any changes to contact information must be provided to the FAA within 10 working days of the actual change.

John J. Hudy  
John.hudy@faa.gov / 202-267-6447

FAA Program Office

Karen Clower, Acting Director of Aviation  
3561 Boeing Avenue, McKinleyville, CA 95519  
[kclower@co.humboldt.ca.us](mailto:kclower@co.humboldt.ca.us) / (707) 839-5401

Curt Eikerman, C.M, Airport Operations Manager  
3561 Boeing Avenue, McKinleyville, CA 95519  
Flyacv.com/ (707) 613-0531

Humboldt County Department of Aviation

**ARTICLE 8. FUNDING AND PAYMENT**

No funds will be obligated under this Agreement. Humboldt County Department of Aviation is responsible for all costs associated with its NF-OBS Program, and for procuring, installing, operating, moving, protecting and maintain back-up weather equipment in accordance with FAA Order JO 6560.20, and other FAA Technical Operations requirements as outlined in this agreement.

**ARTICLE 9. CHANGES, MODIFICATIONS**

Changes and/or modifications to this Agreement must be in writing and signed by the FAA and the

representative or designee of Humboldt County Department of Aviation. The modification must cite the subject Agreement and must 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.

The FAA reserves the right to modify this Agreement to reflect changes in the FAA operating policies and procedures. Such modifications must be effective within 10 days following the mailing of the written notification to the sponsor by the FAA regardless of whether Humboldt County Department of Aviation has signed and executed the written modification and returned it to the FAA.

#### **ARTICLE 11. TERMINATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party must take immediate steps to stop the accrual of any additional obligations, which might require payment.

Non-compliance with the terms of this Agreement is grounds for termination of this Agreement.

#### **ARTICLE 12. SUSPENSION OF AGREEMENT**

Failure of the Sponsor (or FAA) to comply with this agreement could result in suspension of this agreement. A return to compliance will reinstate a suspended agreement.

#### **ARTICLE 13. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of the Agreement, the inconsistency must be resolved by giving preference in the following order:

- (a) The Agreement,
- (b) The Attachments.

#### **ARTICLE 14. CONSTRUCTION OF THE AGREEMENT**

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant, or cooperative agreement. Nothing in this Agreement may 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 must not be construed more stringently against one party than against the other.

## **ARTICLE 15. 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 FAA Air Traffic Services. 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.

## **ARTICLE 16. 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 17. INSURANCE**

Humboldt County Department of Aviation must arrange by insurance or otherwise for the full protection of Humboldt County Department of Aviation from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by Humboldt County Department of Aviation, its employees, contractors, or any third party acting on its behalf. Humboldt County Department of Aviation agrees to hold the United States harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with its performance under this Agreement.

## **ARTICLE 18. LIMITATION OF LIABILITY**

Claims for damages of any nature whatsoever pursued under this Agreement must be limited to direct damages only up to the aggregate amount of \$0 funding obligated under this Agreement at the time the dispute arises. In no event shall the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

## **ARTICLE 19. CIVIL RIGHTS ACT**

Humboldt County Department of Aviation must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and provide a certification to that effect.

## **ARTICLE 20. OFFICIALS NOT TO BENEFIT**

AMS Clause 3.2.5-1, "Officials Not to Benefit" and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions" are attached hereto and incorporated by reference into this Agreement.

## **ARTICLE 21. PROTECTION OF INFORMATION**

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

**AGREED:**

COMPANY NAME: Federal Aviation Administration

TITLE: TITLE: ATO AJR-B2 Group Manager

NAME: NAME: John J. Hudy

SIGNATURE: *Karen Clower* SIGNATURE:

DATE: DATE: