

MEMORANDUM OF AGREEMENT

between

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION

and

OFFICE OF AIRCRAFT SERVICES
DEPARTMENT OF THE INTERIOR

WHEREAS, the Federal Aviation Administration, herein referred to as the FAA, is in a position to furnish directly or by contract supplies, equipment, and services which the Office of Aircraft Services, hereinafter referred to as OAS, requires, has funds available for, and has determined should be obtained from the FAA.

WHEREAS, 15 U.S.C. 1535 and 49 U.S.C. 322(c)(2) authorizes the furnishing reimbursable basis;

NOW, THEREFORE, the FAA and OAS mutually agree as follows:

Article I. Limited Support for OAS Aviation Program

A. The FAA shall furnish on a reimbursable basis the following services, supplies, equipment, and manpower.

1. FAA aircraft/avionics maintenance will be limited as to availability of FAA personnel, priority of FAA workload, limited equipment, tools, manuals, parts, and specialized training. All FAA employee-hours expended will be documented and reimbursed by OAS in accordance with appropriate procedures. The accomplishment of any maintenance will receive prior approval of the FAA Anchorage Flight Inspection Field Office (ANC FIFO) Manager.

2. Parking space on aircraft ramp or in FAA hangar for OAS-owned or OAS-leased aircraft will be on a space-available basis.

3. Parking for two privately-owned or rented vehicles (POV's) for flight crew only, shall be provided during aircraft operations.

4. Limited supplies can be provided for standard General Service Administration (GSA) supported items. Other items can be arranged through reimbursable procedures.

B. OAS assures their personnel or their representatives will comply with the following Conditions and Limitations:

1. OAS will forward a written request to the FAA, ANC FIFO, a minimum of one week in advance of their impending need to use FAA facilities.

2. Fuel services will be procured by OAS through local fuel contractor(s).

3. All safety and fire regulations will be observed during fueling, ground handling, and engine run operations. Engine power checks will be conducted in authorized areas only, as identified by the FAA, ANC FIFO.

4. All areas (ramp and/or hangar space) utilized by OAS will be kept clean by OAS personnel at all times. Parts, equipment, and supplies will be stored when not in use.

5. Use of any of the FAA equipment will be coordinated with the ANC FIFO Line Maintenance Unit Supervisor prior to use.

6. All common line support equipment, such as fire extinguishers, ground power carts, work stands, etc., are available from the FAA. Special equipment will be provided by OAS.

7. The FAA will be provided a listing of responsible personnel to contact for emergencies and after-duty hours.

8. Any use of buildings or grounds must receive prior approval from the Manager, ANC FIFO.

9. Airport Security Regulations will be adhered to at all times. OAS will arrange for security identification badges with the Anchorage International Airport Security Office prior to arrival.

10. OAS will notify the FAA, ANC FIFO, of arrival and departure time so that aircraft may be met and appropriate Airport Security adhered to.

11. The OAS will reimburse the FAA for any overtime employee-hour costs incurred by the FAA for call-out of personnel to assist OAS during off-duty hours.

C. The FAA, ANC FIFO, upon receipt of written request from OAS for facility use, will provide OAS with contact information of personnel so that their aircraft may be received and/or dispatched in a timely manner.

Article II. Reimbursement, Performance and Accounting Management

A. It is understood that OAS shall reimburse the FAA for actual costs incurred in providing the supplies, equipment, manpower, and services requested by OAS under this Agreement. Upon revocation or termination of the Agreement, for any cause, OAS will reimburse the FAA for all necessary liquidating expenses.

B. Costs are estimated not to exceed \$5000 per annum, plus an Administrative Overhead Charge at the appropriate rate for a Federal party specified in FAA Order 2500.35.

C. The FAA hereby identifies the Office of Aviation System Standards, Flight Procedures and Inspection Division, ANC FIFO assigned responsibility for accomplishment of the Agreement.

D. The following FAA office is identified by FAA as the billing office for the Agreement:

Federal Aviation Administration
Mike Monroney Aeronautical Center
General Accounting Branch, AAC-23
P.O. Box 25770
Oklahoma City, OK 73125-4915

E. The FAA Billing Office shall submit a written invoice to OAS setting forth actual costs incurred by services and material under this Agreement. The Agreement Number AC0285VN9 will be shown on each invoice.

F. Payment for billings are due within thirty (30) days of receipt. Late charges may be assessed on delinquent payments.

G. The OAS hereby guarantees funding to support reimbursement to the FAA for the Agreement, and hereby identifies the following office to which FAA will render bills for the costs incurred and requests supporting itemized documentation.

Office of Aircraft Services
Department of the Interior
4343 Aircraft Drive
Anchorage AK 99502

H. The amounts set forth in this Agreement are estimated and may be adjusted to recover the FAA's actual costs. If during the course of this Agreement, actual costs are expected to exceed the estimate by more than 10 percent, the FAA will notify the OAS as soon as this is known, but not less than 30 days prior to submission of the final billing.

Article III. Amendment

Any change in the supplies, equipment, or services to be furnished under this Agreement shall be formalized by an appropriate written Amendment to the Agreement, which shall outline in detail the exact nature of the change.

Article IV. Effective Date

This Agreement supersedes any previous Agreement between the parties on the subject matter set forth in Article I hereof and is effective upon negotiation of this Agreement by both parties and will remain in effect until canceled by one or both parties.

Article V. Employment

Approval and execution of this Agreement has no impact on the FAA's employment ceiling.

Article VI. Liability

A. Involvement

With respect to personal injury, death, property damage, contract claims, and actions by third parties arising out of this MOA, the OAS and the FAA will be liable for their respective employees and areas of responsibility.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the OAS agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this Agreement.

Article VII. Revocation

This Agreement may be revoked at any time by either party by 30 days' notice in writing.

The FAA and OAS agree to the provisions of this Agreement as indicated by the signature of their duly authorized officers.

APPROVED:

Department of Transportation
Federal Aviation Administration

Department of the Interior
Office of Aircraft Services

By: /s/ William H. Williams, Jr.

By: /s/ Robert L. Peterson

Title: Director, Office of Aviation
Systems Standards

Title: Director

Date: March 9, 1992

Date: March 16, 1992