

Regions and Centers Operations Mike Monroney Aeronautical Center P O Box 25082 Oklahoma City, OK 73125

8/28/08

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marcia Hofmann Staff Attorney Electronic Frontier Foundation 454 Shotwell Street San Francisco, CA 94110

Dear Ms. Hofmann:

Release of Information under the Freedom of Information Act (FOIA) Commercial Use, FOIA Control Number: 2008-006651AC

This is in response to your Freedom of Information Act (FOIA) request 2008-006651AC (OST FOIA #FY 2008-046), dated November 28, 2007, on behalf of OpenTheGovernment.org and the Electronic Frontier Foundation. This is the Mike Monroney Aeronautical Center response to the FOIA requesting Interagency Agreement DTFA0202X14170 Delivery Orders 0006 and 0007.

Interagency Agreement DTFA0202X14170 and Delivery Orders 0006 and 0007 are fully releasable and enclosed.

Contract DTFAAC08-D-00004 and delivery order 0002 are under FOIA review and a response will be provided separately.

There is no fee for the processing of this FOIA.

Sincerely,

Susan L. Whittington, Division Manager

AMQ-300, Aviation, Medical, & Training Acquisition Division

Enclosure

2008-60651AC

Electronic Frontier Foundation

BY FACSIMILE - (202) 366-8536

Kathy Ray Office of the Secretary of Transportation Department of Transportation 1200 New Jersey Ave., SE W94-122 Washington, DC 20590

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Form House Confirm Las

Freedom of Information Act Request RE:

Dear Ms. Ray:

This letter constitutes a request under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, and is submitted to the Department of Transportation ("DOT") on behalf of OpenTheGovernment.org ("OTG") and the Electronic Frontier Foundation ("EFF").

We request copies of all memoranda of understanding, contracts or other agreements between DOT and Google or other technology companies from January 2006 to the present for the digitization or other copying of agency information (including pre-existing "legacy" information and data holdings) to promote greater access of such data by the general public.

We believe that the requested records may be maintained by DOT's chief information officer.

Request for News Media Fee Status

OTG and EFF ask that they not be charged search or review fees for this request because each organization qualifies as a "representative of the news media" pursuant to the FOIA and 49 C.F.R. § 7.44(b).

OTG is a coalition of journalists, consumer and good government groups, environmentalists, library organizations, labor and others united to make the federal government a more open place in order to make us safer, strengthen public trust in government, and support our democratic principles. One of OTG's primary objectives is to "raise the visibility of a secrecy/openness message through work with the media, through our website, and through coordination with our partners, and with policy makers." To accomplish this goal, OTG routinely and systematically disseminates information through its website and regular policy and news updates. OTG engages in analysis and produces reports on developing and ongoing issues that are widely disseminated to the public.

Freedom of Information Act Request November 28, 2007 Page 2

EFF is a non-profit public interest organization that works "to protect and enhance our core civil liberties in the digital age." One of EFF's primary objectives is "to educate the press, policymakers and the general public about online civil liberties." To accomplish this goal, EFF routinely and systematically disseminates information through its heavily visited web site, online newsletter, blog, white papers, books, and podcasts. We note that the Department of Homeland Security, Department of State and National Security Agency have recognized that EFF qualifies as a "news media" requester, based upon the publication activities set forth below (see DHS stipulation, State Department letter, and NSA letter, attached hereto). We further note that the U.S. Court of Appeals for the D.C. Circuit has stressed that "different agencies [must not] adopt inconsistent interpretations of the FOIA." Al-Fayed v. CIA, 254 F.3d 300, 307 (D.C. Cir. 2001), quoting Pub. Citizen Health Research Group v. FDA, 704 F.2d 1280, 1287 (D.C. Cir. 1983).

Due to their extensive publication activities, OTG and EFF are "representative[s] of the news media" under the FOIA and agency regulations. As such, this request is subject only to duplication fees after the first 100 pages. However, all duplication fees should be waived, as discussed below, because disclosure of the information requested above is in the public interest.

Request for a Public Interest Fee Waiver

OpenTheGovernment.org and EFF are entitled to a waiver of duplication fees because disclosure of the requested information is in the public interest within the meaning of 5 U.S.C. § 552(a)(4)(a)(iii). To determine whether a request meets this standard, DOT considers whether "disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requestor." 49 C.F.R. § 7.44(e). This request clearly satisfies these criteria.

First, negotiations or agreements for services between federal agencies and technology companies concern the operations or activities of the government. *Id.* § 7.44(f)(1). The federal government's collaboration with private sector companies to digitize and disseminate agency holdings unquestionably constitutes government activity.

Second, disclosure of the requested information is likely to contribute to public understanding of federal government operations or activities. Id. § 7.44(f)(2). OTG and EFF have requested information that will shed light on the details of the work that Google and similar companies will perform for federal agencies. This information will contribute not only to OTG and EFF's understanding of the relationship between these companies and federal agencies, but to the understanding of a reasonably broad audience of persons interested in the subject. Id. §

¹ Guidestar Basic Report, Electronic Frontier Foundation, http://www.guidestar.org/pqShowGsReport.do?npoId=561625 (last visited Nov. 27, 2007).

² Id.

Freedom of Information Act Request November 28, 2007 Page 3

7.44(f)(3). OTG and EFF will make the information they obtain under the FOIA available to the public and the media through their web sites and newsletters, which highlight developments concerning privacy and civil liberties issues, and/or other channels discussed more fully above.

Finally, the disclosure will contribute significantly to the public's knowledge and understanding of the digitization agreements reached by technology companies and federal agencies. Id. § 7.44(f)(4). Disclosure of the requested information will not only inform the public about the terms of those agreements, but also the type and extent of the services performed for the agencies.

Furthermore, a fee waiver is appropriate here because OTG and EFF have no commercial interest in the disclosure of the requested records. *Id.* § 7.44(f)(5). Both entities are 501(c)(3) nonprofit organizations, and will derive no commercial benefit from the information at issue here.

Thank you for your consideration of this request. Should you have any questions concerning this request, please contact me at (415) 436-9333 x. 116. As the FOIA provides, we will anticipate your determination on this request within twenty (20) working days.

Sincerely,

Marcia Hofmann Staff Attorney

Electronic Frontier Foundation

Attachments

Contracting	A gentlement to the second		roduct or			
Agency ID	Referenced IDV PHD	PIID	Service	Product or Service Description A	tions .	Action Obligation
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(Signature of person authorized to sign)		[(Signature of Contracting Officer)		

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Revised 7/27/2007 Revision 4

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan

Title/Office: Manager, NACO Aeronautical Information Sub-Team

AJW-3531, Station 5631

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2817

Fax: 301-713-4489

E-Mail: Richard.S.Jerdan@faa.gov

FAA/NACO Financial Management

Name: Lynda E. Martinez

Office: Program and Resource Management Sub-Team, AJW-

351A, Station 3502

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2624 x113

Fax 301-713-4587

e-mail: Lynda.E. Martinez@faa.gov

FAA Contract Administration

Name: Judy A. Queen

Office: FAA, Aeronautical Center, AMQ-340

Aviation, Medical and Training Acquisition

Division, MPB, RM 369

Address: PO Box 25082

Oklahoma City, OK 73125

Phone: 405-954-7838

Fax: 405-954-0042

e-mail: Judy.A.Queen@faa.gov

NOAA Program Office/Technical Officer

Name: Captain Brian Taggart

Title/Office: NOAA Marine and Aviation Operations,

Aircraft Operations Center, AOC-2

Address: PO Box 6829

MacDill AFB, FL 33608-0829

Phone: 813-828-3310 ext 3072

Fax: 813-828-3266

E-Mail: Brian.K.Taggart@noaa.gov

Interagency Agreement Number DTFA02-02-X-14170 Page 6A, Revision 5

TERMINATION OF AGREEMENT IAW ARTICLES 11 AND 15

All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

	Aircraft Operations Center, AOC-2 MacDill AFB, FL
	Date: 7/31/08
ָ קלי	Thomas C. Accardi Program Director Aviation System Standards Federal Aviation Administration Date: 8 18 08
	Judy Sueen Contracting Officer Office of Acquisition Services, AMQ-340 Federal Aviation Administration Date: 8/20/08

NOAA Marine & Aviation Operations

AGREED

ENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
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Items 8 and 15, and returning separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF by virtue of this amendment you desire to change an makes reference to the solicitation and this amendmen 12. ACCOUNTING AND APPROPRIATION DATA (If re See Schedule 13. THIS ITEM APPLIES ONLY TO MOD (x) A. THIS CHANGE ORDER IS ISSUED PURS ORDER NO. IN ITEM 10A.	pies of the amendment; (b) By acknowled to the solicitation and amendment numborFERS PRIOR TO THE HOUR AND Doffer already submitted, such change maint, and is received prior to the opening the quired.) DIFICATIONS OF CONTRACTS/ORDERS SUANT TO: (Specify authority) THE CHARDER IS MODIFIED TO REFLECT THE ITEM 14.	\$ 0 5. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCI- NGES SET FORTH IN ITEM 14 ARE MADE IN THE CON- ADMINISTRATIVE CHANGES (such as changes in payir	submitted; or (c) By RECEIVED AT IR OFFER. If or letter . 0 0 RIBED IN ITEM 14.
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All other terms and condition DISTR: T Discount Terms: PROMPT NET:		### ·	
Continued Except as provided herein, all terms and conditions of	the document referenced in Item 9A or 10	DA, as heretofore changed, remains unchanged and in full	force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICE	
See page 5 15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Judy A. Queen 16B. CONTRACT AUTHORITY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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Interagency Agreement Number
DTFA-02-02-X-14170
Revision 4

Appendix A FY 2008 Estimated Requirement / Cost

<u>REQUIREMENT:</u> The FY 2008 estimated requirement for aerial photography flown by the Citation is 9 Sectionals: Chicago, St. Louis, Memphis, New Orleans, Cincinnati, Detroit, Lake Huron, Montreal, Halifax.

<u>COST</u>: The associated cost is approximately \$83,887.67 per NOAA-AOC estimate dated 31 May 2007. See Article 8, Funding and Payment for guidance and terms.

DELIVERY BY: September 30, 2008.

<u>REPORTS:</u> A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each quarter. The report shall identify the Sectional Chart, the number of photo sites completed, the number of photos taken, and cost for the quarter.

Appendix A Modifications – Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject of Article 14.

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan

Title/Office: Manager, NACO Aeronautical Information Sub-Team

AJW-3531, Station 5631

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2817

Fax: 301-713-4489

E-Mail: Richard.S.Jerdan@faa.gov

FAA/NACO Financial Management

Name: Lynda E. Martinez

Office: Program and Resource Management Sub-Team, AJW-

351A, Station 3520

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2624 x113

Fax 301-713-4587

e-mail: Lynda.E.Martinez@faa.gov

FAA Contract Administration

Name: Judy A. Queen

Office: FAA, Aeronautical Center, AMQ-340

Aviation, Medical and Training Acquisition

Division, MPB, RM 369

Address: PO Box 25082

Oklahoma City, OK 73125

Phone: 405-954-7838

Fax: 405-954-0042

e-mail: Judy.A.Queen@faa.gov

NOAA Program Office/Technical Officer

Name: Captain Brian Taggart

Title/Office: NOAA Marine and Aviation Operations,

Aircraft Operations Center, AOC-2

Address: PO Box 6829

MacDill AFB, FL 33608-0829

Phone: 813-828-3310 ext 3072

Fax: 813-828-3266

E-Mail: Brian.K.Taggart@noaa.gov

Interagency Agreement Number DTFA02-02-X-14170 Page 6A, Revision 4

All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

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0/2-/-	
Captain Brian Taggart	
NOMA Marine & Aviation Operations	
Aircraft Operations Center, AOC-2	
MacDill AFB, FL	
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Date: 8/3/07	
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Thomas C. Accardi	
Program Director	
Aviation System Standards Federal Aviation Administration	
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Judy Queen	_
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AGREED

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FAA, MIKE MONRONEY AERONA AMT CONTRACTING TEAM AMQ P O BOX 25082 OKLAHOMA CITY OK 73125-4929 ATTN: Brenda Holmes		FOR MORE INF Name: Brenda I Telephone No.		ACT:
8. NAME AND ADDRESS OF CONTRACTO	R (No., street, county, State and Z.	IP Code)	(X) 9A. AMENDMENT	OF SOLICITATION NO
PO Box 6829	Commerce Atmospheric Administration Center 33608-0829	RIGINA	9B. DATED (SEE TO 10A. MODIFICATION 10B. DATED (SEE)	ON OF CONTRACT/ORDER
CODE	FACILITY CODE		8-26-02 DTF	A02-02-X-14170
	11. THIS ITEM ONLY	APPLIES TO AN	MENDMENTS OF S	olicitations
Offers must acknowledge receipt of this amendment prior By acknowledging receipt of this amendment on each copy RECEIVED AT THE PLACE DESIGNATED FOR THE 1 offer already submitted, such change may be made by telest 12. ACCOUNTING AND APPROPRIATION	y of the offer submitted; or (c) By separate RECEIPT OF OFFERS PRIOR TO THE H gram or letter, provided each telegram or le	letter or telegram which inclu OUR AND DATE SPECIFIE titer makes reference to the so	des a reference to the solicitation D MAY RESULT IN REJECTIO licitation and this amendment, an CATIONS OF CONTE	and amendment numbers. FAILURE OF YOUR N OF YOUR OFFER. If by virtue of this amend d is received prior to the opening hour and date space.
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D. OTHER (Specify type of modification	and authority)			
X ARTICLE 11, CHANGES AND				
E. IMPORTANT: Contractor [] is				ffice.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organiza THE AGREEMENT REFERENCED I. Pages 3, 4, and 5, are hereby do	IN ITEM 10A ABOVE	IS MODIFIED A	S FOLLOWS:	thereof.
6 , ,	Continued on r			
15A. NAME AND TITLE OF SIGNER ((Type or pro	int)	16A. NAME AND TITI Brenda Holi Contracting		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES		16C DATE SIGNED
See attached (Signature of person authorized to sign)	BY: See attac	ched ature of Contracting Officer)	

Standard Form 30 AC Electronic (Microsoft Word) Page 3R, ARTICLE 8, FUNDING AND PAYMENT, in paragraph b., is revised to change the Payment procedures. Page 4R, ARTICLE 11, CHANGES, MODIFICATIONS, in paragraph a., is revised to change the changes and modification procedures. Page 5R, ARTICLE 16, EFFECTIVE DATE AND TERM is revised to change the term of agreement to September 30, 2010.

II. Page 6A is added to change the duly authorized representatives for changes, and modifications.

Interagency Agreement Number DTFA02-02-X-14170 Page 3, Revision 3

ARTICLE 7. POINTS OF CONTACT

Points of contact for each party to this Agreement are identified in the current issue of Appendix B.

ARTICLE 8. FUNDING AND PAYMENT

a. Funding:.

- 1. The FAA shall reimburse to the NOAA-AOC for actual costs incurred in providing the products and services furnished during the effective period of performance. This agreement shall be funded by fiscal year.
- 2. Funding must be obligated by the FAA and NOAA-AOC in the fiscal year which it is appropriated.
- 3. The FAA Technical Officer shall be notified at least 60 days prior to termination of the program by NOAA-AOC, when/if the funding allocation is not sufficient to provide the products and services as requested by FAA. The continuation of the program will then be subject to the availability of additional funds from the FAA.
- 4. Upon termination or expiration of this Agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned to the FAA.
- 5. Appendix A Modifications Ninety days prior to the start of each successive fiscal year, NOA-AOC will provide the FAA a new cost estimate for the upcoming fiscal year, to accomplish the responsibilities set forth in Article 2,k above. Should there be a failure to agree on a mutually acceptable cost estimate, this agreement may be terminated subject to Article 15.
- b. Payment shall be made through the Internet Payment and Collection (IPAC) System. Any reference to "OPAC" throughout the agreement shall be understood to be "IPAC".
- 1. On a quarterly basis, NOAA-AOC will initiate payment for this program via the OPAC system. Any OPAC, in whole or in part, that exceeds the funding limit identified in the FAA delivery order, or its written modification(s), will be charged back to the NOAA-AOC.
- 2. NOAA-AOC shall forward a copy of each OPAC, with supporting documentation, to the FAA as follows:
 - A. FAA Program Office/Technical Officer (see Appendix B)

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Page 4, Revision 3

 B. FAA, Mike Monroney Aeronautical Center Accounts Payable Branch, AMZ-110
 PO Box 2582
 Oklahoma City, OK 73125

NOTE: Supporting documentation will include a written account of the year-to-date obligations/expenditures for this program. The Technical Officers are responsible for mutually determining the appropriate line item details.

3. A properly executed OPAC shall cite the following information:

FAA ACL 69001104 Interagency Agreement Number FAA-AVN Fund Site Fiscal Year

4. The online transaction will be received by the FAA's Cash Operations Branch (AMZ-2A) for internal processing.

ARTICLE 9. LIMITATION OF FUNDS

The FAA's liability to make payments to NOAA-AOC is limited to the amount of funds obligated herein, including written modification to this Agreement and/or appendices.

ARTICLE 10. APPROVAL OF PRIME CONTRACT/MODIFICATIONS

Reserved

ARTICLE 11. CHANGES, MODIFICATIONS

- a. Changes and/or modification to this Agreement or appendices shall be in writing and signed by a FAA Contracting Officer and the NOAA Program Technical Officer, or their duly authorized representatives acting within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All requests for interpretation or modification shall be in writing.
- b. The FAA Technical Officer identified in Appendix B is responsible for the technical administration of this Agreement. The FAA Technical Officer is not authorized to make any changes to impact the cost, schedule or performance of the Agreement without the written consent of the FAA Contracting Officer.

ARTICLE 12. ORDER OF PRECEDENCE

This Agreement and current appendixes shall be read and interpreted as a consistent whole.

ARTICLE 13. PROTECTION OF INFORMATION

Subject to legal requirements, including the Freedom of Information At, 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.

ARTICLE 14. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disputes through good faith negotiations, both parties mutually covenant and agree to appoint program managers to represent their respective parties for the purpose of resolving dispute(s) that may arise as a result of this Agreement. If a dispute(s) cannot be resolved, the party initiating the dispute may choose to revoke this Agreement in accordance with Article 15, or provide a written request to the next highest level of authority to arbitrate the dispute(s). A written request to resolve the dispute(s), must contain a concise synopsis of the dispute(s), and be accompanied by a copy of the original Agreement and all amendments. Any request to resolve the dispute shall not exceed the level of authority of the signatures affixed herein.

ARTICLE 15. TERMINATION

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 dates) 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 obligation, which might require payment.

ARTICLE 16. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of last signature ad shall continue in effect until September 30, 2010, or until earlier terminated by the parties, as provided herein.

All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

AGREED:

Rear Admiral Samuel P. De Bow, Jr., NOAA

Director, Office of Marine and Aviation

June 6, 2005

Operations Centers

Nat'l Oceanic and Atmospheric Administration

Date:

Thomas C. Accardi

Program Director,

Aviation System Standards Federal Aviation Administration

Date:

Brenda Holmes

Contracting Officer,

Office of Acquisition Services

Federal Aviation Administration

Date:

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Federal Aviation Page Revision To Award for Supplies or Services Administration of A 26-AUG-2002 Contract Number (if any): Date of Award Award No. (if any): Revision No.)ate of Revision: 21-JAN-2003 DTFA0202X14170 ALL (REV. 2) IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers. Contractor (Name, Address, and Zip Code): Mail Invoice To (Name, Address, and Zip Code): US DEPARTMENT OF COMMERCE FAA, MM Aero Center TIN 73-0588975 NAT OCEANIC & ATMOSPHERIC ADMIN Financial Services AMZ-110 AIRCRAFT OPERATIONS CENTER PO Box 25710 PO BOX 6829 Oklahoma City, OK 73125-4913 MACDILL AFB, FL 33608-0829 405/954-4716 Contact Point/Phone No: PATTY MEREK Issuing Office (Address Correspondence To): 813-828-3310 6973H5 FAA AERO CENTER AMO-300 AVIATION, MED&TRNG ACQ DIV. MPB, RM369 PO BOX 25082 F.O.B. Point: OKLAHOMA CITY, OK 731250082 Destination Ship Via: Best Means Discount Terms: Due in 30 PURCHASER NAME AND PHONE NO: ESTIMATED VALUE: \$180,000.00 Brenda G Holmes FROM: \$180,000.00 405-954-7850 ESTIMATED VALUE IS CHANGED BY: \$0.00 FUNDED AMOUNT: \$56,743.87 IMPORTANT: Contractor

is, □ is not required to sign this document and return □ copies to the issuing office. OMB 2120-0595 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: 📡 UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:

Brenda G Holmes

DATE SIGNED:

DATE SIGNED

Note to Supplier:

Revision #2 revises appendix A and B

Appendix A FY 2003 Estimated Requirement / Cost

REQUIREMENT: The FY 2003 estimated requirement for aerial photography is twelve (12) sectionals. This estimate is for ten (10) sectionals to be flow with the Shrike/Turbo Commander, Citation aircraft (an estimate for two additional sectionals, Albuquerque and Great Falls, that will be flown with another aircraft due to their high altitude terrain will follow as a separate estimate/Appendix):

Sectional	Photo Sites	Number of Photos				
Phoenix	12	48				
Dallas-Ft Worth	23	92				
Memphis	49	196				
Kansas City	36	144				
Salt Lake City	15	60				
Cheyenne	10	40				
Twin Cities	21	84				
Montreal	12	48				
Halifax	4	16				
Cincinnati	134	536				

<u>COST</u>: The associated cost is \$ 170,474.13 per NOAA-AOC estimate, dated November 13, 2002. See Article 9 Funding and Payment, for guidance and terms.

DELIVERY: September 30, 2003

<u>REPORTS</u>: A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each FY quarter. The report shall identify the Sectional chart, the number of photo sites completed and the number of photos taken.

Appendix B Modifications – Changes and/ or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter in negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject to Article 13.

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

1 1 1

Name: John T. Brennan

Title/Office: Manager, NACO Aeronautical Information Branch

AVN-511, Station 5631

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2817

Fax: 301-713-4489

E-Mail: John.T.Brennan@faa.gov

FAA/NACO Financial Management

Name: Laura Howe

Office: Program and Resource Management Group, AVN-502

Address: 1305 East West Highway

Silver Spring, MD 20910

Phone: 301-713-2626 x166

Fax 301-713-4587

e-mail: Laura.M.Howe@faa.gov

FAA Contract Administration

Name: Brenda Holmes

Office: FAA, Aeronautical Center, AMQ-340

Aviation medical and Training Acquisitions

Division, MPB, RM 369

Address: PO Box 25082

Oklahoma City, OK 73125

Phone: 405-954-7850

Fax: 405-954-0042

e-mail: Brenda.G.Holmes@faa.gov

NOAA Program Office/Technical Officer

Name: Captain Robert W. Maxson

Title/Office: Director, Aircraft Operations Center

Address: PO Box 6829

MacDill AFB, FL 33608-0829

Phone: 813-828-3310 ext 3001

Fax: 813-828-3266

E-Mail: bob.w.maxson@noaa.gov

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SOLICITATION/CONTI	RACT/ORDER FOR COMME COMPLETE BLOCKS 12, 16, 22, 23			-01031	$\overline{}$	PAGE OF	6. SOLICITATION
2. CONTRACT NO. DTFA02-02-X-14170	3. AWARD/ EFFECTIVE DATE 11/21/20	4. ORDER NUMBER 07 0007/0001			5. SOLICITATION NUMB		ISSUE DATE
7. FOR SOLICITATION	a. NAME			LEPHONE NUME 5-954-78		8. OFFER DUE DATE	LOCAL TIME
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TELEPHONE NO.							<u>.</u> ,
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	001 to add suppler	mental funding	g for FY	8 Fligh	t Edit Program	.**New	
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Interagency	Agreement (IA)be	tween National	l Oceanic	& Atmos	pheric Admin A	ircraft	
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28a, SIGNATURE OF OFFEROR/CONTRA			29a, CONTRA	CT AUTHORITY	SIGNATURE OF CONTRACTIN	ig OFFICER)	
		Tea Time Bloken	605 11014	<u>ALLIA</u>	OFFICER (Type of Punt)	290.	DATE/SIGNED /
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	Operations Center and FAA Systems & Standards. Per 10/1/07-9/30/08. Pymts IAW Article 8 of IA. POC: 8 DISTR: T LIST OF CHANGES: Total Amount for this Modification: \$20,000.00 New Total Amount for this Version: \$40,000.00 New Total Amount for this Award: \$40,000.00 Obligated Amount for this Modification: \$20,000.00 New Total Obligated Amount for this Award: \$40,000.00	cott J	Pe: erd	rformance for in, AJW-3531	this order: STATION 5631
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	CHANGES FOR ACCOUNTING CODE: 12X0100000.2008.X044443000.AC8W110000.25304.61006 .0000000000 Amount changed from \$20,000.00 to \$40,000.00 Period of Performance: 08/26/2002 to 09/30/2010				
	Change Item 0001 to read as follows(amount shown	is the	фb:	Ligated amoun	t):
0001	Additional estimated funding for FY08 Flight Edit program for the current CR period November 17, 2007 thru December 14, 2007. FY2008 Flight Edit program effective period of this delivery order subject InterAgency Agreement. Reference Appendic ISO9000: N Electronic & IT: 03	is 10/1	/07	hru 9/30/20	20,000.00
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(A)	SUPPLIES/SERVICES (B)	(C)	(D)		(F)
	Systems & Standards. Period of Performance for thi IAW Article 8 of IA. POC: Scott Jerdan, AJW-3531 SDISTR: TPeriod of Performance: 08/26/2002 to 09/30/2010	s orde	r: :	0/1/07-9/30/	08. Pymts
001	2008 Flight Edit program, effective 10/1/07 thru 9/30/2008 IAW subject InterAgency Agreement. Reference Appendices A & B attached. *****Currently funded through 11/16/2007***** ISO9000: N Electronic & IT: 03				20,000.00
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	Funding of this order is subject to fiscal year 20 enacted by the United States Congress. The Govern is limited to the amount required to fund operation the current or subsequent continuing resolution(s) until final fiscal year 2008 appropriations are enprogram(s) funding this order. In the event that extended before a permanent appropriation is enactive performance under this order, unless it has been on given by a cognizant Contracting Officer, that all essential to the safety of human life or the protect accordance with the emergency provisions of the Amount In the event that final appropriations will not contact this order, a modification will be issued to reduct funding.	mment's ns dur Suchacted a conting ted, it tetermi or pa ction ti Def over th	obing h l and lnu ma ned tt of ci	igation under the period of mitations shallocated to allocated to be necessar and notific of these serve bublic proper ency Act (31 otal obligati	r this order overed by all continue the n is not y to cease ation is ices are ty, in USC 1342). on(s) under
	The total amount of award: \$20,000.00. The obligates.	tion fo	r t	his award is	shown in box

Interagency Agreement Number DTFA-02-02-X-14170

Revision 4 10/1/2007

Appendix A FY 2008 Estimated Requirement / Cost

<u>REQUIREMENT:</u> The FY 2008 estimated requirement for aerial photography flown by the Citation is 9 Sectionals: Chicago, St. Louis, Memphis, New Orleans, Cincinnati, Detroit, Lake Huron, Montreal, Halifax.

<u>COST:</u> The associated cost is approximately \$83,887.67 per NOAA-AOC estimate dated 31 May 2007. See Article 8, Funding and Payment for guidance and terms.

DELIVERY BY: September 30, 2008.

<u>REPORTS:</u> A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each quarter. The report shall identify the Sectional Chart, the number of photo sites completed, the number of photos taken, and cost for the quarter.

Appendix A Modifications – Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject of Article 14.

Appendix B Points of Contact

Revision 4 10/1/2007

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan

Title/Office: Manager, NACO Aeronautical Information Sub-Team

AJW-3531, Station 5631

Address: 1305 East West Highway

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e-mail: Lynda.E.Martinez@faa.gov

FAA Contract Administration

Name: Judy A. Queen

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Aviation, Medical and Training Acquisition

Division, MPB, RM 369

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Oklahoma City, OK 73125

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NOAA Program Office/Technical Officer

Name: Captain Brian Taggart

Title/Office: NOAA Marine and Aviation Operations,

Aircraft Operations Center, AOC-2

Address: PO Box 6829

MacDill AFB, FL 33608-0829

Phone: 813-828-3310 ext 3072

Fax: 813-828-3266

E-Mail: Brian.K.Taggart@noaa.gov

ATTACHMENT >

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. REQUISITION NUMBER				PAGE OF			
	OFFEROR TO C	COMPLETE BLOCKS 12, 16,	, 22, 23, & 28	AC-0	8-04706			1	2			
2. CONTRACT NO DTFA02-0	2-X-14170	3. AWARD EFFECTIV 08/01					5. SOLICITATION NUMBER	ĒR		6. SOLICITATION ISSUE DATE		
	SOLICITATION	a. NAME		1	TELEPHONE N		•	8. OFFER	DUE DATE/LO	DCAL TIME		
9. ISSUED BY	RMATION CALL:	Judy Queen		10. THIS ACQUIS	05-954-		1. DELIVERY FOR FOB	12 DISCO	UNT TERMS			
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6a. CONTRACTO	OR/ CODE	FA	CILITY	17a. PAYMENT	MILL BE MADE I	BY		CODE				
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TELEPHONE NO.												
16b. CHECK IF	REMITTANCE IS DIFFERENT	T AND PUT SUCH ADDRESS IN	OFFER	1	_		SHOWN IN BLOCK 17a, UNLE	ESS BLOCK	BELOW			
				IS CHECK		E ADD	DENDUM	P. R. W				
18. ITEM NO.		19. SCHEDULE OF SUPP	LIES/SERVICES	•	20. QUANTITY	21. UNIT	22. UNIT PRICE		23. AMOUN	т		
	**Revision 0	03 to deobliga	te excess funding	g and CL	SE OUT	OR	DER. TOTAL IN	VOICE	&			
	IPAC PAYMENT	AMOUNT: \$11,7	27.25. No outstar	nding in	voices	or	IPAC payments	IAW				
	NOAA/NACO co	ordination.**										
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see sche	and appropriation dated		T	/		25. T	OTAL AWARD AMOUNT <i>(For 6</i> -\$108, 27		hority Use Onl	v) 		
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OR OTHERV	ISSUING OFFICE. CONTRAC	D ON ANY ADDITIONAL SHEET	ND DELIVER ALL ITEMS SET FORTH S SUBJECT TO THE TERMS AND	(Z 2	EREIN, IS ACCE	ADDIT	. YOUR OFFER	ARE SET FO		OFFER OFFER		
28b. NAME AND	TITLE OF SIGNER (Type or P	rint)	28c. DATE SIGNED	29b. NAME OF	CONTRACTING	-	CER (Type of Forli)		29c. DATE	SIGNED /		
30a. QUANTITY I	IN COLUMN 20 HAS BEEN /ED INSPECTED	ACCEPTED, AND CON		31. SHIP NUM	BER		32. VOUCHER NUMBER	3	3. AMOUNT V CORRECT			
DL 010111-1-		***	er	PARTIAL	FINAL							
326. SIGNATURE REPRESENTATI	OF AUTHORIZED CONTRA VE ,	C I AUTHORITY	32c. DATE	34. PAYMENT	E DPART	IAL	FINAL		5. CHECK NU	MBER		
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				40c. DATE RE	C'D (YY/MM/DD	}	40d. TOTAL CONTAINERS					

REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** DTFA02-02-X-14170/0006/0003

PAGE OF 2

NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Revision 002 to add estimated supplemental funding the period 2/18/07through 9/30/2007 New delivery order for FY 2007. Requirements for some supplementation of the supplementation of	ervice Atmosph Pery 9/	s II erio	W Article 2 Admin Aircr	of subject aft Ops
	LIST OF CHANGES: Total Amount for this Modification: -\$108,272.25 New Total Amount for this Version: \$11,727.75 New Total Amount for this Award: \$11,727.75 Obligated Amount for this Modification: -\$108,272 New Total Obligated Amount for this Award: \$11,727 CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$120,000.00 to \$11,727.75 Obligated Amount for this modification: -\$108,272	7.75			
	CHANGES FOR DELIVERY LOCATION: A693266M Amount changed from \$120,000.00 to \$11,727.75				
	CHANGES FOR ACCOUNTING CODE: 12X0100000.2007.XO44443000.AC8W110000.25304.61006 .0000000000 Amount changed from \$120,000.00 to \$11,727.75	600.000	000	000.0000000	00.000000000
	Period of Performance: 10/02/2006 to 09/30/2007				
	Change Item 0001 to read as follows(amount shown	is the	ppl	gated amount	:
0001	Deobligate EXCESS funding for FY07 Flight Edit program for the period February 18, 2007 thru September 30, 2007 & CLOSE OUT ORDER. Payment IAW Article 8 of of subject agreement. (IPAC)				-108,272.25
	ISO9000: N Electronic & IT: 03				
	Project Data: 12XXFACA1KXX.CH0108.AC8W110000.25304.10/05/2006.1 Accounting Info: 12X0100000.2007.X044443000.AC8W110000.25304.61006 .0000000000 acct1: 12X0100000 acct2: 2007 acct3: 5: 25304 acct6: 61006600 Funded: -\$108,272.25	600.00	0000	0000.0000000	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS						1. REQUISITION NUMBER PAGE					: OF		
OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28						AC-07-01624 1 3							
2. CONTRACT NO. DT FA02-02-X			3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER				5. SOLICITATION NUMBER	BER 6. SOLICITATION ISSUE DATE				
	14170		02/07/2007	0006/0002							IOOUE DATE		
	SOLICITATION	a. NAME	•		1	ELEPHONE N		,,	6. OFFER	DUE DATE/LO	DCAL TIME		
9. ISSUED BY	MATION CALL:	Judy	Queen		10. THIS ACQUIS	05-954-		1. DELIVERY FOR FOB	40 81880	UNIT TERM			
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14. DELIVER TO		CODE	A693266M		15. ADMINISTER	ED BY			CODE	MQ340	-ARC		
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	**Revision 00	2 to a	add estima	ted supplement	al funding for FY 07 Flight Edit Program								
	for the perio	d 2/1	B/07throug	h 9/30/2007.**				_	-				
	Continued												
24. ACCOUNTING	AND APPROPRIATION DATA	\		11-11		l	25.1	TOTAL AWARD AMOUNT (For		hority Use On	ly)		
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	OTHERWISE IDENTIFIED ABO CONDITIONS SPECIFIED HE		ANY ADDITIONAL SE	EETS SUBJECT TO THE				TIONS OR CHANGES WHICH	ARE SET F	PRTH .			
28a. SIGNATURE	OF OFFEROR/CONTRACTOR	₹	••		200. CONTRA	CT AUTHORIT	191G	MATURE OF COURSECTING	/:.				
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28b. NAME AND	TITLE OF SIGNER (Type or Pri	int)		28c. DATE SIGNED				FICER (Type or Print)		29c. DATE	E SIGNED		
CO. CHANTEL IN CO. HAN CO. HAS DEFE					Judy A. Queen								
30a. QUANTITY IN COLUMN 20 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE				31. SHIP NUM	BEK		32. VOUCHER NUMBER		33. AMOUNT CORREC				
CONTRACT, EXCEPT AS NOTED							4						
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY 32c. DATE					34. PAYMENT	FINA	L	<u> </u>		35, CHECK N	UMBER		
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REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE **CONTINUATION SHEET** DTFA02-02-X-14170/0006/0002 NAME OF OFFEROR OR CONTRACTOR US DEPARTMENT OF COMMERCE 1 QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO. SUPPLIES/SERVICES (C) (D) (E) (F) (A) (B) New delivery order for FY 2007. Requirements for services IAW Article 2 of subject Interagency Agreement between National Oceanic & Atmospheric Admin Aircraft Ops Center and FAA Aviation Systems & Standards. Delivery 9/80/2007. Payments IAW Article 8. Revised Appendices A&B attached as required. LIST OF CHANGES: Total Amount for this Modification: \$67,000.00 New Total Amount for this Award: \$120,000.00, Obligated Amount for this Modification: \$67,000.00 New Total Obligated Amount for this Award: \$120,000.00 Award Category changed to : -SUPPORT SERVICES CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$53,000.00 to \$120,000.00 Obligated Amount for this modification: \$67,000.00 CHANGES FOR DELIVERY LOCATION: A693266M Amount changed from \$53,000.00 to \$120,000.00 CHANGES FOR ACCOUNTING CODE: .0000000000 Amount changed from \$53,000.00 to \$120,000.00 Discount Terms: PROMPT NET 30 Period of Performance: 10/02/2006 to 09/30/2007 Change Item 0001 to read as follows (amount shown is the bbl gated amount): 67,000.00 0001 Additional funding for FY07 Flight Edit program for the period February 18, 2007 thru September 30, 2007. Payment IAW Article 8 of of subject agreement. (IPAC) ISO9000: N Electronic & IT: 03 Project Data: 12XXFACA1KXX.CH0108.AC8W110000.25304.10/05/2006.12x0100000.443000 Accounting Info: .0000000000 acct1: 12X0100000 acct2: 2007 acct3: XO44443 000 acct4: AC8W1 0000 acct 5: 25304 acct6: 61006600 Funding of this order is subject to fiscal year 2007 appropriation limitations enacted by the United States Congress. The Government's obligation under this order is limited to the amount required to fund operations during the period obvered by Continued ...

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE **CONTINUATION SHEET** DTFA02-02-X-14170/0006/0002 NAME OF OFFEROR OR CONTRACTOR US DEPARTMENT OF COMMERCE 1 QUANTITY UNIT UNIT PRICE TRUOMA SUPPLIES/SERVICES (A) (C) (D) (E) (F) (B) the current or subsequent continuing resolution(s). Such limitations shall continue until final fiscal year 2007 appropriations are enacted and allocated to the program(s) funding this order. In the event that a continuing resolution is not extended before a permanent appropriation is enacted, it may be necessary to cease performance under this order, unless it has been determined and notification is given by a cognizant Contracting Officer, that all or part of these services are essential to the safety of human life or the protection of public property, in accordance with the emergency provisions of the Arti Deficiency Act (31 DSC 1342). In the event that final appropriations will not cover the total obligation(s) under this order, a modification will be issued to reduce the obligation(s) to available funding.

SÜL	LICITATION/CONTR	RACT/ORD	ER FOR CO	OMMER	CIAL ITEMS	1. REQU	ISITION NUMBE	₹		PAGE OF				
	OFFEROR TO					AC-0	7-00645			1	3			
2. CONTRACT NO			3. AWARD/	4.0	RDER NUMBER	IAC U	5. SOLICITATION NUM			ER 6. SOLICITATION				
DTFA02-02-	X-14170		EFFECTIVE DA	1 00	06/0001				ISSUE DATE					
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14, DELIVER TO		CODE				15. ADMINISTEI	RED BY		☐ RFQ ☐ IFB	CODE		NDC.		
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						for FY	07 Flig	nt	Edit Program	for th	е			
•	period 11/18						1 *	İ				•		
	New delivery	order	for FY	2007	. requiremen	nts for services IAW Article 2 of subject								
	Continued .		•											
24. ACCOUNTING	AND APPROPRIATION DA			//	-11			25. T	OTAL AWARD AMOUNT (For	r Contract Aut	nority Use O.	nly)		
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<i></i>	10th				sen	170	TW-3	<u>5</u>	2/ 7/17	ION	54	?/		
26. CONTRACTO	R IS REQUIRED TO SIGN T	THIS DOCUMEN	NT AND RETURN	, —		27.	AWARD OF CON	TRACT				OFFER		
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFA02-02-X-14170/0006/0001

PAGE

NAME OF OFFEROR OR CONTRACTOR

M NO.	SUPPLIES/SERVICES	QUANTITY			AMOUNT
A)	(B)	(C)	(D)		(F)
	Interagency Agreement between National Oceanic & Center and FAA Aviation Systems & Standards. Del Article 8. Revised Appendices A&B attached. LIST OF CHANGES: Total Amount for this Modification: \$33,000.00 New Total Amount for this Award: \$53,000.00 Obligated Amount for this Modification: \$33,000. New Total Obligated Amount for this Award: \$53,000. CHANGES FOR LINE ITEM NUMBER: 1	ivery 9/			
	Total Amount changed from \$20,000.00 to \$53,000.00 Obligated Amount for this modification: \$33,000. CHANGES FOR DELIVERY LOCATION: A693266M Amount changed from \$20,000.00 to \$53,000.00	00			
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	Discount Terms: PROMPT NET 30 Period of Performance: 10/02/2006 to 09/30/2007				
	Change Item 0001 to read as follows (amount shows	n is the	bb1	gated amoun	it): ·
001	Additional funding for FY07 Flight Edit program for the period November 18, 2006 thru February 17, 2007. Payment IAW Article 8 of of subject agreement.				33,000.00
	ISO9000: N Electronic & IT: 03 Project Data: 12XXFACA1KXX.CH0108.AC8W110000.25304.10/05/2006 Accounting Info:	.12x0100	000.	443000	
	12X0100000.2007.X044443000.AC8W110000.25304.610 .0000000000 acct1: 12X0100000 acct2: 2007 acct3 5: 25304 acct6: 61006600				
	Funding of this order is subject to fiscal year Continued	2007 ap	prop	priation limi	itations
				·	
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CONTINI	JATION SHEET	REFERENCE NO. OF DOCU		OF 1				
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	EROR OR CONTRACTOR							
US DEPAR	TMENT OF COMMERCE	3 1		т				
ITEM NO.	s	UPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	Δ	MOUNT
(A)		(B)		(C)	(D)	(E)		(F)
	enacted by the U	nited States Co	ngress. The Gover	ment's	ob.	igation unde	this	order
ı	is limited to th	e amount requir	ed to fund operation	ns dur	_ng	the period c	pvered	by
	the current or s	ubsequent conti	nuing resolution(s). Suc	h 14	mitations sh	all con	tinue
	until final fisc	al vear 2007 ap	propriations are e	nacted	and	allocated to	the	
	program(s) fundi	ng this order.	In the event that	a cont	nu	ng resolutio	h is no	ot
	extended before	a permanent app	ropriation is enac	tled, it	may	be necessar	∤ to c∈	ease
	performance unde	r this order, u	nless it has been	determi	ned,	and notific	ation 1	. S
	given by a cogni	zant Contractin	g Officer, that al	l or pa	ft (or these serv	ces ar	:e
	essential to the	safety of huma	n life or the prot	ection	PI I	public proper	19C 13/	121
	accordance with	the emergency p	rovisions of the A iations will not o	dver th	1 +	tal obligati	bn (s)	inder
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Appendix A FY 2007 Estimated Requirement / Cost

<u>REQUIREMENT:</u> The FY 2007 estimated requirement for aerial photography flown by the Shrike/Citation is 8 Sectionals: Memphis, El Paso, Dallas-Ft. Worth, Omaha, Kansas City, Green Bay, St. Louis, and Seattle. Also, Atlanta if not completed in FY06.

COST: The associated cost is approximately \$119,783.00 per NOAA-AOC estimate dated 4 August 2006. See Article 8, Funding and Payment for guidance and terms.

DELIVERY BY: September 30, 2007.

<u>REPORTS</u>: A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each quarter. The report shall identify the Sectional Chart, the number of photo sites completed, and the number of photos taken.

Appendix A Modifications – Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject of Article 14.

Revised 8/17/2006

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan

Title/Office: Manager, NACO Aeronautical Information Sub-Team

AJW-3531, Station 5631

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Silver Spring, MD 20910

Phone: 301-713-2817

Fax: 301-713-4489

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351A, Station 3507

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Silver Spring, MD 20910

Phone: 301-713-2626 x166

Fax 301-713-4587

e-mail: Kelly.S.Cash@faa.gov

FAA Contract Administration

Name: Judy A. Queen

Office: FAA, Aeronautical Center, AMQ-340

Aviation, Medical and Training Acquisition

Division, MPB, RM 369

Address: PO Box 25082

Oklahoma City, OK 73125

Phone: 405-954-7838

Fax: 405-954-0042

e-mail: Judy.A.Queen@faa.gov

NOAA Program Office/Technical Officer

Name: Lieutenant Douglas E. MacIntyre

Title/Office: NOAA Marine and Aviation Operations,

Aircraft Operations Center, AOC-2

Address: PO Box 6829

MacDill AFB, FL 33608-0829

Phone: 813-828-3310 ext 3114

Fax: 813-828-3266

E-Mail: Douglas.MacIntyre@noaa.gov

Federal Aviation Administration	Award i	for Supplies or Serv	?S	Page 1 of 1
Date of Award: 26-AUG-2002 Date of Revision:	Contract Number (if any): DTFA0202X14170	Award No. (if any): DTFA0202X14297		
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- to i= t = oti	Distribution: T viscount Terms: due in 30	Issuing Office (Address 6973H5 FAA AERO CEN AVIATION,MED&TRNO PO BOX 25082 OKLAHOMA CITY, OK	TER AMQ-300 G ACQ DIV.MPB,RM369 M	
PURCHASER NAME AND F Brent D Foreman 405–954–7894	PHONE NO:	TOTAL AMOUNT OF	ORDER/AWARD:	\$56,743.87
IMPORTANT: Contractor ☐ i	s, 🏌 is not required to sign this o	document and return copie	es to the issuing office.	OMB 2120-0595
NAME AND TITLE OF PERSOBY:	ON AUTHORIZED TO SIGN: DATE SIGNED:	UNITED STATES OF A NAME OF CONTRAC BY Brent D Forman	CMGOFFICER:	26-2002 signed:
Line Description 1 NOAA-AOC aerial photogra FAA-AVN's Visual Flight Ir (VFIP). InterAgency Agreem Foreman	spection Program	Quantity UOM 1.00 US Dollar	Unit Price \$56,743.87	LI Total \$ \$56,743.87
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INTERAGENCY AGREEMENT DTFA02-02-X-14170 BETWEEN THE FEDERAL AVIATION ADMINISTRATION AVIATION SYSTEMS STANDARDS AND

DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AIRCRAFT OPERATIONS CENTER

ARTICLE 1. PARTIES

The parties to the Agreement are the Federal Aviation Administration, Aviation Systems Standards (FAA-AVN), and the Department of Commerce (DOC), National Oceanic and Atmospheric Administration, Aircraft Operations Center (NOAA-AOC).

ARTICLE 2. LEGAL AUTHORITY

This agreement is entered into, by FAA, under the authority of the Federal Aviation Act of 1958, 49 U.S.C. 106(1)(6), and 106(m), which authorizes agreements and other transactions on such terms and conditions as the FAA Administrator determines necessary. In addition, specific authority is provided to the head of another Federal agency to make available the services, equipment, personnel, and facilities of the Federal agency to the FAA Administrator.

This agreement is entered into, by NOAA-AOC, under the authority of 33 USC Sec 883a, to provide charts and related information for the safe navigation of marine and air commerce, and to provide basic data for engineering and scientific purposes and for other commercial and industrial needs, the Secretary of Commerce, is authorized to conduct the following activities:

- (1) Hydrographic and topographic surveys:
- (2) Tide and current observations;
- (3) Geodetic-control surveys;
- (4) Field surveys for aeronautical charts;
- (5) Geomagnetic, seismological, gravity, and related geophysical measurements and investigations, and observations for the determination of variation in latitude and longitude.

The authority of 33 USC Sec 883e where (1) The Secretary of Commerce is authorized to enter into cooperative agreements with, and to receive and expend funds made available by, any State or subdivision thereof, and Federal Agency, or any public or private organizations, or individual, for surveys or investigations authorized herein, or for

performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof. (2) The Secretary of Commerce is authorized to establish the terms of any cooperative agreement entered into under this section, including the amounts of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including ship time and personnel expenses, which the Secretary determines represents the amount of benefits derived by the Administration from the cooperative agreement.

ARTICLE 3. SCOPE

- a. Purpose: NOAA-AOC agrees to provide personnel, equipment, and aircraft in performance of aerial photography services for FAA-AVN.
- b. Goals and Objectives: NOAA-AOC will support FAA-AVN's Visual Flight Inspection Program (VFIP) mission until FAA-AVN acquires the necessary equipment and /or capability to support the program in-house.
 - c. Roles and Responsibilities:

FAA-AVN will identify requirements based on anticipated locations and quantity of photographs. See Appendix A.

NOAA-AOC will provide a two-part cost estimate:

- 1. Aircraft Operations Center -- AOC agrees that sufficient staffing, equipment, and logistical resources are available to provide a full range of services. The estimate includes costs for crew salaries, travel, fuel, aircraft maintenance, etc. Aircraft type(s) will be identified in addition to the projected flight hours by missions.
- 2. Photography Services -- The estimate includes film purchase and photo processing costs.

ARTICLE 4. DELIVERY/PERFORMANCE RESERVED.

ARTICLE 5. REPORTING REQUIREMENTS RESERVED

ARTICLE 6. RELEASE OF TECHNICAL DATA

Subject to legal requirements, including the Freedom of Information Act, no information, oral or written, concerning the results of conclusions made pursuant to this Agreement shall be published or released to the public without the prior written approval of the FAA Contracting Officer.

ARTICLE 7. POINTS OF CONTACT

Points of contact for each party to this Agreement are identified in the current issue of Appendix B.

ARTICLE 8. FUNDING AND PAYMENT

a. Funding:.

- 1. The FAA shall reimburse to the NOAA-AOC for actual costs incurred in providing the products and services furnished during the effective period of performance. This agreement shall be funded by fiscal year.
- 2. Funding must be obligated by the FAA and NOAA-AOC in the fiscal year which it is appropriated.
- 3. The FAA Technical Officer shall be notified at least 60 days prior to termination of the program by NOAA-AOC, when/if the funding allocation is not sufficient to provide the products and services as requested by FAA. The continuation of the program will then be subject to the availability of additional funds from the FAA.
- 4. Upon termination or expiration of this Agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned to the FAA.
- 5. Appendix A Modifications Ninety days prior to the start of each successive fiscal year, NOAA-AOC will provide the FAA a new cost estimate for the upcoming fiscal year, to accomplish the responsibilities set forth in Article 2,k above. Should there be a failure to agree on a mutually acceptable cost estimate, this agreement may be terminated subject to Article 13.
- b. Payment shall be made through the On-Line Payment and Collection (OPAC) System:
- 1. On a quarterly basis, NOAA-AOC will initiate payment for this program via the OPAC system. Any OPAC, in whole or in part, that exceeds the funding limit identified in the FAA delivery order, or its written modification(s), will be charged back to the NOAA-AOC.
- 2. NOAA-AOC shall forward a copy of each OPAC, with supporting documentation, to the FAA as follows:
 - A. FAA Program Office/Technical Officer (see Appendix B)

B. FAA, Mike Monroney Aeronautical Center Accounts Payable Branch, AMZ-110 PO Box 2582 Oklahoma City, OK 73125

NOTE: Supporting documentation will include a written account of the year-to-date obligations/expenditures for this program. The Technical Officers are responsible for mutually determining the appropriate line item details.

- 3. A properly executed OPAC shall cite the following information:
 - A. FAA ACL 69001104
 - B. Interagency Agreement Number
 - C. FAA-AVN Fund Site
 - D. Fiscal Year
- 4. The online transaction will be received by the FAA's Cash Operations Branch (AMZ-2A) for internal processing.

ARTICLE 9. LIMITATION OF FUNDS

The FAA's liability to make payments to NOAA-AOC is limited to the amount of funds obligated herein, including written modification to this Agreement and/or appendices.

ARTICLE 10. APPROVAL OF PRIME CONTRACT/MODIFICATIONS

Reserved

ARTICLE 11. CHANGES, MODIFICATIONS

- a. Changes and/or modification to this Agreement or appendices shall be in writing. The amendment must outline in detail, the exact nature of the change, and be signed by both parties. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All request for interpretation or modification shall be in writing.
- b. The FAA Technical Officer identified in Appendix B is responsible for the technical administration of this Agreement. The FAA Technical Officer is not authorized to make any changes to impact the cost, schedule or performance of the Agreement without the written consent of the FAA contracting Officer.

ARTICLE 12. ORDER OF PRECEDENCE

This Agreement and current appendices shall be read and interpreted as a consistent whole.

ARTICLE 13. PROTECTION OF INFORMATION

Subject to legal requirements, including the Freedom of Information At, 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.

ARTICLE 14. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disputes through good faith negotiations, both parties mutually covenant and agree to appoint program managers to represent their respective parties for the purpose of resolving dispute(s) that may arise as a result of this Agreement. If a dispute(s) cannot be resolved, the party initiating the dispute may choose to revoke this Agreement in accordance with Article 15, or provide a written request to the next highest level of authority to arbitrate the dispute(s). A written request to resolve the dispute(s), must contain a concise synopsis of the dispute(s), and be accompanied by a copy of the original Agreement and all amendments. Any request to resolve a dispute shall not exceed the level of authority of the signatures affixed herein.

ARTICLE 15. TERMINATION

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 dates) 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 obligation, which might require payment.

ARTICLE 16. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of last signature ad shall continue in effect until September 30, 2005, or until earlier terminated by the parties, as provided herein.

Appendix A FY 2002 Estimated Requirement / Cost

REQUIREMENT: The FY 2002 estimated requirement for aerial photography is two sectionals:

Washington DC Sectional 90 photo sites; 360 total photos Charlotte NC Sectional 116 photo sites; 464 total photos

<u>COST</u>: The associated cost is \$56,743.87 per NOAA-AOC estimate, dated August 16, 2002. See Article 9, Funding and Payment, for guidance and terms.

DELIVERY: September 30, 2002

Appendix A Modifications - Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject to Article 13.

Appendix A FY 2004 Estimated Requirement / Cost

<u>REQUIREMENT</u>: The FY 2004 estimated requirement for aerial photography flown by the Shrike/Turbo Commander is ten sectionals: Green Bay, Chicago, Lake Huron, New York, El Paso, San Antonio, Jacksonville, Atlanta, Kansas City, and Cincinnati.

<u>COST</u>: The associated cost is approximately \$140K per NOAA-AOC estimate, dated July 13, 2004. See Article 8, Funding and Payment, for guidance and terms.

DELIVERY BY: September 30, 2005.

<u>REPORTS</u>: A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each quarter. The report shall identify the Sectional chart, the number of photo sites completed, and the number of photos taken.

Appendix A Modifications - Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject to Article 14.

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

Name: John T. Brennan

Title/Office: Manager, NACO Aeronautical Information Branch

AVN-511, Station 5631

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Fax: 301-713-4489

E-Mail: John.T.Brennan@faa.gov

FAA/NACO Financial Management

Name: Laura Howe

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Phone: 301-713-2626 x166

Fax 301-713-4587

e-mail: Laura.M.Howe@faa.gov

FAA Contract Administration

Name: Brenda Holmes

Office: FAA, Aeronautical Center, AMQ-340

Aviation medical and Training Acquisitions

Division, MPB, RM 369

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Oklahoma City, OK 73125

Phone: 405-954-7850

Fax: 405-954-0042

e-mail: Brenda.G.Holmes@faa.gov

NOAA Program Office/Technical Officer

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MacDill AFB, FL 33608-0829

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Fax: 813-828-3266

E-Mail: bob.w.maxson@noaa.gov