

**MASTER ADMINISTRATIVE AGREEMENT
BETWEEN THE
UNIVERSITY OF ALASKA FAIRBANKS
AND
CONTRA COSTA COUNTY, CALIFORNIA**

This Master Administrative Agreement (“Agreement”) is dated as of _____, 2020, and is between the University of Alaska Fairbanks, in Fairbanks, Alaska (the “University”), and Contra Costa County, a political subdivision of the State of California (“County”).

RECITALS

- A. The University operates the Alaska Center for Unmanned Aircraft Systems Integration (ACUASI), which is also known as the Pan-Pacific UAS Test Range Complex. The ACUASI is one of seven sites in the United States designated by the Federal Aviation Administration (FAA) for testing unmanned aircraft system (UAS).
- B. The County owns and operates two public airports, Buchanan Field Airport (“Buchanan”), in Concord, California, and Byron Airport (“Byron”), in Byron, California.
- C. The purpose of this Agreement is to create a partnership between the University and the County that will enable Buchanan and Byron to be members of the ACUASI, making Buchanan and Byron available for use by third-parties for UAS-related testing, research and educational purposes in coordination with the University. It is expected that the University and the County will use various electronic and printed media to promote this partnership.
- D. When the University or the County are approached by a third-party interested in conducting testing at Buchanan Field or Byron airports they should begin with the County to ensure they meet specific operational requirements. Once those requirements have been met the third-party will be directed to the University to coordinate securing all necessary FAA airspace/flight operation authorizations.
- E. In order to conduct UAS-related testing, research and educational activities with the assistance of the University at Buchanan or Byron, the third-party entity must enter into (i) a memorandum of agreement with the University, under which the third-party entity agrees to reimburse the University for costs associated with completing the FAA airspace testing process, i.e. acquiring a Certificate of Authorization (COA), a sample of which is attached hereto as Exhibit A, and (ii) a temporary use permit with the County, allowing for the use of Buchanan or Byron, a sample of which is attached hereto as Exhibit B.

The University and the County therefore agree as follows:

AGREEMENT

1. TERM:

This Agreement commences on March 10, 2020, and continues for one year. This Agreement will automatically renew for subsequent annual periods, unless terminated in accordance with Section 6.

2. PRINCIPAL CONTACTS; SITE VISITS

The principal contact for the County is Keith Freitas, Director of Airports. The principal contact for the University is Dr. Catherine Cahill, Director ACUASI.

The principal contacts will be in contact by telephone as needed. The principal contact for the University and relevant team members may visit the County-owned airport where UAS-related activity is being conducted by a third-party. University personnel must comply with all safety requirements imposed by the County during any such visit.

3. INSURANCE

Throughout the Term, the County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If requested, the County shall provide the University with a letter of self-insurance affirming the existence of the self-insurance program.

The University shall maintain in full force and effect, at its sole expense, a general self-insurance program with the same minimum coverage as that required of County above. If requested, the University shall provide the County with a letter of self-insurance affirming the existence of the self-insurance program.

4. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold the other party, its officers, regents, faculty, trustees, directors, agents and employees, harmless from and against all losses, liabilities, demands, suits, judgments, and claims, including reasonable attorneys' fees through appellate level, to the extent that such losses, liabilities, demands, suits, judgments, claims or fees are caused by the negligence of the indemnifying party, persons under its control, its employees, servants or agents (the "Indemnifying Party"), in performing its obligations under this Agreement.

Indemnification provided for in this section shall survive the termination or expiration of this Agreement.

5. THIRD-PARTY AGREEMENTS

The University will work directly with any third-party entity desiring to work with ACUASI. The University has the sole authority to determine whether the University will assist the third-party entity with the FAA airspace approval processes. All fees associated with this work will be paid directly to the University.

The County will work directly with any third-party entity desiring to conduct UAS-related testing, research and educational purposes in coordination with the University at Buchanan or Byron. The County has sole authority to determine whether to allow use of Buchanan or Byron. All fees associated with this work will be paid directly to the County.

6. TERMINATION

Either party may terminate this Agreement upon 30 days' advanced written notice to the other party.

7. AGREEMENT MODIFICATIONS

This Agreement may be modified only by a writing signed by both parties.

8. NOTICES

Any notices under this Agreement must be sent in writing to the representatives listed below by certified mail, return receipt request, or by a recognized overnight courier such as Federal Express. If any party to this Agreement changes its address, notice of the address change is to be delivered to the other party in accordance with this section.

For the University of Alaska Fairbanks (Administrative):

Rosemary Madnick
Executive Director, Office of Grants and Contracts Administration
PO Box 757880, WRRB 008
Fairbanks, Alaska 99775-7880
Phone: (907) 474-7301
UAF-OGCA@ALASKA.EDU

For the University of Alaska Fairbanks (Technical/Programmatic):

Cathy Cahill, PhD
Director, ACUASI
2160 Koyukuk Drive
PO Box 757320
Fairbanks, Alaska 99775
Phone: (907) 455-2016
cfcahill@alaska.edu

For Contra Costa County (Administrative/Technical/Programmatic):

Keith Freitas
Director of Airports
Contra Costa County Airports
550 Sally Ride Drive
Concord, CA 94520
Phone: (925) 681-4205 Fax: (925) 646-5731
keith.freitas@airport.cccounty.us

9. USE OF NAME

Neither party may make (or have made on its behalf) any oral or written release of any statement, information, advertisement, or publicity in connection with this Agreement that uses the other party's name, symbols, or trademarks without the other party's prior written approval, which approval may be granted by an email from the principal contact.

10. RELATIONSHIP OF PARTIES

The parties to this Agreement are independent contractors and nothing in the Agreement may be construed to be inconsistent with that relationship or status. Nothing contained in this Agreement may be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.

11. HEADINGS

The paragraph headings contained in this Agreement are for reference purposes only and may not be used to affect the meaning or interpretation of this Agreement.

12. WAIVER

The waiver by any party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach of the same or other provision.

13. COMPLETE AGREEMENT

The parties are not relying upon any promises, understandings, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth in this Agreement. This Agreement is a complete integration and constitutes the entire agreement of the parties with respect to this subject matter and supersedes any prior agreement pertaining to its subject matter.

14. SEVERABILITY

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement will remain in full force and effect.

15. SIGNATORY AUTHORITY

Each signer below warrants that he or she has authority to sign on behalf of and bind the respective Party.

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first above written.

University of Alaska Fairbanks

County of Contra Costa

Rosemary Madnick
Executive Director, Office of Grants and
Contracts Administration

Keith Freitas
Director of Airports