City of Benson
City Council Communication

Regular Meeting **January 8, 2018**

To: Mayor and Council Agenda Item # 2

From: William D. Stephens, City Manager

Subject:

Discussion and possible action regarding Resolution 1-2018 of the Mayor and Council of the City of Benson, Arizona, declaring its intention to partner with and appointing Aerospace Arizona Association, Inc., as its duly authorized agent to apply for FAA Unmanned Aircraft Systems Integration Pilot Program and the continuing coordination and encouragement of UAS Operations at Benson Airport

Discussion:

Mignonne Hollis, the Executive Director of the Arizona Aerospace Association is requesting approval for Resolution 1-2018 and the corresponding MOU declaring the City's intention to partner with and appoint Arizona Aerospace Association Inc., as its duly authorized agent to apply for FAA unmanned aircraft systems (UAS) integration pilot program and act as our agent for the continuing coordination and encouragement of UAS operations at the Benson Airport.

As a result of their UAS industry contacts, the Arizona Aerospace Association Inc., has had numerous inquiries and requests to commit to and conduct operations and testing for UAS at the Benson, Arizona Airport. Council's approval of this request will help the airport to create revenue generating activity from the UAS operations and testing activity.

Staff Recommendation:

Approval of Resolution 1-2018

RESOLUTION 1-2018

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, DECLARING ITS INTENTION TO PARTNER WITH AND APPOINTING AEROSPACE ARIZONA ASSOCIATION, INC., AS ITS DULY AUTHORIZED AGENT TO APPLY FOR FAA UNMANNED AIRCRAFT SYSTEMS INTEGRATION PILOT PROGRAM AND THE CONTINUING COORDINATION AND ENCOURAGEMENT OF UAS OPERATIONS AT BENSON AIRPORT

WHEREAS, the United States Department of Transportation has announced a new program that encourages State, local, and tribal governments, in partnership with Unmanned Aerial Systems (UAS) operators and other private sector stakeholders, to conduct advanced operations safely and with public support in affected communities;

WHEREAS, as State, local, and tribal governments, and any partnered stakeholders, with guidance from the Federal Aviation Administration (FAA), will propose and define operational concepts and determine how to manage them at the local level under the safety oversight role of the FAA;

WHEREAS, organizations interested in applying or participating for these grants must follow the procedures set forth in the agency's Screening Information Request (SIR), and the procedures set forth in the SIR, which require in part that the Lead Applicant be a State a Local or Tribal Government like the City of Benson;

WHEREAS, Aerospace Arizona Association, Inc., is qualified to work with UASs as a private partner and is willing to do so to coordinate, encourage and create UAS opportunities for the Benson Municipal Airport; and

WHEREAS, Aerospace Arizona Association, Inc., proposes to enter into an agreement that will formalize the relationship required to apply for this Section 5311 grant funding and allow the parties to carry out the purposes of the grant program in harmony;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the City Manager is hereby authorized and directed to work with the Aerospace Arizona Association, Inc., as the City's partner to apply to and, if awarded, accept Section 5311 grant funding related to advanced operations safely and with public support in affected communities through the FAA and/or USDOT;

BE IT FURTHER RESOLVED The City hereby directs the City Manager to continue working with Aerospace Arizona Association, Inc., in accordance with the procedures set forth in the SIR and in satisfaction of any terms of the (successful) grant, and to continue to work with Aerospace Arizona Association, Inc. in the ongoing encouragement, coordination and development of continuing UAS opportunities; and

BE IT FURTHER RESOLVED approving the form of the Memorandum of Understanding presented to the Mayor and Council for approval and attached hereto as Exhibit 1.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 8th day of January, 2018.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MESCH CLARK ROTHSCHILD
By GARY J. COHEN
City's Attorney

MEMORANDUM OF UNDERSTANDING
Between
Aerospace Arizona Association, Inc.
and
The City of Benson

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between: Aerospace Arizona Association, Inc. having a place of business at 750 E. Bartow Drive, Suite 16, Sierra Vista, AZ 85635 ("**AGENT**"), and the City of Benson, Arizona ("**CITY**'"), a municipality established by the laws of the State of Arizona, having a place of business at 120 W. Sixth Street Benson, Arizona 85602.

WHEREAS, **AGENT** and **CITY** have in common the desire to facilitate the **CITY's** participation in the announced new pilot program that encourages State, local, and tribal governments, in partnership with UAS operators and other private sector stakeholders, to conduct advanced operations safely and with public support in affected communities; and

WHEREAS, all organizations interested in applying or participating in such program must follow the procedures set forth in the agency's Screening Information Request (SIR); and

WHEREAS, the procedures set forth in the SIR require that the Lead Applicant be a State a Local or Tribal Government; and

WHEREAS, the **CITY** has accepted **AGENT's** qualifications to coordinate, encourage and create UAS opportunities for the Benson Municipal Airport and facilitate **CITY's** registration as the Lead Applicant under the procedures set forth in the SIR; and

WHEREAS, the **Mayor and Council** directed that the **City** work with **AGENT** to continue to work closely together in submitting the SIR and in the ongoing encouragement, coordination and development of continuing UAS opportunities;

NOW, THEREFORE, in reliance on the commitments and obligations set forth herein, the parties mutually understand and agree as follows:

Recitals. The Recitals set forth above are material, reflect the Parties' understanding and are incorporated herein by reference.

Purpose. **AGENT** and **CITY** agree that the parties shall work closely together in submitting the SIR and in the ongoing encouragement, coordination and development of continuing UAS opportunities.

Period of Performance. This MOU will have an effective date of as of the date it is adopted by the Mayor and Council and will end on September 8, 2022. This MOU may be amended or extended at any time by mutual written consent of both parties.

Key Personnel. The following persons have been identified to represent the Parties to discuss and lead the implementation of the areas of cooperation as specified under this MOU:

For **CITY**:

William Stephens, City Manager;

Brad Hamilton, P.E., Public Works Director and Airport Manager; and

Dave Thompson, Airport coordinator

For **AGENT**:

Mignonne Hollis,
Executive Director

Agency. **CITY** agrees to permit **AGENT's** representatives to confer as necessary with **CITY's** Key Personnel and to work cooperatively with them in **CITY** facilities in the ongoing encouragement, coordination and development of continuing UAS opportunities. The **CITY** Manager shall work with AGENT to pursue the SIR. It is understood and agreed that **AGENT's** representatives shall not direct, or control, the work performed by **City's** Key Personnel.

Participation in Similar Activities. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations and individuals.

Confidentiality. It is contemplated that the work of this MOU can be carried out without disclosing any of **AGENT's** confidential information to **CITY**. However, should it become necessary to disclose **AGENT's** confidential information, **AGENT** will notify **CITY** in advance and in writing. **AGENT's** confidential information will be clearly marked as such in writing. If information is orally disclosed which is deemed or desired to be confidential, such confidential information must be reduced to writing by **AGENT** within thirty (30) days of oral disclosure and provided to **CITY**. **AGENT** acknowledges that the **CITY** may have obligations under Arizona's Public Records Laws to disclose information in its possession.

Termination. Either party may terminate this MOU upon ninety (90) days advance written notice to the other party.

Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the parties shall consult and negotiate with each

other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Non-Fund Obligation Document. This MOU is neither a fiscal nor a funds obligation document nor is either party granting rights to the other with respect to intellectual property. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate authority. Each party shall be fiscally responsible for its own portion of work performed in furtherance of the Grant requirements.

Service Marks and Trademarks. Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

Notices. Whenever any notice is to be given hereunder, it will be in writing and will be sent by U.S. Postal Service, first class, facsimile or e-mail. Addresses are as follows:

CITY:
William Stephens, City Manager
120 W. Sixth Street
Benson, Arizona 85602.
Email: wstephens@bensonaz.gov

AGENT:
Mignonne Hollis
750 E. Bartow Drive, Suite 16
Sierra Vista, AZ 85635 Email:
hollism@aredf.org

Counterparts. This MOU may be executed in counterparts, including by the exchange of pdf signature pages, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.

Merger. This MOU is the final integration and merger of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.

In witness whereof, the Parties have agreed to the terms and conditions of this MOU as of the 8th day of January, 2018:

AGENT

_____
Mignonne Hollis
Executive Director

CITY

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MESCH CLARK ROTHSCHILD
By GARY J. COHEN
City's Attorney