

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF ENERGY  
AND THE  
FEDERAL AVIATION ADMINISTRATION  
FOR

RADAR CONNECTION AND DATA FEED

DE-GM52-2004NA77127

Effective Date: April 15, 2004

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1. Scope

- a. This Memorandum of Agreement covers the requirements for the provision of radar data, use of radar data, and installation, use and maintenance of the System.

2. General

- a. The parties to this agreement are:

- (1) The Federal Aviation Administration, Amarillo Air Traffic Control Tower Facility, hereinafter called "FAA" or "AMA ATCT".
- (2) The Federal Aviation Administration, Amarillo System Support Center, hereafter called "FAA" or "AMA SSC".
- (3) The U. S. Department of Energy, Pantex Site Office, hereinafter called "DOE" or "PXSO".

- b. The AMA ATCT Manager, Amarillo SSC Supervisor, and the PXSO Manager will review the currency of, and continuing need for, this MOA every two years from the date of signing and jointly revise or terminate as required.

3. Administration.

- a. Whenever feasible, public disclosure of information, e.g., pursuant to the Freedom of Information Act (FOIA) (5 U.S.C. 552), to which this MOA applies shall only be made after coordination with representatives of the other agency. When prior coordination cannot be accomplished, the releasing party shall notify the other party of what information was released as soon as possible after such release.
- b. This MOA may be amended by written agreement between DOE and the FAA. This

MOA may be terminated by either party upon 90-day written notice to the other parties.

- c. This MOA shall become effective upon April 15, 2004, or upon the latter date of signature of the parties. Unless terminated sooner, it shall remain in effect for a 6-year term from the effective date.

#### 4. Program Funding:

- a. This MOA shall not be used to obligate or commit funds or as the basis for the transfer of funds.

#### 5. Radar Connection & Feed

PXSO has requested that the FAA provide access to certain radar data to support enhanced communication with AMA ATCT on security issues. The FAA agrees to provide and allow PXSO to use ASR-8 radar data, as set forth in this Agreement. The parties enter this memorandum of agreement pursuant to 49 United States Code (USC) Section 106 (l) 6.

- a. Description.

- (1) The type of data being requested is real time primary and secondary radar data (video and triggers) from the AMA ATCT ASR-8 radar. Data requested is to be sent via modem to the Pantex Plant. Data acquisition will be accomplished by installing a TDX-2000 track data extractor from Sensis Corporation to the AMA ATCT ASR-8 system. PXSO will procure and install the digitizer, modem, and set up necessary communication phone line (reference attached connection interface diagram). The equipment installed will not affect or degrade existing radar services at the AMA ATCT.

- b. FAA Responsibilities.

- (1) Modifications to FAA equipment and systems should ensure continued reliable compatibility with PXSO owned equipment. However, this in no way prohibits the FAA from completing routine maintenance, required modifications, or agency directed upgrades to FAA equipment.
- (2) Service interruptions may occur due to operational necessity, safety and security concerns, and/or hardware failure. AMA ATCT shall not be held responsible or retain any legal obligation as to the accuracy, validity, or continued availability of the data.
- (3) The FAA shall provide access to 110v power for PXSO equipment. Power requirements for PXSO installed equipment are expected to be minimal with insignificant cost impact.

- c. PXSO Responsibilities

- (1) All equipment to be installed and operated at AMA ATCT will be subject to FAA approval.

- (2) All data recorded at PXSO is for internal use only and will be managed and maintained with a minimum classification of "Official Use Only" (OUO) or "Unclassified Nuclear Information" (UCNI).
- (3) PXSO shall not release any data or information without coordination with AMA ATCT in accordance with paragraph 3.a of this MOA.
- (4) PXSO shall not release these data for use by law enforcement agencies or for use in any civil litigation, absent Court Order in any civil litigation, except pursuant to court order.
- (5) PXSO shall not release these data if advised by the AMA ATCT that the data received contain information relating to an aircraft incident.
- (6) PXSO shall not use these data for legal action involving noise abatement regulation enforcement.
- (7) Indemnification by the PXSO. PXSO agrees to indemnify and hold harmless the FAA, its agencies, officers, and employees, from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including all costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the FAA, its agencies, officers, and employees, arising out of the FAA providing this data, and arising out of acts or the omissions of PXSO, its agents, contractors, or employees by reason of damage to, destruction of, misappropriation, or loss of property of the FAA, its officers, employees and agents arising out of the act of omissions of PXSO, its employees, and agents under this agreement, whether or not caused or contributed to by negligence on the part of PXSO, or its agents.
- (8) PXSO shall pay the installation cost and any monthly fees for the dedicated communication line used to feed the radar data to the Pantex site. PXSO will maintain all PXSO installed equipment pursuant to this MOA up to the interface point with FAA equipment. All PXSO personnel and contractors shall possess, as a minimum, "secret" level security clearances.
- (9) PXSO agrees that any property of the FAA damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by PXSO to the satisfaction of the AMA SSC contracting officer or in lieu of such repairs or replacement, PXSO shall, if so required by the contracting officer, pay to the AMA SSC money in an amount sufficient to compensate for the loss sustained by the FAA by reason of damage to or destruction of FAA property.
- (10) PXSO shall not release raw, unprocessed FAA data to the public, unless required by law; however, PXSO may publicly release reports and analyses derived from the data, such as average flight trajectories and average flight events over a given point or track during designated time periods, as well as other derived data of a similar nature subject to the provisions of all other paragraphs of this agreement. At FAA's request, copies of all reports shall be provided to FAA. If any information is released, coordination will be made with the FAA prior to release in accordance with paragraph 3.a and 5.c. (2) of this

MOA.

6. Interagency Communications.

a. PXSO shall direct written communications to:

Manager  
Amarillo ATC Tower  
2000 English Road  
Amarillo, TX 79108-7513

Supervisor  
Amarillo Systems Support Center (SSC)  
1920 English Rd.  
Amarillo, TX 79108-7512

b. The FAA shall direct written communications to:

National Nuclear Security Administration  
Pantex Site Office  
P.O. Box 30030  
Amarillo, TX 79120-0030

7. Data Covered By This Agreement.

Real time primary and secondary radar data (video and triggers) from the Amarillo ATCT ASR-8 radar.

8. System Review.

The parties to this MOA agree to conduct a review, at the request of other parties, to determine whether the system is operating in accordance with the MOA specifications and to examine the need for modifications to this Agreement or to the operation of the system. The parties will coordinate the location, time, and agenda of the review sessions.

FEDERAL AVIATION  
ADMINISTRATION

DEPARTMENT OF ENERGY/NNSA

By:

Albert R. Culp  
Albert R. Culp  
Manager, Amarillo ATCT Tower  
U. S. Federal Aviation Administration

By:

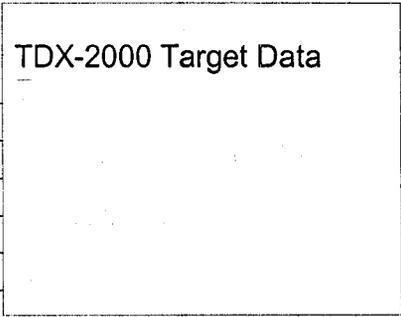
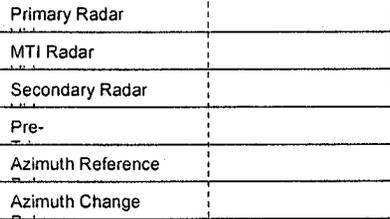
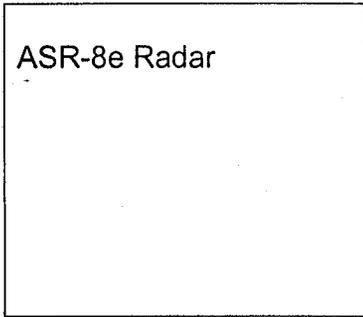
Daniel Glenn 4/19/04  
Dan Glenn  
Area Manager, Pantex Site Office  
U. S. Department of Energy/NNSA

Date:

4/19/2004

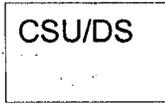
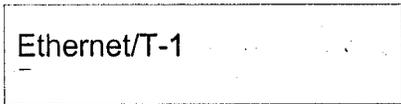
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FAA                      →                      ←                      PXSO OWNED



ALL ISOLATED

FAA to ADS SYSTEM BLOCK  
FEBRUARY 23,  
FAA



To Phone

**AMA/PXSO RADAR INTERFACE  
CONNECTION DIAGRAM**  
3/17/04