

Memorandum of Understanding
Between the
Colorado Aeronautical Board
And the
State Electrical Board

This Memorandum of Understanding (MOU), made this ____ day of _____ 2010, by and between the COLORADO AERONAUTICAL BOARD (CAB), and the STATE ELECTRICAL BOARD (Board), memorializes the arrangement and responsibilities between the two boards identified above as it pertains to sharing electrical inspection responsibility on state and federally funded airports in Colorado.

WHEREAS, the CAB is responsible for distributing state and federal monies for airport development projects and other aviation purposes. C.R.S. § 43-10-105.

WHEREAS, airport development projects may include airfield lighting, navigational aids and support systems, and airfield buildings (such as hangars, terminals, and related businesses).

WHEREAS, the Board is responsible for the inspection of “electrical installations” where local authorities are not providing such service. C.R.S. § 12-23-100.2.

WHEREAS, airport development projects may include “electrical installations.”

WHEREAS, the Board adopts the National Electrical Code as minimum standards when inspecting electrical installations. C.R.S. § 12-23-104.

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration (FAA), has published separate electrical standards for airfield lighting as well as navigational aids and support systems in the form of Orders, Regulations, and Advisory Circulars.

WHEREAS, The CAB and Board desire to delineate their separate responsibilities for conducting electrical inspections of airport development projects that are funded by the FAA or the State of Colorado.

NOW THEREFORE THE CAB AND BOARD AGREE AS FOLLOWS:

A. Colorado Aeronautical Board Responsibilities:

The CAB, through the Colorado Division of Aeronautics, will ensure that any federal or state funded airfield lighting or navigational aids and support systems development project complies with FAA Orders, Regulations, and Advisory Circulars from the lighting vault (airfield lighting equipment building) out onto the airfield. The CAB, through the Division, will further ensure that airport sponsors are obligated to provide a qualified full time resident project representative during construction/installation and to maintain airfield lighting or navigational aids and support systems in accordance with Federal Grant Assurances.

B. State Electrical Board Responsibilities:

The Board shall continue to inspect all other electrical installations, apparatuses, and equipment on airport development projects, including, without limitation, airfield buildings, as well as the electrical service for airfield lighting or navigational aids and support systems up to the lighting vault (airfield lighting equipment building).

C. Compensation:

The parties agree that neither is liable to the other for any costs or fees hereunder. Further, neither party shall be required to pay any compensation to the other party for any services rendered hereunder. The total encumbrance for this MOU is zero dollars. Nothing in this MOU shall be construed to place the personnel of any party under the control or employment of another party. Nothing in this MOU is intended to create or grant to any third party or person any right or claim for damages, or the right to bring or maintain any action at law.

D. Fiscal Information:

By this MOU, neither party incurs a direct financial obligation such that applicable law requires funds to actually be encumbered by the MOU therefor. Rather, sufficient funds for any financial obligations that indirectly result from this MOU shall be encumbered by parties under separate, subsequent, third-party agreements, through which the equipment and services described herein will actually be provided.

Financial obligations of the State of Colorado payable after the current year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

E. Term of MOU:

This MOU shall be effective from the date of full execution by the Chairman of the CAB, or his Designee, and shall continue indefinitely until terminated as provided herein.

F. Contacts:

For the CAB:

David C. Gordon, A.A.E.
Director
Division of Aeronautics
5126 Front Range Parkway
Watkins, Colorado 80137
303-261-4418

For the Board:

Mark E. Browne
Program Director
State Electrical Board
1560 Broadway, Suite 1350
Denver, Colorado 80202
303-894-2309

G. Termination for Cause:

If either party shall fail to fulfill, in a timely and proper manner, its material obligations under this MOU, the other party shall have the right to terminate this MOU for cause by giving written notice of such termination, at least thirty (30) days, before the effective date of such termination.

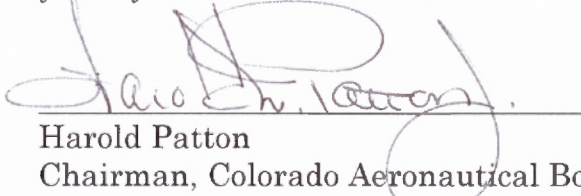
H. Termination for Convenience:

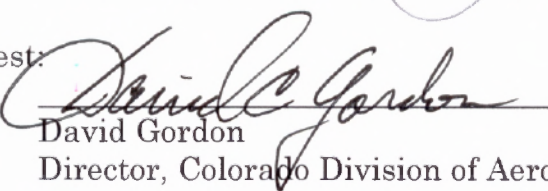
Either party may terminate this MOU at any time if it determines that the purposes of the MOU would no longer be served by completion of the work as identified under each party's Responsibilities. The party choosing to terminate shall effect such termination by giving written notice of termination to the other party at least thirty (30) days before the effective date of such termination.

I. No Third Party Beneficiary:


It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU shall be strictly reserved to the parties hereto. It is the express intent of the parties hereto that any person or entity, other than the parties to this MOU, receiving services or benefits under this MOU shall be deemed incidental beneficiaries only.

IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year first above written.

By  Date: 8/12/10
Harold Patton
Chairman, Colorado Aeronautical Board

Attest:
By  Date: 8/11/10
David Gordon
Director, Colorado Division of Aeronautics

By  Date: 7/26/10
Loren Priest
Chairman, State Electrical Board

Attest:
By  Date: 7/21/10
Mark E. Browne
Program Director, State Electrical Board