

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**



Aviation Weather Camera Program

**THIRD PARTY CAMERA IMAGE
HOSTING AGREEMENT**

November 10, 2023

Version 3.0

SIGNATURE PAGE

**AVIATION WEATHER CAMERA PROGRAM
THIRD PARTY CAMERA IMAGE HOSTING
AGREEMENT**

Dominic Coutches

Dominic Coutches 11/3/2023
Cameron Park Airport District
3374 Mira Loma Drive, Cameron Park CA, 95682

Daniel C. Pope, Program Manager
FAA Aviation Weather Camera Program, AJR-B2
222 W. 7th Ave, #14
Anchorage, AK 99513-7587

Date

TABLE OF CONTENTS

1. PARTIES.....	4
2. SCOPE	4
a. Purpose.....	4
b. Background	4
c. Roles and Responsibilities.....	4
d. Image and Image Hosting Requirements.....	4
e. Management and Performance Compliance.....	6
f. FAA Hosting Responsibilities	7
3. PROTECTION OF INFORMATION	8
4. INTELLECTUAL PROPERTY - RIGHTS IN DATA	8
5. CONSTRUCTION OF THE AGREEMENT	8
6. TERM OF AGREEMENT	9
7. TERMINATION OF AGREEMENT.....	9
8. DISPUTES	9
9. CHANGES AND MODIFICATIONS	9
10. FUNDING.....	9
11. OFFICIALS NOT TO BENEFIT	9
12. WARRANTIES.....	10
13. INSURANCE	10
14. LIMITATION OF LIABILITY.....	10
15. CIVIL RIGHTS ACT	10
16. POINTS OF CONTACTS (POC)	10

1. PARTIES

This agreement is entered into by and between the Image Provider (Cameron Park Airport District, O61) and the Federal Aviation Administration (FAA) Weather Camera Program Office (WCAM).

2. SCOPE

a. Purpose

This document formalizes an agreement between the FAA Weather Camera Program Office and the Image Provider to enable Image Providers to publish their weather-related camera images on the FAA's Weather Camera Network website: <http://weathercams.faa.gov/>.

This agreement also defines the roles and responsibilities of both parties and provides the requirements and guidelines necessary to properly conduct this third party image hosting service.

b. Background

The FAA WCAM serves to improve aviation safety and efficiency by providing weather camera images and textual weather data to aviation users via the FAA Weather Camera Program's free public websites.

These images enable pilots to make more informed decisions on whether it is safe to take flight or to continue on with their flight based on current weather conditions along their intended route. Pilots use the website to inform themselves of current conditions prior to flight and often obtain en route weather briefings via radio, from their company dispatchers or the FAA's Flight Service Station Specialists.

The FAA WCAM owns and maintains 230 camera facilities throughout Alaska at airports, along aviation routes, and in other locations where weather conditions are known to be problematic to pilots and dispatchers.

The WCAM now seeks to expand its camera services to the contiguous United States (CONUS) by hosting on its website Non-FAA owned camera images that exist throughout the CONUS, Alaska, and Hawaii at airports and other en-route locations where weather conditions are known to warrant the need for FAA weather camera services.

c. Roles and Responsibilities

The FAA WCAM provides and maintains the public websites and displays the images to the general public in a standardized format. The FAA provides image requirements, image formatting and display on its websites, and status monitoring. The Image Provider may be another government agency, a private party or business, or other entity. The Image Provider will own and manage its own cameras and will provide the maintenance and restoral actions as necessary to continue image provision.

d. Image and Image Hosting Requirements

The following information conveys the Conditions and Requirements necessary for

Image Providers to participate in the Non-Fed Image Hosting Program, and include the required procedures, technical specifications, documentation, performance criteria and service compliance necessary to participate in the Program.

Image Providers who are interested in publishing their weather-related camera images on the FAA's weather camera websites must agree to the terms and conditions of this agreement. Applicants will then submit a signed copy of this agreement as an application to participate in the FAA's Third-Party Image Hosting Program. Upon receipt of this signed agreement, a Program Office representative will contact the applicant to begin the process to review the images for acceptability and to obtain the information necessary to develop and format the images for publication on the FAA's Weather Camera websites.

The following information provides the terms and conditions of the Non-Fed Image Hosting service:

1. Image and Siting Criteria

- Image acceptance for purpose and quality will be determined by the FAA Weather Camera Program Office (WCAM)
- Up to four cameras may be hosted per each camera facility
- Camera image views must be oriented for aviation weather purposes as determined by the standards of the FAA WCAM
- Cameras should be set to provide images with a 4:3 image aspect ratio (640x480 or 1280x960 is preferred)
- Images must be provided in JPG format
- Camera image views will be set on the horizon to reveal approximately 70% sky, 30% terrain if possible
- A static IP address, a static URL, or designated collection point must be provided for image retrieval
- A minimum bandwidth of 56kbps is required for the transition of images
- The cameras will be physically 'Fixed' in position, with no pan, tilt, or zoom functionality
- In the case that images fall out of compliance with these hosting criteria, images will be removed from the site until compliance is reestablished.

2. Required Information

- The image owner will provide access information necessary to retrieve the images from an IP address, URL, or designated collection point.
- The latitude/longitude/elevation of the camera facility
- The direction the cameras are aimed, in bearings True North
- A site/facility name and related ICAO identifier if applicable
- Provider name (for attribution on web site "Images provided courtesy of <company/provider> ")

- Information necessary to develop annotated clear-day images
- Administrative and technical contact information (name/phone/email)
- Camera images containing private or confidential elements in the camera view will not be accepted, hosted, or published on the FAA WCAM websites. Please refer to Article 7 of this agreement.

3. Camera Performance Minimums

- Cameras must be capable of providing one image, every ten minutes, with no more than two dropped images per 60 minutes, or 7 dropped images per day.
- Image delivery to the designated collection point must be reliably maintained.
- Short-term and long-term outages of 24 hours or more must be coordinated with the WCPO.
- If not adequately coordinated, image outages exceeding 30 days' duration may result in the termination of the FAA WCPO Image Hosting service for the effected cameras or facility. Please refer to Article 7 of this agreement.

e. Management and Performance Compliance

The FAA Weather Camera Program Office owns and manages the operations of its websites, image collections, image formatting, and provides and enforces image collection performance standards as a part of its Third-Party Hosting Program as described in the Terms and Conditions of this agreement, in Article 2: Scope.

The FAA Weather Camera Program Office conducts regular oversight and monitoring of the Third-Party image-hosting service and provides automated image monitoring, trouble reporting, and outage notifications to the image owners. It also provides limited technical consulting and support to camera owners as requested.

In order to ensure the continued delivery of high image quality and availability of service to aviators and the flying public the FAA Weather Camera Program Office provides performance and outage-restoral metrics.

The FAA WCAM makes every effort to work with Image Owners to support their technical and operational needs. Image owners are encouraged to contact the WCAM to log Scheduled Outages for maintenance and other known periods when camera images will be unavailable for collection and presentation on the websites. The Image Provider is encouraged to communicate with the FAA WCAM to coordinate outage and restoral schedules and to ensure that the Image Hosting service is not terminated.

In the event that a camera system fails to provide images the FAA provides an automated outage notification by sending a message to the Image Owners notifying them of the camera outage and requesting their action to restore the service as soon as possible, or to contact the WCPO to log the system out of service for a specified period of time.

Where there is an unscheduled outage or break in the image collection process these automated notifications will be emailed to the Image Provider on the following schedule:

- One-day outage notification - request to restore service or schedule an outage
- 7-day outage notification - request to restore service or schedule an outage
- 15-day outage notification - request to restore service or schedule an outage
- 20-day outage notification - notice of pending Image Hosting Termination
- 30-day outage - Image Hosting and Hosting Agreement Termination

If the outage is not coordinated or restored to service after a 30-day period of time, the hosting service, and this Hosting Agreement, will be terminated. After a termination action, a new Hosting application and acceptance be required if the Image Provider wishes to reestablish the hosting services from that location.

f. FAA Hosting Responsibilities

1. The FAA agrees to make all reasonable efforts to keep its website and network of cameras operational and available to the public. However, the FAA does not guarantee continuous or uninterrupted service of the website.
2. Images will be retrieved every ten minutes for depiction of visual weather conditions.
3. The previous six hours of images will also be stored and provided as a “loop” of images.
4. In addition to publishing current images, a clear day image will also be displayed for comparison purposes. The FAA will annotate the clear day image with distances from the camera facility and elevations of visible distinguishable features, likely to include nearby mountains and buildings.
5. The weather camera Help Desk will provide technical telephone support to assist the Image Provider with camera restorals, camera alignment, setup and troubleshooting.
6. The FAA will make the final determinations as to the camera views, directions, and angles that will be provided on the websites.
7. The FAA will conduct camera performance monitoring and fault detection using an Automated Monitoring System. Outages will be logged and a notification will be emailed to the Image Provider stating the nature of the outage and a request to restore the image service as soon as possible or to contact the WCAM to schedule the outage and estimated restoral time.
8. The WCAM will place a statement on the Third Party image page indicating the image owners name or company. This statement will state “Images provided courtesy of (Image Provider name and Logo).” This will credit the Image Provider for providing this public service.

3. PROTECTION OF INFORMATION

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. See Article 2.d.2 above; images containing private or confidential elements will not be accepted, hosted, or published on the FAA WCAM websites.

4. INTELLECTUAL PROPERTY-RIGHTS IN DATA

All images fetched from the Image Provider by the FAA shall become the intellectual property of the FAA and may be used for any legal federal government purpose. The Government retains Government Purpose Rights in all data developed under this agreement. "Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, camera images, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to –

- a.** Use, modify, reproduce, release, perform, display, or disclose image data within the government without restriction; and,
- b.** Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

5. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C § 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

6. TERM OF AGREEMENT

This agreement is effective upon the last date of signature above and shall remain in effect until the end of the 36th calendar month following the month in which it was signed.

7. TERMINATION OF AGREEMENT

In addition to any other termination rights provided by this Agreement, 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 by giving the other party ten (10) days prior written notice of termination of this agreement and discontinuance of the hosting of images affected by this agreement.

8. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by termination of this agreement and the discontinuance of the Third-Party hosting of the images affected by the dispute. Please refer to Article 7 of this agreement.

9. CHANGES AND MODIFICATIONS

Any changes or modifications to this Agreement shall be made in writing and signed by the Weather Camera Program Office and the Image Provider. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

10. FUNDING

This agreement does not include any form of monetary consideration either to or from the FAA. The FAA is not committing any form of appropriated funds or other payments to the Image Provider. The Government is not obligated to make any payments or reimbursements to Image Provider for any reason as a result of this Hosting Agreement.

11. OFFICIALS NOT TO BENEFIT

This agreement incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the WCPO will make the full text available, or the Image Provider may obtain the full text via Internet at: <http://fast.FAA.gov> (on this web page, locate "Functions"; then select "Procurement toolbox").

**Procurement Guidance, T3.2.5, Contractor Ethical Guidance
(Revised 4/2013):**

Section 1: Officials Not to Benefit (10/96)

Section 2: Gratuities to FAA Personnel (4/08)

Section 3: Contingent Fees (4/08)

Section 5: Anti-Kickback (10/96)

12. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

13. INSURANCE

The Image Provider shall arrange by insurance or otherwise for the full protection of Image Provider from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by Image Provider, its employees, or contractors, or any third party acting on its behalf. The Image Provider agrees to hold the United States harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

14. LIMITATION OF LIABILITY

The FAA is not liable for any damages of any nature under this agreement. In no event shall the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

15. CIVIL RIGHTS ACT

Image Provider shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

16. POINTS OF CONTACTS (POC)

FAA Representative:

Daniel Cohl Pope
Federal Aviation Administration
Weather Camera Program Office
222 W. 7th Ave, #14
Anchorage, AK 99513 – 7587
Phone (907) 271-5349
Email: daniel.c.pope@faa.gov

Image Provider Representative:

Name: Dominic Coutches

Address: 3374 Mira Loma Drive, Cameron Park, CA 95682

Phone: 530-676-8316

Email Address: Manager@cameronparkairport.org