

**Memorandum of Understanding
*Aircraft Noise Mitigation Study***

This **Memorandum of Understanding** (“the Agreement”) is between Prince George’s County, Maryland (“PGC”), Fairfax County, Virginia (“Fairfax”), and the City of Alexandria, Virginia (“Alexandria”) and together with PGC and Fairfax (the “Parties”).

BACKGROUND

The Parties’ representatives are actively engaged with the Metropolitan Washington Airports Authority (“MWAA”) and the Federal Aviation Administration (“FAA”) as part of the MWAA Community Noise Working Group (“CWG”) to mitigate the community impacts of aircraft noise resulting from both departing and arriving flights at Ronald Reagan Washington National Airport (“DCA”).

The Parties agree that the services of a third-party contractor are necessary to identify, evaluate, and propose important mitigations to reduce aviation noise impacts on the Parties’ residents and communities near and south of DCA. Through its procurement process, Alexandria, with input from Fairfax and PGC, will select a consultant to act as its contractor to provide elected officials, staff, and representatives on the MWAA CWG with technical resources to better understand the detailed nature of airspace management and propose possible mitigation alternatives, and to assist with coordination among the surrounding jurisdictions, MWAA, and the FAA (the “Project”).

Now, therefore, in consideration for the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, the Parties do hereby agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

Alexandria will identify an existing contractor to provide services as set forth in this Agreement, working collaboratively with Fairfax and PGC procurement officials. If the Parties are unable to identify an existing contractor, then Alexandria, working collaboratively with Fairfax and PGC procurement officials, will manage and issue a solicitation for the procurement of a contractor to provide services as set forth in this Agreement. If a solicitation is necessary, Fairfax and PGC will coordinate with Alexandria to allow for timely publication of the solicitation, including prompt review of the deliverables as defined in the contract that results from that solicitation.

If a solicitation is issued, the Parties will establish a joint Selection Advisory Committee (“SAC”), consisting of equal representation from the Parties. The SAC will review and evaluate responsive proposals in accordance with the evaluation criteria specified in the solicitation and in accordance with laws governing the Parties. Selection of the contractor shall require unanimous consent of the Parties.

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The Alexandria Contracting Officer will enter into a contract with an existing contractor, if available, or otherwise will enter into a contract with the recommended offeror. The contract will include the scope of services identified in Exhibit A, subject to amendment and agreed to by the Parties. Changes to the Contract Scope of Services (Exhibit A), provided that these changes are agreed to by the Parties in writing, will not require the re-execution of this Agreement.

Alexandria will require that Fairfax and PGC be made express third-party beneficiaries to the contract with the chosen contractor.

**ARTICLE II
COMPENSATION**

The terms of this Agreement are subject to the appropriation and availability of funds including, but not limited to, any federal, state, or local grant program or other funding mechanism.

Alexandria's entry into a contract with an existing contractor, or Alexandria's publication of a solicitation if no existing contractor is available, is contingent upon Alexandria's prior receipt of funds from Fairfax and PGC. To that end, Fairfax and PGC will each provide Alexandria an amount equal to 33.33% of the ultimate contract funding. The agreed contract funding is \$250,000. Each Party's share of the contract price will not exceed \$83,333 unless all Parties agree otherwise by written amendment to this Agreement. If no solicitation is necessary, because an existing contractor has been identified and will provide the required services, financial contributions by Fairfax and PGC to Alexandria will occur after the execution of this Agreement and prior to the execution of the contract with the contractor.

No expenditure of funds, as provided by Fairfax and PGC, under the contract with the chosen contractor, will be made without the express written approval of Fairfax and PGC.

No later than the 15th day of each month during the term of this Agreement and the contract with the contractor, Alexandria will provide evidence to Fairfax and PGC of expenditures for the Project. The record of expenditures will be compiled by Alexandria under generally accepted accounting principles. Fairfax and PGC may also request a separate audit of the expenditures at the expense of the Party or Parties requesting the audit.

**ARTICLE III
TERM**

This Agreement will become effective on the date of full execution and shall continue for two (2) years. The Parties may agree to renew this Agreement for up to two (2) additional one-year terms. The activities under this Agreement must be performed during the term of the Agreement.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

All documents, materials, and/or data developed because of the contract to be awarded by Alexandria are to be owned jointly by the Parties. Alexandria will ensure that the contract awarded for the Project will grant all of the Parties the right to use and reproduce any such documents, materials, and data, including confidential information, used in the performance of, or developed because of, the subject contract. The Parties may use this information for their own purposes, including reporting to state and federal agencies. Alexandria will require its contractor to warrant that the contractor has title to or right of use of all documents, materials, or data used and/or developed in connection with the Project. Alexandria will further require that its contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the Parties.

Any Party may terminate the Agreement, in whole or in part, upon written notice to the other Parties when such Party determines that termination is in its best interest. Upon termination, any uncommitted funds provided by Fairfax and PGC under this Agreement will be refunded to Fairfax and PGC, respectively, by Alexandria. No funds that were incurred or committed as a part of this Agreement prior to a Party providing notice of termination will be reimbursed to the terminating Party.

**ARTICLE V
CONTRACT ADMINISTRATION AND POINTS OF CONTACT**

The designated Alexandria contact person for this Agreement is:

William J. Skrabak, Deputy Director, Infrastructure & Environmental Quality
Department of Transportation & Environmental Services
2900B Business Center Drive
Alexandria, Virginia 22314
Email: William.Skrabak@alexandriava.gov
Phone: 703.746.4065

The designated Fairfax contact person for this Agreement is:

Shameema Rahman, Contract Specialist, Purchasing Division
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035
Email: shameema.rahman@fairfaxcounty.gov
Phone: 703.324.3287

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The designated PGC contact person for this Agreement is:

Devi Ramey, Operations Manager
Contract Administration & Procurement Division
Office of Central Services
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Email: dcramey@co.pg.md.us
Phone: 301.883.6400

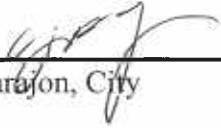
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CITY OF ALEXANDRIA,
VIRGINIA

FAIRFAX COUNTY,
VIRGINIA


PRINCE GEORGE'S COUNTY,
MARYLAND



James F. Parajon, City
Manager
City of Alexandria, Virginia



Bryan J. Hill, County
Executive
Fairfax County, Virginia



Floyd E. Holt, Deputy Chief
Administrative Officer
Prince George's County,
Maryland

1-3-23

Date

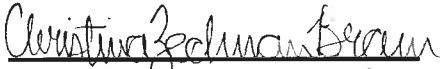
11/14/2022

Date

12-6-2022

Date

APPROVED AS TO FORM



Christina Brown, Deputy City
Attorney
City Attorney's Office

12/13/22

Date

**EXHIBIT A
Contract Scope of Services**

The Parties are contracting for the services described herein to:

1. Assess aircraft noise and operations data to enable understanding by the public at-large and to inform efforts by policymakers to reduce noise impacts; and
2. Identify, evaluate, and propose mitigations to reduce aviation noise impacts on the Parties' residents and other communities south of Ronald Reagan Washington National Airport (DCA).

The Contractor shall, at a minimum, perform the following:

Component I: Aircraft Noise Assessment, Reduction, and Mitigation Study

Part I: Analysis of DCA Noise and Operations Data

An analysis of DCA noise and operations data for 2014 through 2019 (pre-Covid operations) to better understand noise level changes in the airspace that have led to a substantial increase in community complaints about aircraft noise south of the airport ("SOA"). The Contractor shall be responsible for retrieving the data from the originating organizations.

The analysis should consider:

1. Airport Noise and Operations Monitoring System ("ANOMS") and Airport Noise Event Extraction Methodology ("ANEEM") Data from Metropolitan Washington Airports Authority ("MWAA") and their consultants;
2. Flight Track Data; and
3. Flight Procedures and Operations Statistics.

For the analysis, the Contractor should use existing data, recommendations, and findings available from the Federal Aviation Administration ("FAA") and MWAA, in addition to work done by contractors for the Parties.

The Contractor may recommend other analyses or tasks for Part I if required to fully understand changes in procedures and practices that have led to increased public complaints from communities south of DCA. Should such analysis or tasks require the collection of data not readily available from other sources, such analysis shall be approved in advance by the grantors.

Prior to the production and distribution of any reports, data, or graphics, the Contractor shall generate sample outputs for approval by the Parties so that all Parties understand the deliverables and agree that they are acceptable. No reports or graphics should be distributed publicly until all Parties agree that the deliverables are acceptable.

Part I Deliverables:

1. Analysis of the noise impacts of air traffic and changes, showing how the noise impacts have evolved over time and identifying the key factors driving the changes;
2. Reports and visual tools that allow an understanding of the above information by the

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- public; and
3. To the maximum extent practicable, the provision of all the information above through online or other means to make it publicly available and accessible.

Part II: Identification and Evaluation of Alternatives to Reduce Noise

The primary focus of this Project is to develop and analyze alternatives to reduce the community impacts of aircraft noise for all Parties.

The analysis of alternatives shall include, but not be limited to the following:

1. Analyze noise generated across SOA communities from the current south of DCA departure and arrival procedures vs. legacy procedures;
2. Analyze the benefits and disadvantages of the current North Flow/South Flow split and the feasibility of requiring a different operational balance to achieve noise reduction;
3. Evaluate the merits of the current goal of “maximizing flight time over water” as a means of achieving noise reduction and mitigation, relative to other alternatives;
4. Evaluate Flight Track/Waypoint adjustments along departure and arrival procedures;
5. Analyze noise tradeoffs of altitude and thrust/climb rate/speed and potential benefits of an enhanced noise abatement climb;
6. Evaluate the feasibility of raising altitudes on arrival procedures and the potential noise impacts along the arrival corridor;
7. Evaluate the feasibility of re-creating dispersion along a departure or arrival corridor utilizing one runway; and
8. Investigate changes to current restrictions on DCA altitude ceilings.

Proposals and alternatives for noise reduction and abatement must consider impacts in the larger Washington, DC metropolitan area and be feasible for FAA implementation. To the extent a “largely over the river and equidistant between noise sensitive areas” procedure is considered, options for reducing the impact to communities that are located adjacent to the Potomac River must be provided.

Proposals and alternatives shall consider a variety of factors that influence human experience on the ground and, using analytical techniques, quantify the improvement for each solution. For quantitative comparisons, the Contractor shall model the overall noise footprint of historical procedures; current procedures; and any proposed future procedures using the Aviation Environmental Design Tool (“AEDT”), or an equivalent FAA-recognized system, to provide information about noise exposure to populations on the ground. The Contractor must employ noise metrics other than Day-Night Average Sound Level (“DNL”) that are more reflective of episodic impacts experienced by residents on the ground, such as the number of events of a defined Sound Exposure Level (“SEL”) and the cumulative and episodic duration of these exposures. Geographic areas shall be partitioned into grid cells of a size to be determined by the Contractor as most appropriate and useful in understanding noise impacts of populations on the ground. Population density metrics shall be included in the analysis.

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Part II Deliverables:

1. Alternative conceptual flight routes and/or operational procedures for arrivals and departures that reduce total noise for each Party, while assessing the impact of these alternatives on fuel cost, efficiency, and safety;
2. Identification of additional measures that may be taken by stakeholders to reduce or mitigate the impact of aviation noise from aircraft operating into and out of DCA on surrounding communities;
3. Model of the noise impacts of these conceptual alternatives, in relation to existing and projected noise levels under current operations, and communication of these results in a way that the public can understand; and
4. To the maximum extent practicable, the provision of all the information above through online or other means to make it publicly available and accessible.

Component 2: Community Engagement

The Contractor must support community engagement activities using a project website and information dashboard. The Contractor must attend public meetings throughout the project cycle, which will include:

1. Contract kick-off briefing to the Alexandria, PGC, and Fairfax communities;
2. Briefing on the findings from Part I; and
3. Final briefing on the entire study following the completion of Part II.

Component 3: Advocacy and Implementation Assistance

The Contractor will be expected to work closely with the Alexandria, PGC, and Fairfax Community Working Group (“CWG”) delegations to ensure that they are equipped to engage with the FAA on proposal details. The Contractor must be prepared to work with the FAA during the FAA Order JO7100.41A (“41”) process and provide consultation to the Parties regarding the outcome of each step in the .41 process.