

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MENDOCINO COUNTY**

**AND**

**LITTLE RIVER AIRPORT PILOTS ASSOCIATION**

This Agreement is made by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as the County; and the Little River Airport Pilots Association, a nonprofit corporation formed for public benefit, hereinafter referred to as the LLRPA.

WHEREAS, in accordance with United States Code, Title 49, Subtitle VII, the Federal Aviation Administration, an agency of the United States government, hereinafter referred to as the FAA, has entered into an agreement with the County for the operation and maintenance of an Automated Weather Observing System (AWOS) at Little River Airport, a County-owned airport, hereinafter referred to as KLLR; and,

WHEREAS, the County has installed an AWOS at KLLR; and

WHEREAS, the County has entered into an agreement with DBT Transportation Services LLC, a limited liability company, to perform maintenance on the AWOS at KLLR; and

WHEREAS, the LLRPA wants to install a ceilometer on the AWOS at KLLR, which would convert the AWOS II to an AWOS III, increase the capabilities of the AWOS to report weather, and enhance the safety of pilots using KLLR; and

WHEREAS, the LLRPA is willing to pay DBT for the entire cost of purchasing and installing the ceilometer on the AWOS at KLLR; and,

WHEREAS, the FAA has authorized the installation of the ceilometer at KLLR; and

WHEREAS, installing the ceilometer will not increase the cost of the KLLR AWOS maintenance agreement between the County and DBT.

NOW, THEREFORE, in consideration of the premises and covenants and agreements contained herein, the said parties agree as follows:

1. PROVISIONS.

- a. The County agrees to operate and perform routine maintenance on the AWOS and ceilometer in accordance with all FAA requirements, standards, and criteria governing such facility, including those requirements contained in Advisory Circular 150/5220-16, and the Sponsor's Operations and Maintenance Manual (OMM).

- b. The LLRPA shall be responsible for all initial equipment and installation costs.
- c. Should replacement of the ceilometer become necessary, the County does not warrant that it will pay for any or all costs of such replacement.

2. INDEMNIFICATION. To the extent permitted by law, the LLRPA agrees to indemnify and hold harmless the County, its officers, agents, and employees from all causes of action, suits, or claims arising out of the work performed under this MOU, and/or from all causes of action, suits, or claims arising out of the use and/or operation of the ceilometer. The County assumes no liability for any losses arising out of any action or inaction by the LLRPA, its employees, or contractors, or any third party acting on its behalf. In no event will the County be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

3. TERMINATION. This Agreement may not be terminated by either party for the life of the equipment.

4. CORRESPONDENCE.

- a. Correspondence to the Sponsor will be to:

Howard N. Dashiell, Director  
Mendocino County Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
(707)463-4363 Phone  
(707)463-5474 Fax

- b. Correspondence to the LLRPA will be to:

Little River Airport Pilots Association  
43001 Little River Airport Road  
Little River, CA 95456

5. AMENDMENT. Any amendment, modification, or change to this agreement shall be valid and effective only if it is in writing and only after it is executed by the representatives from both the County and the LLRPA.

6. EFFECTIVE DATE. This Agreement supersedes any previous agreements between the parties on the subject matter set forth and is effective upon the date of execution of this Agreement by the party last subscribing hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Howard N. Dashiell  
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: September 15, 2025

Budgeted:  Yes  No

Budget Unit: 3060

Line Item: 2189

Org/Object Code:

Grant:  Yes  No

Grant No.: n/a

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcy  
Deputy 10/21/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arcy  
Deputy 10/21/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 08/22/2025

LITTLE RIVER AIRPORT PILOTS ASSOC.

By: [Signature]  
SIGNATURE

Date: 9/1/25

NAME AND ADDRESS:

Little River Airport Pilots Association

43001 Little River Airport Road

Little River, CA 95456

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]  
COUNTY COUNSEL

Date: 08/22/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 08/22/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_