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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).

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- 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. <u>INDEMNIFICATION</u>. 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. <u>AMENDMENT</u>. 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. <u>EFFECTIVE DATE</u>. 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:	LITTLE RIVER AIRPORT PILOTS ASSOC.
By: Hourd N. Dashiel)	By:
HOWARD N. DASHIELL, Director	SIGNATURE
TRANSPORTATION	Date: 9/1/25
Date: September 15,2025	
Budgeted: ☐ Yes ☐ No	NAME AND ADDRESS:
Budget Unit: 3060	Little River Airport Pilots Association
Line Item: 2189	42001 Little River Airport Read
Org/Object Code:	43001 Little River Airport Road
Grant: ☐ Yes ⊠ No	Little River, CA 95456
Grant No.: n/a	
COUNTY OF MENDOCINO	By signing above, signatory warrants and
COUNTY OF MENDOCINO	represents that he/she executed this Agreement in
By: JOHN HASCHAK, Chair	his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity
BOARD OF SUPERVISORS	upon behalf of which he/she acted, executed this
Date	Agreement
Date:	
ATTEST:	COUNTY COUNSEL REVIEW:
DARCIE ANTLE, Clerk of said Board	APPROVED AS TO FORM:
Ву:	1 0 /
Deputy	By: (100 h)
I hereby certify that according to the provisions of	COUNTY COUNSEL
Government Code section 25103, delivery of this document has been made.	
	Date: 08/22/2025
DARCIE ANTLE, Clerk of said Board	
Ву:	
Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By: Darce Untle	By:
Risk Management	Deputy CEO or Designee
Date: 08/22/2025	Date: 08/22/2025
Signatory Authority: \$0-25,000 Department; \$25,001-50,00	0 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed	
Exempt Pursuant to MCC Section:	