

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WESTERN SERVICE AREA
1601 Lind Avenue S.W.
RENTON, WASHINGTON 98055-4056**

Agreement No. WANF-2-2013

**MEMORANDUM OF AGREEMENT
BETWEEN
FEDERAL AVIATION ADMINISTRATION
AND
PORT OF BENTON, WA**

This Agreement is made by and between the Federal Aviation Administration, hereinafter referred to as the FAA and the Port of Benton, WA as the Sponsor.

WHEREAS, the FAA has the authority to enter into an agreement with the Sponsor, for operation and maintenance of an Automated Weather Observing System (AWOS) and in accordance with the United States Code, Title 49, Subtitle VII; and,

WHEREAS, the Sponsor is willing to operate and maintain the AWOS facility at the Prosser Airport, Prosser, WA, and,

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

1. PROVISIONS.

a. The Sponsor agrees to operate and maintain the above facility 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 undersigned agree that the OMM's "facility contact information" must be updated as necessary via the OMM's "FAA Contacts." In addition, if at any time, that the persons named in the Operations and Maintenance Manual are no longer performing the functions indicated, the FAA shall be notified within 10 working days.

c. The Sponsor agrees that noncompliance with the above requirements will be grounds for removing the facility from service and/or cancellation of FAA approved instrument flight rule procedures. In no event shall the Sponsor be allowed use of the facility until it is in full compliance with the above.

2. INDEMNIFICATION. To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents, and employees from all causes of action, suits, or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event, will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

*In return, the FAA shall ensure, through inspection of the facility, per the latest version of Order 6700.20, and adherence to the provisions of the OMM and this Memorandum of Agreement, that the facility meets the requirements to operate in the National Airspace System.

3. TERMINATION. This Agreement may be terminated by either party upon giving at least 90 days prior written notice.

4. CORRESPONDENCE.

a. Correspondence to the Sponsor will be to:

Port Of Benton
c/o John Haakenson
3100 George Washington Way
Prosser, WA 99354
Phone: 509-375-3060

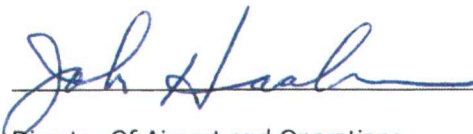
b. Correspondence to the FAA will be to:

Federal Aviation Administration
Western Service Center
AJV-W36-Attn: Matt Gammon
1601 Lind Avenue S. W.
Renton, Washington 98057


5. AMENDMENT. The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. Such amendments must be effective within 10 days following the written notification to the owner or sponsor and the maintenance technician identified in the OMM. Any amendment, modification, or change to this Agreement shall be valid and effective only in writing and executed by the representatives of the FAA and the Port of Benton, WA.

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.

Port of Benton / Prosser Airport

By: 
Title: Director Of Airport and Operations
Date: Nov 20 - 2013

Federal Aviation Administration / Western Service Area

By: 
Title: Seattle Group Technical Operations Manager
Date: Jan 27, 2014