

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFANM-06-L-00101

This agreement is made and entered into by the Kittitas County, Bowers Field Airport, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Kittitas County, Bowers Field Airport, Ellensburg, WA.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS:

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 05/01/2006 and continuing though 09/30/2026. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Bowers Field, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION:

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE:

It is understood and agreed that the use of the herein described premises, known as, Bowers Field Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES:

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS:

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION:

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

"Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (40 C.F.R. 172.101) or by the United States Environmental Agency as hazardous substance (40 C.F.R. Part 302 and amendments hereto), petroleum products and their derivatives, and such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any Environmental Laws.

7. INTERFERENCE WITH FAA OPERATIONS:

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES:

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

10. NOTICES:

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

KITTITAS COUNTY, BOWERS FIELD
411 N. RUBY SUITE 1
ELLENSBURG, WA 98926

FEDERAL AVIATION ADMINISTRATION
ATTN: REAL ESTATE ANM-53
1601 LIND AVE. SW
RENTON, WA 98057

11. Previous Lease(s)/Agreement(s)

This agreement supersedes NOAA LICENSE number 91-ABF-254. NOAA LICENSE number 91-ABF-254 hereby terminated.

12. The following clauses are incorporated by reference:

1. OFFICIALS NOT TO BENEFIT
2. COVENANT AGAINST CONTINGENT FEES
3. ANTI-KICKBACK

13. SIGNATURES:

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

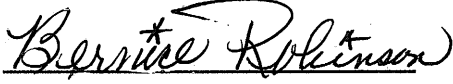
Signing Official

By: 

Title: BOCC ~~Chair~~ Chair

Date: 2/5/08

UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION

By: 

Title: Contracting Officer

Date: 2/19/2008

COUNTY CERTIFICATE

If agreement is made with a County, the County Clerk shall execute the following certificate:

I, Julie Kjorsvik, certify that I am the Clerk of the Board of the County named in the attached agreement; that Mark McClain who signed said agreement on behalf of the County was then Boee Chair of said County; that said agreement was duly signed for and in behalf of said County by authority of its governing body, and is within the scope of its County powers.



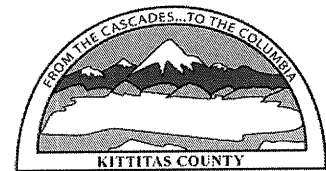
Julie Kjorsvik

COUNTY CLERK & RECORDER SEAL



Legend

- anno.MapID
- anno.Hydrology
- anno.PlatInfo
- All Roads
 - Cic Elers
 - Ellensburg
 - Kittitas
 - County
 - Private
 - Roadys
 - State Elum
 - State Parks
 - T&E
 - Forest Service
 - WSDOT
- Rights of Way
- Parcels
- Buffer Parcels
- 2001 Orthos



Ejt drtjn fs;IL jujbt !Dpvouz;In bl ft f w sz;f ggsulup!qspvdf !boelqvcrti !u f !n pt udvssf oulboe!bdvsvuf !jogsn bujpolqpt tj crvf!Oplx bsboujft -!fyqsf ttf elpsjn qjrf e-!bsf lqspwef elgslu f lebb qspwef e-lj ut lvt f -!psju ljo f sqsf ubjpo/!L jujbt !Dpvouz;lepf t !opuhvbsouf f !u f !bdvsvdz;lpgu f !n bnf s;brt;ouj of eli f sf jolboe!jt !opulsf t qpot j crf!gslboz;In jt vtf !pslfsqsf t f ubjpot !cz;lpu f sf hbeejohlú jt !jogsn bujpolpsju lef sjwbjw f t/