

MEMORANDUM OF AGREEMENT
BETWEEN THE
Rutherford County Airport Authority (FQD) AND



ROCKY KENNEDY (Non-Fed Technician)

In accordance with the requirements of the applicable provisions of FAR Part 171 and the Operations & Maintenance Manual (OMM) for the Rutherford County Airport LOC & DME serving the Rutherford County AIRPORT, as approved by the Federal Aviation Administration (FAA).

The NON-FED Technician agrees to:

1. Maintain the above facilities in accordance with all applicable FAA requirements standards and criteria governing such facility. *(see attached OMM PART 11)
2. Respond to all call backs for repairs and corrective maintenance at no additional costs except acts of God or aircraft accident where equipment is damaged.
3. Coordinate all purchases for replacement parts, modules or circuit card with Airport manager.
4. Maintain current certificate of Completed Operations and Products Liability Insurance to cover operating on the airport.

Rutherford County Airport Authority agrees to:

1. Pay for all replacement parts used in corrective action.
2. Provide a stock of spare parts, sufficient to make possible prompt replacement of components which fail or deteriorate in service.
3. Provide FAA approved test equipment needed for maintenance of the facility.
4. Pay for test equipment calibration used to measure key performance parameters annually.

The undersigned agree for payment of \$775.00 per month for services provided by NON-FED Technician, payable monthly no later than the 15th day of the month following the period during which the services were performed. Contract Starting JULY 1, 2022

This Agreement may be terminated at any time by either party by providing sixty (60) days written notice of its intent to terminate the Agreement to the other party.

At any time that the undersigned identified as the maintenance technician in the OMM is no longer performing the functions indicated, the FAA shall be notified and this Agreement shall terminate immediately.

The undersigned agree that noncompliance with the terms and conditions stated here will be grounds for termination of this Agreement immediately without the necessity of providing the sixty (60) day notice to terminate.

With regard to any liability which may arise from the use and/or the operation of this facility, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents, or employees.

Signature: 
(Rutherford County Airport Authority, OWNER)

Date: 7-5-2022

Signature: 
(ILS TECHNICAL SERVICES INC., Rocky Kennedy)

Date: 06/02/2022