

**LICENSE AGREEMENT #09WBR0014N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
THE CITY OF WESTPORT**



This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (LICENSEE), and The City of Westport (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating and maintaining an observing platform referred to as a mobile atmospheric river observatory consisting of a 915-MHz wind profiler, a S-band cloud radar, a 20' storage/office combo seatainer, and a 20' meteorological tower all mounted on a 53' flatbed trailer. The Licensee will require 500 square feet of outside space for this equipment. The property affected is the City of Westport Wastewater Treatment Plant, located at 100 West Bay St., Westport, WA 98595 at latitude 46° 54' 23.14" and longitude 124° 6' 58.96" (referred to below as "the premises").

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee, including but not limited to NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the atmospheric river observatory (in a mutually agreeable location), and utility and telecommunication lines from the premises. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant to this paragraph shall be borne by LICENSEE.

5. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of NOAA and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.

6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.

7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 9 months from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other.

9. The Points of Contact (POC) for this Agreement are:

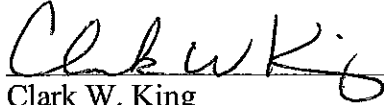
- A. Name of LICENSEE POC: Dr. Clark King
Address: NOAA/OAR/PSD
325 Broadway, R/PSD
Boulder CO 80305-3337
Telephone Number: 303-497-6381
E-mail: clark.w.king@noaa.gov

- B. Name of NOAA Real Property POC: Debbie Putney
Address: NOAA/OCAO/RPMD
325 Broadway, MC43
Boulder CO 80305-3337
Telephone Number: (303) 497-3202
E-mail: debbie.a.putney@noaa.gov

C. Name of LICENSOR POC: Randy Lewis
Address: City Administrator
PO Box 505
Westport, WA 98595
Telephone Number: 360-268-0131
E-mail: city_administrator@ci.westport.wa.us

D. Name of LICENSOR on site POC: Todd Stephens
Address: Sewer Supervisor
PO Box 505
Westport, WA 98595
Telephone Number: 360-268-0512
E-mail: sewer@ci.westport.wa.us

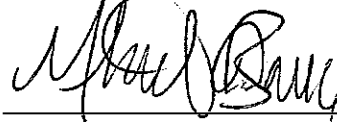
FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION



Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

9/9/09
Date

FOR THE CITY OF WESTPORT



Michael Bruce
Mayor
City of Westport, WA

9/3/2009
Date