

RESOLUTION 2014 - 69



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT WITH RSI NET INC. FOR THE AWOS
(Sunnyside Municipal Airport - AWOS Project)**

WHEREAS, the City of Sunnyside owns and operates the Sunnyside Municipal Airport which now also includes an Automated Weather Observation System (AWOS); and

WHEREAS, such system requires a third party agreement so that information is accessible to the general public; and

WHEREAS, the City Council finds and determines that acceptance of such agreement for the Automated Weather Observation System at the Sunnyside Municipal Airport is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Agreement with RSI Net Inc., attached hereto as Exhibit "A" and incorporated herein by this reference, for the Sunnyside Municipal Airport, is hereby accepted and approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 13th day of October, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, consisting of a large, stylized initial 'K' followed by a series of connected loops and a long horizontal stroke extending to the right.

KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside



Remote Systems Integration PO Box 1260 Millington, TN 38083

(800) 261-1774

RSINet Service Agreement

This agreement is entered into by the "Customer" and RSINet subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **DESCRIPTION OF SERVICE:** RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned Automated Weather Observations System (AWOS) reports to the FAA's National Airspace Data Interchange Network (NADIN) for forwarding to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. These reports will be forwarded at 20 minute intervals 24 hours a day as specified by the FAA.
- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and shall remain in effect for the period specified. The agreement will automatically renew for a one year term on each subsequent anniversary date unless 60 days notification is given by either party that the contract will not be renewed or needs to be updated.
- **INSTALLATION AND STARTUP:** Once the startup fee has been received, the RSINet hardware will be shipped to the customer. In most cases, the hardware can be easily installed by the customer or the AWOS maintenance technician. In certain cases, there may be additional hardware such as outside antennas necessary for reliable service. Determination of any additional requirements will be determined solely by RSINet based on site reliability analysis. Delivery of data to the NADIN network will usually commence within 3 business days from the date of the next FAA database update. Billing will commence with the start of actual data delivery with the first month being pro-rated if necessary.
- **CHARGES:** Charges for RSINet service will be billed each quarter for the previous 3 months of service. All invoices are Net 30 days. Customer is responsible for any federal, state, or local taxes. Service may be suspended for non-payment without notice.
- **CUSTOMER RESPONSIBILITY:** It is the responsibility of the AWOS owner to ensure that the AWOS unit is equipped to provide properly formatted METAR

EXHIBIT "A"

weather reports at 5 minute intervals to the RSINet network interface. AWOS units manufactured by All-Weather, Inc. currently have built in NADIN ports. However, on AWOS units built by Vaisala, Inc. the NADIN output interface is an OPTION, and the customer must insure that the option is installed and operating prior to connecting the RSINet equipment. Purchase and installation of the Vaisala NADIN option is the responsibility of the customer.

- **WARRANTY:** The RSINet Network hardware is warranted for the lifetime of the RSINet contract. If it fails, RSINet will replace it at no charge. This warranty excludes lightning, abuse, unauthorized modification or adjustment, removal of the SIM card or any other component of the Interface or use with any antenna or power supply other than those provided with the unit or subsequently by RSINet, or connection of the device to any other device than the AWOS for which it was originally delivered, or if the Interface or any part of the Interface system is lost, stolen, or vandalized. Failed components must be returned to RSINet in a timely manner to avoid charges for the equipment.
- **NETWORK RELIABILITY – LIMITATIONS:** The RSINet network relies upon a number of separate third party systems not directly under the control of RSINet. These can include any number of Internet Service Providers (ISP's), wireless data carriers, the Federal Aviation Administration, and others. Because of the technical nature of the internet, RSI cannot control the various carriers and systems that handle data from the AWOS site to the datacenter. Therefore, RSINet makes no warranty as to the reliability of the service, except that outages will be responded to immediately and restoral efforts will be made on a priority basis and good faith effort at all times.
- **HARDWARE:** The RSINet Network interface device and all associated hardware remains the property of RSINet and must be returned at the conclusion of this service agreement.
- This agreement is covered under the laws of the State of Tennessee unless otherwise stated.

EXHIBIT "A"

Pricing: (per site)

Startup: Hardware, installation and setup
Service: Monthly service, billed quarterly

\$ N/C
\$ 60.00

Contract term:

Start date: _____ Term: 2 years

Approved by:

Site Specific Information:

E-mail Address: _____

Shipping Address: _____

ATTN: _____

Billing Address: _____

ATTN: _____

Airport Site ID: _____

RSINet:



Name: Thomas Nichols

Title: Owner

Date: 3/4/14

Customer:

