

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
REAL ESTATE & UTILITIES GROUP, ALO-820
1601 LIND AVENUE S.W.
RENTON, WASHINGTON 98057-3356

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER

I. THIS AGREEMENT is hereby attached to and made a part of ATCT Lease No. DTFAWN-15-L-00025 by and between the United States of America, acting by and through the Federal Aviation Administration, hereinafter called the Government and the **City of Mesa-Falcon Field Airport**, operating its airport known as **Falcon Field Airport**, located in **Mesa, Arizona**, hereinafter called the Airport. This Agreement shall be executed by the parties hereto independently of said Lease to which it is a part. The purpose of this Operating Agreement is to establish the rights and responsibilities of both the Airport and the Government with regard to the Government's ongoing operation of the Airport Traffic Control Tower at Falcon Field Airport.

II. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected on the plot described in the ATCT Lease by and at the expense of the Government; and

III. WHEREAS, it is in the public interest that the above described ATCT be operated by the Government, subject to the availability of funds, in accordance with standards established by the Government;

IV. NOW, THEREFORE, the Airport agrees to the following conditions:

1. The Airport shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designed to be directly or remotely controlled from the Airport Traffic Control Tower and the Airport shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the Government's control.

2. The Airport shall reasonably maintain the Airport's equipment and devices that are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.

Government shall promptly notify Airport if such Airport equipment or devices are not functioning or not functioning properly.

3. The Airport shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any, area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the scheduled date from beginning the first item of construction and/or maintenance on the schedule.

4. Pursuant to federal laws and regulations (including, but not limited to, the Federal Aviation Act of 1958) the Government has exclusive and absolute responsibility for the navigable airspace within the United States, and requires airports to acknowledge such in its operating agreements with the Government. Accordingly, the Government shall, at all times, have absolute control of the operation of the Tower, its associated facilities, and the navigable airspace, and shall not be subject to direction from the Airport in this regard. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. 2671, et., seq.), hereafter termed "The Act," the government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employees of the Government while acting within the scope of his office or employment under the same circumstances where a private person would be liable in accordance with the law of the place where the Act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

5. The Airport, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.

6. The Airport, agrees to pay (and the Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvement or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

7. The Airport shall, as a protection to the proper operation of the ATCT by the Government, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Air Traffic Controllers' line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons and other operational areas necessary for the control of ground and air traffic.

8. In accordance with the provisions of Article 1 of the ATCT Lease, the Government shall have the right and privilege to maintain the ATCT on the airport premises and to install and maintain antennas and antenna wires and appurtenances for Air Traffic operating facilities at the MOA site and other locations on the airport where deemed necessary, together with the right to install, operate and maintain necessary connecting cables and wires where needed to perform the necessary linking of facilities. The Government shall have the right to install, operate and maintain such cables, conduits and wiring necessary to link and connect its facilities located on airport property;

IN WITNESS WHEREOF, the parties hereto have subscribed their names hereunder as of the _____ of _____, 2015.

CITY OF MESA

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____