

**TOWER OPERATING AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)**

AND

City of Leesburg, Leesburg International Airport (LEE), Leesburg, FL

ARTICLE I. PARTIES

The parties to this Agreement are the Federal Aviation Administration (FAA) and City of Leesburg, Leesburg International Airport (LEE), Leesburg, FL.

ARTICLE II. SCOPE

A. Purpose:

The purpose of this Tower Operating Agreement (“TOA”) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control tower (“ATCT”) services to the Airport Sponsor at Leesburg International Airport located in Leesburg, FL, and the Airport Sponsor will provide an ATCT. This Agreement replaces and supersedes any prior TOA signed by the parties.

B. Roles and responsibilities of the Parties:

1. Roles and responsibilities of the FAA.

- a. The FAA will operate a control tower at the Airport by way of a contract between the FAA and its air traffic control service contractor
- b. The FAA will maintain any FAA owned equipment. The equipment will be maintained in accordance with applicable FAA standards and regulations.

2. Roles and responsibilities of the Airport Sponsor.

- a. **ATCT TOWER.** The Airport Sponsor shall provide an airport traffic control tower (ATCT structure meeting all applicable state and local standards, including, but not limited to, applicable building, fire, safety, environmental, or security codes and regulations). The Airport Sponsor further agrees to maintain the ATCT structure in good and tenable condition throughout the term of the agreement.
- b. **UTILITIES AND SERVICES.** The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas, sewer, janitorial (to include washing tower

cab windows and shades, interior and exterior, when necessary), and the security services necessary for the ongoing operation of Air Traffic Control (ATC) service.

c. EQUIPMENT. The Airport Sponsor shall provide and maintain all Airport Sponsor owned ATC operational equipment located or presently installed in the ATCT to include, ATC and safety equipment, communications equipment, runway lighting equipment, weather reporting equipment, navigational equipment and all wiring and control related to the equipment.

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, but that cannot be placed in operation or otherwise controlled from the ATCT building. Examples include airport lighting, windsock, obstruction lights, rotating beacon, etc.

d. LETTER OF AGREEMENT. The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the contractor's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment or building problems. In accordance with FAA Order 7210.3 (current version), other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, and reporting airport conditions. The FAA encourages The Airport Sponsor and the contractor's local representative assigned to the ATCT to enter into letters of local procedures, agreements or understandings as appropriate. However, the terms and conditions set forth in this agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

Parties are bound by a duty of good faith and best effort in achieving the goals of the Agreement

C. Contributions of the Parties:

- i. The sponsor is aware of the current FAA procedure to recalculate benefit/cost ratios every two years to determine the percentage of funds for which the FAA and the airport are responsible. The FAA provides full funding for sites with a benefit/cost ratio of 1.0 or greater.
- ii. The sponsor is aware that funding from the FAA Contract Tower Program is provided for contract ATC services only.

D. Type of Agreement:

This TOA is an Other Transaction Agreement. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.

ARTICLE III. EFFECTIVE DATE and TERM

The effective date of this TOA is the date on which it has been signed by the appropriate representatives for both The FAA and the Airport Sponsor. This Agreement shall automatically renew annually on the effective date unless terminated by the parties in writing, as provided herein.

ARTICLE IV. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE V. POINTS OF CONTACT

Airport Sponsor

FAA Program Manager

Thomas R. Jones, PMP
Manager - Contract Tower and Weather Group
ATO-T Terminal Safety and Operations Support
Federal Aviation Administration
600 Independence Ave, S.W. FOB-10B, Room 5E22RS
Washington, DC 20003

FAA Contracting Officer

Kathie Petito-Peverall
Contracting Officer AAQ-230
Terminal & EnRoute Contracts Division
Federal Aviation Administration
800 Independence Ave., SW
Washington, DC 20591

ARTICLE VI. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by an FAA Contracting Officer and the [*CO identify representative or designee*] of the Airport Sponsor. The modification shall cite the subject Agreement, and shall state the exact

nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE VII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this operating agreement, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds that enable the FAA to provide contract ATC services to the public. If adequate annual appropriations are not provided, the FAA may terminate this TOA without penalty.

The FAA agrees that notwithstanding any other provisions of this operating agreement, the Airport Sponsor's ability to provide a tower and related equipment and services provided for in this TOA is contingent upon the appropriation of adequate funds. If adequate appropriations are not provided, the Airport Sponsor may terminate this TOA without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

ARTICLE VIII. CONSTRUCTION OF THE AGREEMENT

This TOA is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE IX. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the Terminal Safety and Operations Support Office Director. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

ARTICLE X. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, its performance of this Agreement to the extent permitted by the law, including but not limited to applicable state laws *(If necessary, Airport Sponsor may insert a description of any State laws that apply here)*. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by The Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE XI. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

ARTICLE XII. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Airport Sponsor

Federal Aviation Administration

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



U.S. Department
of Transportation

**Federal Aviation
Administration**

ATO - Eastern Service Center
AJV-E37
P.O. Box 20636
Atlanta, Georgia 30320

Charlie Weller
Leesburg International Airport Manager
CITY OF LEESBURG
PO BOX 490630
LEESBURG, FL 34749-0630

Dear Mr. Evans, & Mr. Weller,

We have recently updated the Contract Tower Operating Agreement document. Our office is ensuring all Sponsor owned FAA Contract Towers are current. Please find enclosed the accepted Agreement. Please review, sign, and return three originals to us. Your prompt response helps us achieve the best possible goals.

Please contact Randy Lueders at 404-389-8199, Randy.Lueders@FAA.Gov, if you have any questions.

Sincerely,

Jeffrey A. Jones,
Manager, Program Implementation Management Team