RESOLUTION NO. 27-79

WHEREAS, Navajo County is the owner and sponsor of the Show Low Airport, and

WHEREAS, the City of Show Low is desirous of assuming the responsibilities for the operation and maintenance of said Airport, and

WHEREAS, the parties agree it would be in the best of interest of both parties to enter into an agreement transferring the maintenance and operation of said Airport to the City of Show Low,

NOW, THEREFORE, be it resolved that the County is hereby authorized to enter into an Airport Operation Agreement, transferring the maintenance and operation of the Show Low Airport from Navajo County to the City of Show Low.

DATED this 24 day of April, 1979.

Norman W. Turley
Chairman, Board of Supervisors

ATTEST:

Connie J. Mason
Clerk, Board of Supervisors

AIRPORT OPERATION AGREEMENT

EFFECTIVE DATE: 3/8/79

PARTIES: NAVAJO COUNTY, Arizona, County Complex, Holbrook Arizona, (hereinafter County)
CITY OF SHOW LOW, a municipal corporation, Show Low City Hall, Show Low, Arizona (hereinafter City)

RECITALS:

1. County has control and sponsorship of an airport known as Show Low Airport, located in Show Low, Arizona.

2. County wishes to obtain an operator for said airport.

3. City desires to operate that airport.

4. The parties hereto do not intend to in any way effect the ultimate control of County over said airport or to in any way effect or change County's present status as sponsor of said airport as reflected in grant applications for certain pending Federal grant porgrams.

5. This agreement is entered into pursuant to A.R.S. §11-952.

AGREEMENTS:

NOW, therefore, in consideration of mutual covenants and promises herein it is agreed as follows:

1. PURPOSE: The purpose of this agreement is to provide for the operation of the Show Low Airport by the City of Show Low, but the retention by the County of ultimate control and sponsorship of said airport during the term hereof.

2. DURATION: The duration of this agreement shall be from effective date until terminated. Either party may terminate this agreement by giving the other thirty (30) days written notice. Notice of termination shall be deemed sufficient, if it is addressed to the party to whom given and is forwarded by certified mail to such party at the address given in this agreement. The parties may terminate this agreement at any time by mutual agreement.

3. MANNER OF FINANACING: County shall be responsible for financing the performance of its obligations as sponsor of the airport. City will be responsible for financing its obligations as operator of the Airport.

4. EXECUTION: Prior to execution of this agreement it shall be submitted to the Navajo County Attorney and the Show Low City Attorney each of which shall make a determination that this agreement is in the proper form and within the powers and authority granted under the laws of the State to the respective parties. Upon execution of this agreement it shall be filed with the County Recorder of Navajo County. This agreement shall be effective upon the last to occur of (a) effective date herein recited or (b) the filing of this agreement with with Navajo County Recorder.

5. Appropriate action by resolution of the Show Low City Council and Navajo County Board of Supervisors shall be taken prior to the execution of this agreement and copies of such resolution shall be filed with it in the Navajo County Recorder's office.

6. City agrees to take over and perform the full management of the Show Low Airport and to perform the following duties in connection therewith:

(a) To inspect the airport facilities daily including the airport lighting system.

(b) To provide maintenance for said airport facilities, lighting system and grounds.
(c) To pay all utility costs.
(d) To obtain and pay for liability (including hanger keepers) and product liability insurance protecting Navajo County in the following amounts:
2,000,000 premises operations/bodily injury
250,000/1,000,000 property damage/hanger keeper
A certificate of such insurance and a copy of the policies of such insurance shall be maintained with Navajo County and shall be in force on the effective date of this agreement.
(e) To have personnel at the airport during reasonable business hours and provide customary airport services to pilots during reasonable hours. Services to be provided shall specifically include manning of the radio at the airport and providing oil and gas service. The radio shall be manned during customary business hours. An extra fee may be charged for oil and gasoline service after customary business hours

(f) Shall enforce, in cooperation with other governmental entities all governmental regulations now, or hereafter applicable to said airport.
(g) Shall maintain airport records and papers and establish an adequate system for airport financial records.
(h) Shall keep the airport reasonably clean and free of debris.
(i) Shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin in any manner prohibited by part 15 of the Federal Aviation Regulations or any amendment thereto.
(j) Shall furnish airport accomodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and charge fair, reasonable and not unjustly discriminatory prices for each unit of service provided there.
(k) Shall make airport accomodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex or national origin.
(l) Shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations as to any future construction of buildings on the airport premises.

7. If any sub-contracts are made with any person, the above non-discrimination and equal treatment clauses shall be inserted in any agreement or contract by which any rights or privileges are granted to any person, firm or corporation to provide accomodations and/or render services to the public on the airport premises.

8. In return for the above services, City shall be entitled to all revenues received for gasoline and petroleum products sales, all tie down fees, and all fees for other airport facilities, and/or services. Such fees shall be reasonable and comparable with comparable airports. City shall be responsible for collection of all such revenues during the terms of this agreement.

9. City will maintain the facilities presently located at the Show Low Airport in as good condition as they existed at the effective date of this agreement, reasonable wear and tear excepted.

10. The terms of this agreement shall at all times be subordinate to any grant agreements between Navajo County and the State of Arizona or Federal agency or the United States of America and any sponsors' assurances made in connection therewith. City agrees to comply with all the terms and conditions of any such agreement.

11. Non-compliance with the non-discrimination and fair treatment obligations herein shall constitute a material breach of this agreement and such event shall cancel this agreement and County may take immediate possession and make immediate entry of the premises herein, without liability therefore, or at the election of the County or the United States, either or both said governments shall have the right to judicially enforce the non-discrimination and fair treatment provisions hereof.

12. County reserves the right to further develop or improve the airport as it sees fit during the term of this agreement.

13. This agreement shall be subject to whatever rights the United States Government now has or in the future may have or acquire effecting the control, operation, regulation or taking over said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

14. The agreement is specifically intended to supercede any temporary management arrangement at the airport, including temporary operation authorization to Show Low Transportation. Said temporary arrangements, shall terminate on the recording of this agreement with the County Recorder's office.

CITY OF SHOW LOW

By _____ Mayor

NAVAJO COUNTY

By _____

Approved as to form

_____
City Attorney

ATTEST: _____
Clerk of the Board

_____
County Attorney

ATTEST: _____
City Clerk