

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department AIRPORT	Contract/Addendum #: 13212																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 10 years commencing on October 1, 2017																					
4. Amount of Contract or Addendum: n/a																					
5. Purpose: For the Federal Aviation Administration (FAA) to continue to maintain and utilize the air traffic control tower to provide air traffic control services for commercial, military, and general aviation operations in the vicinity of Dane County Regional Airport																					
6. Vendor or Funding Source: Federal Aviation Administration (FAA)																					
7. MUNIS Vendor Code: 16043																					
8. Bid/RFP Number: n/a																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-213</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	<u>9-18-17</u>	_____	Federal Aviation Administration	
Controller	_____	_____	<u>9/22/17</u>	Contact Person	
Corporation Counsel	_____	<u>9/20/17</u>	<u>9/20/17</u>	Sharon E. Wynn / Lori Morin, Realty Specialist	
Risk Management	_____	<u>9/22/17</u>	<u>9/22/17</u>	Real Estate & Utilities Group	
Purchasing	_____	<u>9/25/17</u>	<u>9/25/17</u>	Phone No.	
_____ County Executive	_____	_____	_____	817-222-4167	
				E-mail Address	
				lori.morin@faa.gov	

Footnotes:

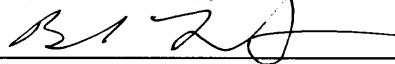
- 1.
- 2.

Return to: Name/Title: Kimberly Jones, Deputy Director Phone: (608) 246-3381 E-mail Address: jones.kimberly@msnairport.com	Dept.: Airport Mail Address: 4000 International Land, Madison, WI 53704
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy¹
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 9-14-17 Signed: 
 Telephone Number (608) 246-3390 Print Name: Bradley S. Livingston, AAE Airport Director

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Air Traffic Control Tower**Land Site****Memorandum of Agreement****MOA No: DTFACN-17-L-00145****DANE COUNTY REGIONAL AIRPORT TRUAX FIELD
MADISON, WISCONSIN**

This agreement is made and entered into by the **DANE COUNTY, WISCONSIN**, hereinafter referred to as Sponsor, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Dane County Regional Airport-Truax Field.

NOW, THEREFORE, the parties mutually agree as follows:

1. PREMISES (Jul-10):

The Sponsor hereby leases to the GOVERNMENT the following described property, hereinafter referred to as the premises:

LEGAL DESCRIPTION

That part of the SE 1/4, Section 19 T-8-N, R-10-E 4th P.M., Dane Co. Wisconsin, also being part of Truax Field, and more particularly described as follows:

1.3.3.1 Air Traffic Control Tower Land Site Memorandum of Agreement

October 2016

OMB Control No. 2120-0595

From the SE corner of said Section 19. thence North 1246.93 feet to a point. thence West 432.96 feet to an iron pin: said point being the point of beginning and the northwest corner of the tract of land to be described. From the point of beginning S88°06'E 225 feet to a point: thence S1°-54'W 233 feet to a point: thence S21°-54'W 120 feet to a point: thence N40°-26'W 50.0 feet to a point: thence N49°-34'E 22 feet: thence N1°-54'E 35 feet: thence N88° 06'W 115.0 feet to a point: thence S1°-54'W 27 feet: thence N80°06'W 51.5 feet: thence N1°-54'E 286 feet to the point of beginning. Said tract containing 1.44 acres more or less.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Dane County Regional Airport-Truax Field, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. TERMS AND CONDITIONS:

It is mutually understood and agreed that the Sponsor requires an FAA Air Traffic Control Tower (ATCT) in order to operate their business and that the FAA requires an ATCT facility at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to lease, operate, and maintain FAA ATCT facility in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2017 and continuing through September 30, 2027. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days' notice in writing. Said notice shall be sent by certified or registered mail. Furthermore, the FAA acknowledges the Airport's intent for a new, FAA-constructed ATCT to be built at another location on the airport at some point

in the future. In the event a new ATCT facility is constructed, commissioned, and operational, this MOA will be terminated in accordance with the guidelines stated above.

3. CONSIDERATION (NO-COST) (Aug-02):

The FAA shall pay the Sponsor no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

4. FAA FACILITIES (Apr-05):

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference.

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facility.

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the Air Traffic Control Tower facility, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Sponsor agrees that any relocation, replacement, or modification of Air Traffic Control Tower made necessary by Airport improvements or changes, which interferes

with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Sponsor or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor.

10. UTILITY LINES AND CONSUMPTION (Jul-10):

The Sponsor agrees to maintain the necessary water and sanitary sewer, steam and high temperature lines to the ATCT facility and to install necessary meters to the Government's lines without cost to the Government. The Government shall pay for all of its utility consumption at no more than prevailing rates charged the general public for such similar utility services under a separately negotiated custodial and janitorial contract.

11. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:

Dane County Regional
Airport Truax Field
4000 International Lane
Madison, WI 53704

FEDERAL AVIATION ADMINISTRATION:

Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, TX 76177

12. PREVIOUS LEASE(S)/AGREEMENT(S):

This agreement supersedes Land Lease number **DOT-FA68-CE-4646**. Land Lease **DOT-FA68-CE-4646** is hereby terminated.

13. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (7/14)
4. QUIET ENJOYMENT (10/96)
5. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
6. NOTIFICATION OF CHANGE OF LAND TITLE (8/02)

14. ATTACHMENT(S):

Attachment A – Operating Agreement for Air Traffic Control Tower

15. SIGNATURES (Apr-04):

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

DANE COUNTY, WISCONSIN

THE UNITED STATES OF AMERICA,
FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DANE COUNTY, WISCONSIN

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER

I. THIS AGREEMENT is hereby attached to and made a part of ATCT MOA (MOA) by and between the United States of America, acting by and through the Federal Aviation Administration, hereinafter called the Government and the Dane County, Wisconsin, operating its airport known as Dane County Regional Airport-Truax Field, located at 4000 International Lane, Madison, WI 53704, hereinafter called the Sponsor. This Agreement shall be executed by the parties hereto independently of said MOA to which it is a part.

II. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected on the plot described in the ATCT MOA 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 Sponsor agrees to the following conditions:

1. The Sponsor 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 Sponsor 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 Sponsor shall be responsible for the proper and continued functioning of all equipment and devices which the Government determines 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.

3. The Sponsor 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. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Sponsor 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 Sponsor, 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 (Why not simply refer to it as the "ATCT"?) on said Airport.

6. The Sponsor 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.

7. In accordance with the provisions of paragraph 2 of the ATCT MOA, 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 _____, 2017.

DANE COUNTY, WISCONSIN

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By _____

By _____

Title _____

Title _____

Date: _____

Date: _____

DANE COUNTY, WISCONSIN

By _____

Title _____

Date: _____