

Dane County Contract Cover Sheet

Revised 07/2023

Res 168

Dept./Division	AIRPORT/ADMIN		
Vendor Name	State of WI Dept. Military Affairs	MUNIS #	1692
Brief Contract Title/Description	Joint Use Agreement with National Guard Bureau, State of WI Military Affairs the United States provides full time fire protection and crash rescue services for civil and government aircraft emergencies		
Contract Term	6/1/2022 - 8/31/2032		
Contract Amount	N/A		

Contract # Admin will assign	15226
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Ussher	Name	Lt. Col. Michael Dunlap
Phone #	6083246-3388	Phone #	608-245-4342
Email	ussher.adam@msnairport.com	Email	michael.dunlap@us.af.mil
Purchasing Officer			

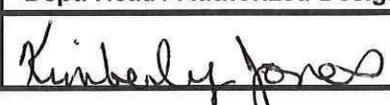
Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org: AIRLNDG	Obj: 30966	Proj:	
	Year 2023	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res # 168	
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year 2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Adam Ussher	<input type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/10/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, October 12, 2023 3:55 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15226
Attachments: 15226.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/12/2023 3:59 PM	Approve: 10/12/2023 4:00 PM
	Gault, David	Read: 10/16/2023 9:19 AM	Approve: 10/16/2023 10:19 AM
	Patten (Purchasing), Peter		Approve: 10/12/2023 3:57 PM
	Lowndes, Daniel	Read: 10/12/2023 4:10 PM	Approve: 10/17/2023 2:01 PM
	Stavn, Stephanie	Read: 10/12/2023 4:05 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15226
Department: Airport
Vendor: WI Dept of Military Affairs
Contract Description: Airport Joint Use Agreement (Res 168)
Contract Term: 6/1/22 – 8/31/2032
Contract Amount: \$--

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

2023 RES-168

**AUTHORIZING EXECUTION OF AIRPORT JOINT USE AGREEMENT WITH
THE UNITED STATES AND THE STATE OF WISCONSIN**

In common with other users of the Dane County Regional Airport, the United States National Guard Bureau and the State of Wisconsin Department of Military Affairs use runways, taxiways and related Airport facilities for operations involving the Air National Guard, the Army National Guard and transient government aircraft. Federal law requires that the Airport allow this use, but provides for compensation to the Airport when use is substantial. In consideration for the substantial use of facilities at the Dane County Regional Airport by state and federal aircraft, the National Guard Bureau and the Department of Military Affairs have agreed to enter into an Airport Joint Use Agreement under which the United States and the State of Wisconsin will maintain Airport facilities used exclusively by state and federal aircraft and will provide full time fire protection and crash rescue services for both civil and government aircraft emergencies, federally required services Dane County would otherwise have to fund itself. The Airport Joint Use Agreement is for a ten year term and does not require Dane County funding.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Airport Joint Use Agreement, as set forth above.

AIRPORT JOINT USE AGREEMENT

BETWEEN

DANE COUNTY

AND

THE STATE OF WISCONSIN

AND

UNITED STATES OF AMERICA

(DANE COUNTY REGIONAL AIRPORT)

TABLE OF CONTENTS

RECITALS.....1

AGREEMENT.....2

1. DEFINITIONS.....2

2. JOINT USE.....3

3. COUNTY RESPONSIBILITIES.....3

4. GOVERNMENT RESPONSIBILITIES4

5. PAYMENTS.....5

6. AIRFIELD MANAGEMENT5

7. GOVERNMENT RESERVED RIGHTS5

8. FIRE PROTECTION AND CRASH RESCUE.....6

9. RECORDS AND BOOKS OF ACCOUNT7

10. TERM7

11. TERMINATION.....7

12. GENERAL PROVISIONS8

13. MAJOR REPAIRS AND NEW CONSTRUCTION.....9

14. NOTICES.....9

JOINT USE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____2023, by and between the DANE COUNTY REGIONAL AIRPORT, WI ("County"); and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau ("Air Force"), and the STATE OF WISCONSIN, acting by and through its Adjutant General ("State"). The Air Force, and the State are collectively referred to as the "Government". The County, Air Force, and State are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

A. Dane County owns and operates the Dane County Regional Airport ("Airport"), located in the City of Madison, State of Wisconsin.

B. Title 49, United States Code (U.S.C.), Chapter 471, "Airport Development," (49 U.S.C. §§ 47101-47129), provides that each of the Airport's facilities developed with financial assistance from the United States Government and each of the Airport's facilities usable for the landing and taking off of aircraft always will be available without charge for use by United States Government aircraft in common with other aircraft, except that if the use is substantial, the Government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facilities used.

C. The Government requires substantial use of the flying facilities at the Airport for the Wisconsin Air National Guard (ANG), the Wisconsin Army National Guard, as well as for other occasional transient Air Force and Army aircraft.

D. The County agrees to the Government's substantial use, in common with other users of the Airport, of the flying facilities at the Airport.

E. The Government and the County desire to provide for the delineation of responsibility for operation and maintenance of the flying facilities jointly used in common with others at the Airport, and to establish the Government's reasonable share, proportional to such use, of the cost of operating and maintaining such Jointly Used Flying Facilities (hereafter defined).

F. In accordance with Air Force Instruction (AFI) 10-1002, Joint Use Agreements for Military and Civilian Flying Facilities, it is the County's responsibility to determine when the total United States Government use is substantial and advise all United States Government agencies using the airfield that use has exceeded "substantial use" criteria and any future use will result in charges. The Parties acknowledge that the County hereby advises the Government that their operations exceed substantial use.

G. The U.S. Air Force agrees to make a good faith effort based on its available records, if any, and/or information provided by the Airport's control tower to support the County's efforts

to identify other Federal Government users. All Parties agree that the County's efforts to identify all United States Government aircraft landing at the Airport is intended to allow full reimbursement to the County for the proportionate share of the total military users (assigned and transient) for the Jointly Used Flying Facilities. The Parties agree that renewal of this Agreement will not be delayed if the County, through its best efforts, is unable to identify other transient military and United States government aircraft landing at the Airport.

H. In accordance with Air Force policy, there shall only be one Air Force agreement supporting Air Force military operations for each civil airport used. When more than one Air Force unit regularly uses an airport, the Deputy Assistant Secretary of the Air Force (Installations) will designate a lead unit (normally the Air National Guard through the National Guard Bureau) who will attempt to account for the use by all Air Force activities and be the lead in discussions with the County. Any Air Force user that refuses, fails to participate, or does not reply to requests from the lead unit will be directed by the Deputy Assistant Secretary of the Air Force (Installations) to terminate operations at the Airport.

I. All non-Air National Guard/Army National Guard/State or non-Air Force users will be billed directly by the County and pay their proportionate share directly to the County. All other United States agencies and branches or bureaus of the U.S. military will need to work directly with the County to pay their fair share proportionate to their use, of the cost of operating and maintaining the Jointly Used Flying Facilities.

AGREEMENT:

THEREFORE, the Parties agree as follows:

1. DEFINITIONS

A. For purposes of this Agreement, the Jointly Used Flying Facilities of the Airport means the runways, taxiways, lighting systems, navigational aids, markings and appurtenances open to public use and use by the Government, including all improvements and facilities pertaining thereto and situated thereon and all future additions, improvements, and facilities thereto as may be added or constructed from time to time ("Jointly Used Flying Facilities"). The Jointly Used Flying Facilities as depicted in Exhibit "A" attached hereto do not include land areas used exclusively by the Government or the terminal buildings, hangars, aircraft parking aprons, ramps, and other areas or structures used exclusively by the County or its lessees, permittees, or licensees for civilian or commercial purposes.

B. Federal Aviation Administration (FAA) Airport Compliance Manual Order 5190.6B, § 7.14(a) and § 3.20(a); Grant Assurance 27 (Use by Federal Government Aircraft); and 49 U.S.C. § 47107(a)(11) define "substantial use" as the existence of one of the following conditions: (1) five or more federal government aircraft are regularly based at the airport or land

adjacent to the airport, (2) federal government aircraft make 300 or more total calendar month operations (each landing and takeoff is a separate operation), or (3) the gross cumulative weight of federal government aircraft using the airport in a calendar month exceeds 5,000,000 pounds (total operations of federal government aircraft multiplied by the gross certified weights of such aircraft). "Federal government aircraft" means the collective use by United States aircraft and not individual branches or bureaus of the United States military, for purposes for defining *substantial use* only, herein.

2. JOINT USE

Subject to the terms and conditions of this Agreement, the Government shall have the use, in common with other users of the Airport, present and prospective, of the Jointly Used Flying Facilities, together with all necessary and convenient rights of ingress and egress to and from the Wisconsin Air National Guard and Army National Guard installations at the Airport and other Air Force and Army facilities located on the Airport. Routes for ingress and egress for the Government's employees, agents, customers and contractors shall not unduly restrict the Government in its operations.

3. COUNTY RESPONSIBILITIES

The County is responsible for the following services and functions, to standards in accordance with Paragraph 6 below:

a. Furnishing all personnel, materials and equipment required in the rendering of the services to be provided under the Agreement.

b. Performing any and all maintenance of the Jointly Used Flying Facilities, including but not limited to:

(1) Joint sealing, crack repair, surface repairs, and airfield markings and repairing or replacing damaged sections of airfield pavement;

(2) Runway, taxiway, and approach lighting and the regulators and controls therefor;

(3) Beacons, obstruction lights, wind indicators, and other navigational aids;

(4) Grass cutting and grounds care, drainage, and dust and erosion control of unpaved areas, adjacent to runways and taxiways;

(5) Sweeping runways and taxiways;

(6) Controlling insects and pests;

(7) Removing snow, ice and other hazards from runways, taxiways, and overruns necessary for the safe and effective operation of the Airport within a reasonable time after such runways and taxiways have been so encumbered.

c. Furnishing utilities necessary to operate the Jointly Used Flying Facilities.

d. Removing disabled civil aircraft as expeditiously as possible, subject to the rules and regulations of the National Transportation Safety Board, in order to minimize the length of time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

4. GOVERNMENT RESPONSIBILITIES

The Air Force and Army (with the assistance from the State as applicable) will be responsible for the following:

a. Removing disabled Air Force and Army aircraft as expeditiously as possible in order to minimize the length of time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

b. Providing supplemental sweeping of those runways and taxiways used by and in support of the Government aircraft operations.

c. Subject to availability of appropriations therefor, repairing within a reasonable time damage to the Jointly Used Flying Facilities to the extent that such damage is caused solely by Air Force or Army aircraft operations and is in excess of the fair wear and tear resulting from the military use contemplated under this Agreement.

d. Maintaining, at its expense, areas of taxiway "G" (east of the aircraft holding bars for runway 18/36) which is included in the ANG long-term lease, and such other areas as determined by the current and future leases as may be amended from time to time.

e. Disengaging aircraft arresting barrier cables (when installed) as necessary to remove snow and ice in these areas.

f. Removing snow and ice from all ramps, aprons, and taxiways used exclusively by Government aircraft.

g. Preparing and coordinating the snow removal plan and any other operational plans and procedures that may be necessary to implement the provisions of this Agreement.

h. Consistent with military operations as determined by the Government, keeping the noise level of its operations as low as practicable, and when possible, supporting the County's noise abatement program.

i. Providing fire protection and crash rescue services (a/k/a “CFR”) for both Government and civil aircraft emergencies subject to Paragraphs 5 and 8 below.

5. PAYMENTS

a. In consideration of and for the faithful performance of this Agreement, and subject to the availability of federal and state appropriations and Paragraph 8 below, the Government, as its proportionate share of the cost of operating and maintaining the Jointly Used Flying Facilities for the entire term of the Agreement, shall pay to the County a one-time nominal amount of One Hundred Dollars (\$100.00) and provide fire protection and crash rescue services for civil aircraft emergencies on behalf of the County.

b. In the event the Government ceases to provide fire protection and crash rescue services for civil aircraft emergencies, as provided in Paragraphs 4 and 8 of the Agreement, the Parties will renegotiate the payments provisions upon the written request of the County.

c. Bill for the payment provided hereunder shall be directed to:

Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

d. Any Party may request renegotiation if a Party, at the request or with the formal concurrence of the other, as the case may be, requires services not contemplated by this Agreement, or reduces or eliminates services it undertakes to provide under this Agreement.

6. AIRFIELD MANAGEMENT

a. The County agrees that maintenance of the Jointly Used Flying Facilities shall, at all times, be in accordance with Federal Aviation Administration (“FAA”) standards for the operation of a commercial airport and operation of jet aircraft.

b. The Government agrees that any markings and equipment installed by it pursuant to Paragraph 7 of the Agreement shall be coordinated with the County, and not be in conflict with FAA standards.

7. GOVERNMENT RESERVED RIGHTS

The Government reserves the right, at its sole cost and expense and subject to Paragraph 6b above, to:

a. Provide and maintain in the Jointly Used Flying Facilities airfield markings required solely for military aircraft operations.

b. Install, operate and maintain in the Jointly Used Flying Facilities any and all additional equipment, necessary for the safe and efficient operation of military aircraft including but not limited to arresting systems and navigational aids.

8. FIRE PROTECTION AND CRASH RESCUE

a. The Government maintains a fire fighting and crash rescue organization in support of military operations at the Airport. Within the limits of the capabilities of this organization, the Government agrees to provide fire protection and crash rescue services, on a twenty-four (24)-hours per day, seven (7) days per week basis, for all civil aircraft emergencies on behalf of the County, subject to subparagraphs 8b, 8c, and 8d below and Paragraphs 4 and 5 above.

b. The County agrees to release, acquit, and forever discharge the United States and the State of Wisconsin and their respective officers, agents, and employees for all liability arising out of or connected with the use of or failure to supply in individual cases, United States and State of Wisconsin firefighting and crash rescue equipment or personnel for fire control and crash rescue activities at or in the vicinity of the Airport. The County further agrees to indemnify, defend, and hold harmless the United States and the State of Wisconsin and their respective officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of or failure to supply in individual cases, United States and State of Wisconsin firefighting and crash rescue equipment or personnel, except where such claims arise out of or result from the gross negligence or willful misconduct of the officers, agents, or employees of the United States or the State of Wisconsin, without contributory fault on the part of any person, firm, or corporation, and to execute and maintain in effect a hold harmless agreement as required by applicable Air Force instructions for all periods during which emergency firefighting and crash rescue service is provided to civil aircraft by the Government. Furthermore, the County agrees to indemnify and hold harmless the United States and the State of Wisconsin and their respective officers, agents, and employees from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force or the State of Wisconsin or their respective officers, agents, or employees in providing fire protection services to the County, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the County's obligation under this paragraph to indemnify, defend, and hold harmless the United States and the State of Wisconsin and their respective officers, agents, or employees from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force or the State of Wisconsin or their respective officers, agents, and employees in providing fire protection services to the County, which obligation shall survive such termination

c. The County will reimburse the State of Wisconsin Department of Military Affairs for expenses incurred by the Government for firefighting and crash rescue materials expended in connection with providing such service to civil aircraft.

d. The Government's responsibility under this Paragraph 8 shall continue only so long as a fire fighting and crash rescue (CFR) organization is authorized for military operations at the Airport. The Government shall have no obligation to maintain any firefighting and crash rescue organization, or to provide any increase in firefighting and crash rescue equipment or personnel, or to conduct any training or inspection for the purposes of this paragraph. It is further understood that the Government's firefighting and crash rescue equipment shall not be routinely parked on the Jointly Used Flying Facilities during non-emergency landings of civil aircraft. The Government will notify the County of any reduction or the withdrawal of firefighting and crash rescue capability and equipment. This notice will be given in writing at least six (6) months in advance of such action to the extent practicable, consistent with military operations and necessity as determined by the Government in its sole and absolute discretion.

e. The Government shall not be responsible for or required to provide any additional or higher level of CFR than is required for its military operations at the Airport. Any additional or higher level of CFR which may be required for civil aircraft operations shall be the responsibility of and provided by the County at its own expense.

9. RECORDS AND BOOKS OF ACCOUNT

The County agrees to keep records and books of account, showing the actual cost to it of all items of labor, materials, equipment, supplies, services, and other expenditures made in fulfilling the obligations of this Agreement. The Comptroller General of the United States or any of his or her duly authorized representatives and the State Adjutant General shall, until the expiration of three (3) years after final payment, have access at all times to such records and books of account, or to any directly pertinent books, documents, papers, and records of any of the County's contractors or subcontractors engaged in the performance of and involving transactions related to this Agreement. The County further agrees that representatives of the Air Force Audit Agency or any other designated representative of the Government shall have the same right of access to such records, books of account, documents and papers as is available to the Comptroller General and the Adjutant General.

10. TERM

This Agreement shall be effective for a term of ten (10) years beginning June 1, 2022 and ending on May 31, 2032, or until a successor Airport Joint Use Agreement between the Parties is fully executed, whichever is later.

11. TERMINATION

a. This Agreement may be terminated by any Party at any time by giving at least ninety (90) days' notice thereof in writing to the other Party.

b. The Government, by giving written notice to the County, may terminate the right of the County to proceed under this Agreement if it is found, after notice and hearing by the Secretary of the Air Force or his or her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the County, or any agent or representative of the County, to any officer or employee of the Government with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement, provided that the existence of the facts upon which the Secretary of the Air Force or his or her duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

c. In the event this Agreement is terminated as provided in subparagraph 11b above, the Government shall be entitled to pursue the same remedies against the County as it could pursue in the event of a breach of the Agreement by the County and in addition to any other damages to which it may be entitled by law, the Government shall be entitled to exemplary damages in an amount (as determined by the Secretary of the Air Force or his or her duly authorized representative) which shall be not less than three (3) or more than ten (10) times the costs incurred by the County in providing any such gratuities to any such officer or employee.

d. If either the County or State terminates the agreement the United States, in accordance with Federal Aviation Administration (FAA) Airport Compliance Manual Order 5190.6B, § 7.14(a) and § 3.20(a), Grant Assurance 27 (Use by Federal Government Aircraft) and 49 U.S.C. § 47107(a)(11), will continue use of the Joint Use Flying Facilities IAW FAA's Grant Assurance No. 27 and 49 U.S.C. § 47107(a)(11).

e. The rights and remedies of the Government provided in subparagraph 11c above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. GENERAL PROVISIONS

a. **Compliance with Law.** The County shall comply with all federal, state and local laws, rules and regulations applicable to the activities conducted under this Agreement.

b. **Assignment.** The County and Government shall neither transfer nor assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Any unauthorized transfer or assignment is void.

c. **Liability.** Except as otherwise provided in this Agreement, no Party shall be liable for damages to property or injuries to persons arising from acts of the other in the use of the Jointly Used Flying Facilities or occurring as a consequence of the performance of responsibilities under this Agreement.

d. **Third Party Benefit.** No member or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

e. **Entire Agreement.** It is expressly agreed that this written instrument embodies the entire financial arrangement and agreement of the Parties regarding the use of the Jointly Used Flying Facilities by the Government, and there are no understandings or agreements, verbal or otherwise, among the Parties in regard to it except as expressly set forth herein. Specifically, no landing fees or other fees not provided in this Agreement will be assessed by the County against the Government in the use of the Jointly Used Flying Facilities during the term of this Agreement.

f. **Modification.** This Agreement may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties hereto.

g. **Waiver.** The failure of any Party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, covenants, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, covenants, or provisions. No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver be in writing signed by such Party.

h. **Paragraph Headings.** The brief headings or titles preceding each Paragraph and subparagraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement.

i. **Executory Clause.** In accordance with 31 U.S.C. § 1341, the Government shall have no responsibility under this Agreement to the County or to anyone else beyond funds appropriated and available for this Agreement.

j. **Jurisdiction and Governing Law.** The Agreement shall be governed and construed with the laws of the State of Wisconsin, and the federal laws of the United States of America. In the event that this Agreement, or any portion of it, or the operations contemplated by it are found to be inconsistent with or contrary to laws or official orders, rules, or regulations of the United States, then the laws of the United States shall control. This Agreement then shall be modified accordingly, and, as so modified, shall continue in full force and effect. The federal courts shall have jurisdiction for this Agreement.

13. MAJOR REPAIRS AND NEW CONSTRUCTION

Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities (collectively, "Joint Use Projects") are not included under this Agreement. Any Government contribution to Joint Use Projects shall be the subject of separate negotiations and written agreement between the County and the Government at such time as the work is required. Any Government participation in the costs of Joint Use Projects is subject to the availability of Federal and/or State funds for such purpose at the time the work is required.

14. NOTICES

No notice, order, direction, determination, requirement, consent or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.

- a. Written communications to the County shall be addressed to:

Airport Director
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704

- b. Written communications to the Government shall be in duplicate with copies to the United States of America and the State of Wisconsin addressed respectively, as follows

To the United States of America:

NGB/A4
3501 Fetchet Avenue
Joint Base Andrews, Maryland 20762-5157

To the State of Wisconsin:

The Adjutant General
P.O. Box 8111
Madison, Wisconsin 53708-8111

15. AUTHORITY TO SIGN

Each Party represents and warrants to the other Party that the individuals signing this agreement on behalf of such Party are authorized to do so and the Party has secured all necessary approvals and authorizations prior to the signing of this agreement.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Dated: _____ COUNTY OF DANE

By: _____
County Executive

By: _____
County Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Signature) _____

(Title) _____

(Signature) _____

Dated: _____ STATE OF WISCONSIN

Coordinated with:

U.S. Property & Fiscal Officer

By: _____
The Adjutant General

Dated: _____ UNITED STATES OF AMERICA

By: _____
For the Chief, National Guard Bureau

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Dated: _____ COUNTY OF DANE

By: _____
County Executive

By: _____
County Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Signature) Meg Kist

(Title) General Counsel

(Signature) Meg Vergeront

Dated: August 9, 2023 STATE OF WISCONSIN

Coordinated with:

[Signature]
U.S. Property & Fiscal Officer

By: [Signature]
The Adjutant General

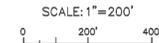
Dated: _____ UNITED STATES OF AMERICA

By: _____
For the Chief, National Guard Bureau

BASIS OF BEARINGS STATEMENT

BEARINGS ARE BASED UPON WISCONSIN COUNTY COORDINATES DANE COUNTY MAD 93 (2011)

PLAT OF SURVEY FOR WISCONSIN AIR NATIONAL GUARD



LEGAL DESCRIPTIONS

LEGAL DESCRIPTION--CURRENT LEASE

All that part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 20 and part of the Northwest 1/4 of the Northeast 1/4, part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northwest 1/4 of the Northwest 1/4, part of the Southeast 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 29, all in Township 8 North, Range 10E, City of Madison, Dane County, Wisconsin, containing 6,586,463 square feet (151,204.4 acres) bounded and described as follows:

Commencing at the Northeast corner of Section 29; thence S88°08'59"W, 2235.39 feet along the North line of the Northeast 1/4 of said Section 29 to the Point of Beginning; thence S24°41'58"E, 389.73 feet; thence S88°03'59"E, 160.38 feet; thence S01°40'32"W, 222.21 feet; thence S46°55'03"W, 29.28 feet; thence S01°55'03"W, 150.00 feet; thence S87°48'57"E, 180.00 feet; thence S01°55'03"W, 60.00 feet; thence N87°48'57"W, 70.00 feet; thence S01°55'03"W, 180.00 feet; thence S88°11'36"E, 40.00 feet; thence S01°55'03"W, 516.08 feet; thence N88°11'36"W, 164.97 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N43°11'00"W, 21.21 feet; thence S01°49'36"W, 90.00 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N46°49'00"E, 21.21 feet; thence S88°11'36"E, 760.23 feet; thence S88°11'36"E, 150.00 feet; thence N88°11'36"E, 184.19 feet; thence 196.56 feet along the arc of a curve to the right with a radius of 150.00 feet and a chord of S43°08'38"E, 176.93 feet; thence S01°54'19"W, 356.94 feet; thence N88°05'38"W, 333.60 feet; thence N01°48'35"E, 456.58 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of N46°48'30"E, 35.35 feet; thence N88°11'36"W, 150.00 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of S43°11'30"E, 35.38 feet; thence S01°48'35"W, 582.67 feet; thence N88°01'49"W, 450.41 feet; thence S01°49'36"W, 470.16 feet; thence N88°58'30"W, 352.16 feet; thence N88°12'13"W, 899.24 feet; thence S01°49'46"W, 1511.28 feet; thence N88°08'35"W, 1081.82 feet; thence N02°47'37"E, 555.66 feet; thence N29°28'05"W, 449.55 feet; thence N55°59'21"E, 144.63 feet; thence S88°27'19"E, 224.68 feet; thence N01°09'58"W, 50.65 feet; thence 448.19 feet along the arc of a curve to the left with a radius of 301.63 feet and a chord of N44°26'14"E, 408.08 feet; thence N01°52'11"E, 1331.54 feet; thence 243.73 feet along the arc of a curve to the right with a radius of 310.61 feet and a chord of N23°02'56"E, 237.53 feet; thence N46°49'48"E, 445.40 feet; thence N88°09'05"W, 513.49 feet; thence N28°53'56"E, 1420.47 feet; thence S61°06'04"E, 841.41 feet; thence N46°49'48"E, 35.09 feet to the Point of Beginning.

LEGAL DESCRIPTION--PROPOSED LEASE

All that part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 20 and part of the Northwest 1/4 of the Northeast 1/4, part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northwest 1/4 of the Northwest 1/4, part of the Southeast 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 29, all in Township 8 North, Range 10E, City of Madison, Dane County, Wisconsin, containing 6,395,611 square feet (146,823.0 acres) bounded and described as follows:

Commencing at the Northeast corner of Section 29; thence S88°08'59"W, 2235.39 feet along the North line of the Northeast 1/4 of said Section 29 to the Point of Beginning; thence S24°41'58"E, 389.73 feet; thence S88°03'59"E, 160.38 feet; thence S01°40'32"W, 222.21 feet; thence S46°55'03"W, 29.28 feet; thence S01°55'03"W, 150.00 feet; thence S87°48'57"E, 180.00 feet; thence S01°55'03"W, 60.00 feet; thence N87°48'57"W, 70.00 feet; thence S01°55'03"W, 180.00 feet; thence S88°11'36"E, 40.00 feet; thence S01°55'03"W, 516.08 feet; thence N88°11'36"W, 164.97 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N43°11'00"W, 21.21 feet; thence S01°49'36"W, 90.00 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N46°49'00"E, 21.21 feet; thence S88°11'36"E, 760.23 feet; thence S88°11'36"E, 150.00 feet; thence N88°11'36"E, 184.19 feet; thence 196.56 feet along the arc of a curve to the right with a radius of 150.00 feet and a chord of S43°08'38"E, 176.93 feet; thence S01°54'19"W, 356.94 feet; thence N88°05'38"W, 333.60 feet; thence N01°48'35"E, 456.58 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of N46°48'30"E, 35.35 feet; thence N88°11'36"W, 150.00 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of S43°11'30"E, 35.38 feet; thence S01°48'35"W, 582.67 feet; thence N88°01'49"W, 450.41 feet; thence S01°49'36"W, 470.16 feet; thence N88°58'30"W, 352.16 feet; thence N88°12'13"W, 899.24 feet; thence S01°49'46"W, 1511.28 feet; thence N88°08'35"W, 1081.82 feet; thence N02°47'37"E, 555.66 feet; thence N29°28'05"W, 449.55 feet; thence N55°59'21"E, 144.63 feet; thence S88°27'19"E, 224.68 feet; thence N01°09'58"W, 50.65 feet; thence 448.19 feet along the arc of a curve to the left with a radius of 301.63 feet and a chord of N44°26'14"E, 408.08 feet; thence N01°52'11"E, 1331.54 feet; thence 243.73 feet along the arc of a curve to the right with a radius of 310.61 feet and a chord of N23°02'56"E, 237.53 feet; thence N46°49'48"E, 445.40 feet; thence N88°09'05"W, 513.49 feet; thence N28°53'56"E, 1420.47 feet; thence S61°06'04"E, 841.41 feet; thence N46°49'48"E, 35.09 feet to the Point of Beginning.

LEGAL DESCRIPTION--PROPOSED LEASE NORTH OF DIVISION LINE

All that part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 20 and part of the Northwest 1/4 of the Northeast 1/4, part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northwest 1/4 of the Northwest 1/4, part of the Southeast 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 29, all in Township 8 North, Range 10E, City of Madison, Dane County, Wisconsin, containing 6,395,611 square feet (146,823.0 acres) bounded and described as follows:

Commencing at the Northeast corner of Section 29; thence S88°08'59"W, 2235.39 feet along the North line of the Northeast 1/4 of said Section 29 to the Point of Beginning; thence S24°41'58"E, 389.73 feet; thence S88°03'59"E, 160.38 feet; thence S01°40'32"W, 222.21 feet; thence S46°55'03"W, 29.28 feet; thence S01°55'03"W, 150.00 feet; thence S87°48'57"E, 180.00 feet; thence S01°55'03"W, 60.00 feet; thence N87°48'57"W, 70.00 feet; thence S01°55'03"W, 180.00 feet; thence S88°11'36"E, 40.00 feet; thence S01°55'03"W, 516.08 feet; thence N88°11'36"W, 164.97 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N43°11'00"W, 21.21 feet; thence S01°49'36"W, 90.00 feet; thence 23.56 feet along the arc of a curve to the right with a radius of 15.00 feet and a chord of N46°49'00"E, 21.21 feet; thence S88°11'36"E, 760.23 feet; thence S88°11'36"E, 150.00 feet; thence N88°11'36"E, 184.19 feet; thence 196.56 feet along the arc of a curve to the right with a radius of 150.00 feet and a chord of S43°08'38"E, 176.93 feet; thence S01°54'19"W, 356.94 feet; thence N88°05'38"W, 333.60 feet; thence N01°48'35"E, 456.58 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of N46°48'30"E, 35.35 feet; thence N88°11'36"W, 150.00 feet; thence 39.27 feet along the arc of a curve to the right with a radius of 25.00 feet and a chord of S43°11'30"E, 35.38 feet; thence S01°48'35"W, 582.67 feet; thence N88°01'49"W, 450.41 feet; thence S01°49'36"W, 470.16 feet; thence N88°58'30"W, 352.16 feet; thence N88°12'13"W, 899.24 feet; thence S01°49'46"W, 1511.28 feet; thence N88°08'35"W, 1081.82 feet; thence N02°47'37"E, 555.66 feet; thence N29°28'05"W, 449.55 feet; thence N55°59'21"E, 144.63 feet; thence S88°27'19"E, 224.68 feet; thence N01°09'58"W, 50.65 feet; thence 448.19 feet along the arc of a curve to the left with a radius of 301.63 feet and a chord of N44°26'14"E, 408.08 feet; thence N01°52'11"E, 1331.54 feet; thence 243.73 feet along the arc of a curve to the right with a radius of 310.61 feet and a chord of N23°02'56"E, 237.53 feet; thence N46°49'48"E, 445.40 feet; thence N88°09'05"W, 513.49 feet; thence N28°53'56"E, 1420.47 feet; thence S61°06'04"E, 841.41 feet; thence N46°49'48"E, 35.09 feet to the Point of Beginning.

POINT TABLE with columns for No., Northing, Easting, No., Northing, Easting. Contains 30 rows of coordinate data.

LINE TABLE with columns for LINE, BEARING, LENGTH. Contains 17 rows of line data.

CURVE TABLE with columns for CURVE, ARC, RADIUS, CH, BEARING, CH L, DELTA. Contains 20 rows of curve data.

REAL PROPERTY INDEX

- LAND OWNED BY ANG
LAND LEASED TO ANG FROM DANE CTY
LAND LEASED TO ANG PERMITTED TO ARNG

SURVEYOR'S CERTIFICATE

I hereby certify that (a) this survey is true and correct and was made on the ground under my supervision and that (b) I am a duly licensed land surveyor under the laws of the state of Wisconsin and (c) this survey document correctly shows the boundary lines and dimensions and area of the land indicated hereon and (d) the subject property described in this survey is the same land as described in the current operative documents received.

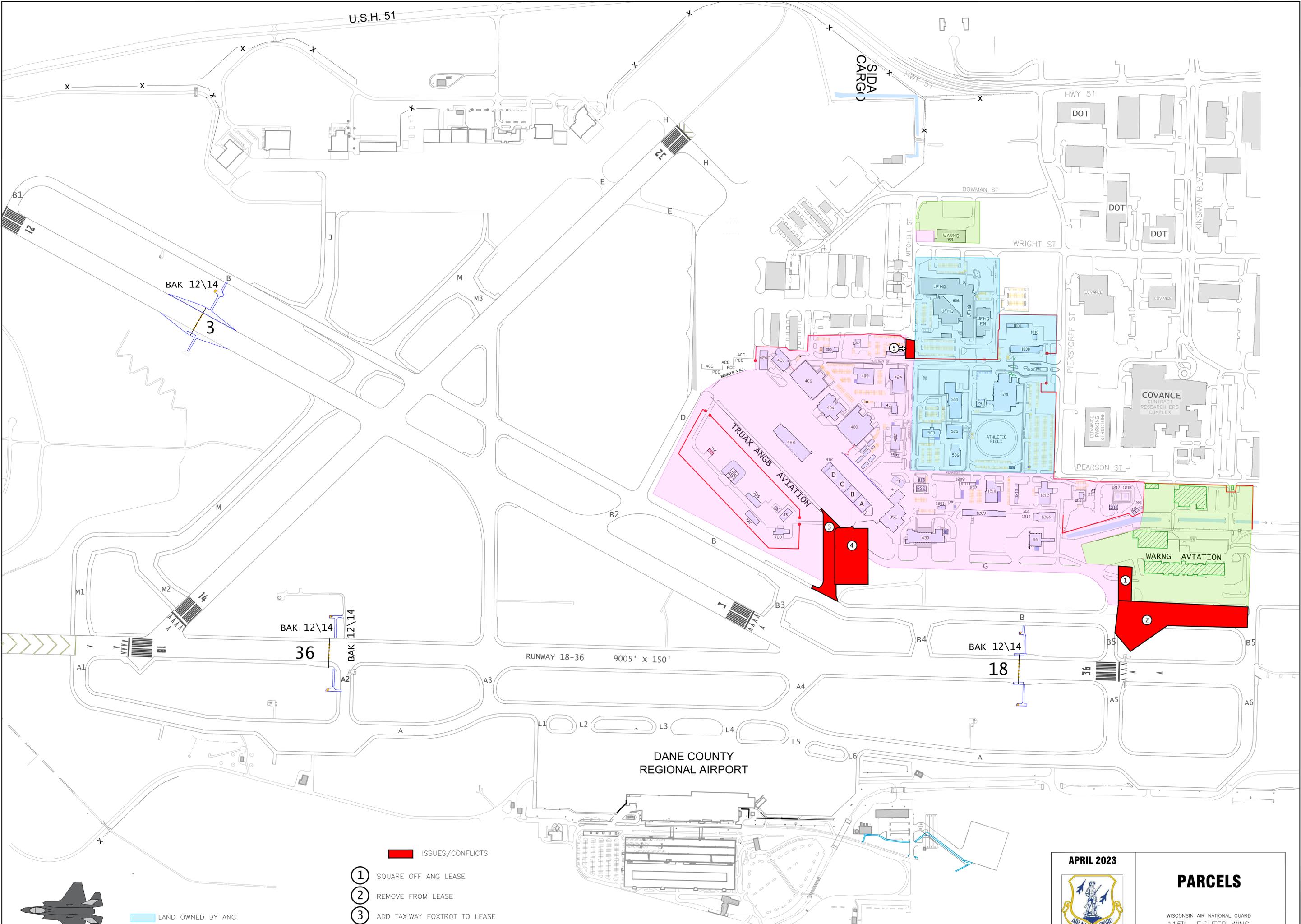
Signature of William F. Kotler, WI-PLS 2348, dated February 20, 2014.

LEGEND

- SECTION CORNER - FOUND / NOT FOUND
EXISTING LEASE CORNER
PROPOSED LEASE CORNER
3/4" X 24" IRON PIN AND ALUMINUM CAP
CHISELED 'X' SET IN CONCRETE PAVEMENT
BEARING DISTANCE OF EXISTING LEASE BOUNDARY
BEARING DISTANCE OF PROPOSED LEASE BOUNDARY
EXISTING LEASE CORNER POINT ID NO.
PROPOSED LEASE CORNER POINT ID NO.
BOUNDARY MARKER
RIGHT OF WAY LINE
PROPERTY / LEASE BOUNDARY LINE
PROPOSED LEASE BOUNDARY
PROPOSED LEASE DIVISION
SECTION LINE
CENTERLINE

PARCELS PLAT OF SURVEY PAGE 2 of 2. WISCONSIN AIR NATIONAL GUARD 15TH FIGHTER WING TRUXAL FIELD AIR NATIONAL GUARD BASE 3110 Mitchell Street MADISON, WI 53704-2591 608 245-4571

Vertical sidebar containing U.S. ARMY CORPS OF ENGINEERS logo, project information, and SHEET 1 OF 1 label.



- LAND OWNED BY ANG
- LAND LEASED TO ANG FROM DANE CTY
- LAND LEASED TO ANG PERMITTED TO ARNG

- ISSUES/CONFLICTS
- ① SQUARE OFF ANG LEASE
- ② REMOVE FROM LEASE
- ③ ADD TAXIWAY FOXTROT TO LEASE
- ④ ADD FUTURE ARM DE-ARM PAD SITE TO LEASE
- ⑤ VOLLEYBALL PIT

APRIL 2023

PARCELS

WISCONSIN AIR NATIONAL GUARD
115TH FIGHTER WING
TRUAX FIELD AIR NATIONAL GUARD BASE
3110 Mitchell Street
MADISON, WI 53704-2591
608 245-4571

DRAWN BY: RLK