

CONTRACTUAL AGREEMENT FOR OVERTIME LABOR SERVICES BETWEEN

Midwest Air Traffic Control and La Crosse Regional Airport

RE: La Crosse Regional Airport, Wisconsin - LSE

This agreement is made and entered into this 5th day of October 2021, by and between Midwest Air Traffic Control (“Company”) having a principal place of business at 7300 W 129th Street, Overland Park, KS and La Crosse Regional Airport, (the “Airport”), having a principal place of business at 2850 Airport Dr, La Crosse, WI 54603.

Purpose

This Agreement is entered specifically for the purpose of Company assigning its employees to perform certain air traffic control related services (specifically, weather observation and reporting) for the Airport at the La Crosse Regional Airport as required. These additional duties will be performed outside the normal operating hours of the tower as provided by the FCT contract.

1. Scope of Work

Company’s employees will provide overtime and on-call weather observation and reporting services for Airport on unscheduled and non-recurring dates during the time period beginning October 5, 2021, subject to and conditioned upon the availability of staffing. The availability of staffing shall be determined by the Company in its sole and absolute discretion. **In addition, the FAA Contract Tower Program Office and aviation liability insurance provider representative both must provide advance approval of the extension of hours.** If the request is not made in time for these entities to approve the extension, or if either entity declines to approve the extension, the extension of hours will not be provided.

2. Term

This Agreement shall become effective on the date entered above and shall continue in full force until terminated.

3. Termination

- A. Notwithstanding any other provisions contained in this Agreement, Airport may terminate the Agreement, for any reason and without penalty, upon thirty (30) day’s written notice sent certified mail or commercial overnight delivery to the Company. Company may terminate this Agreement upon thirty (30) days written notice to Airport.
- B. If this Agreement is terminated, Airport shall only be obligated to pay for services actually provided by Company to the effective date of the termination.

4. Employees of Company

- A. Company will continue to recruit, interview, select, hire and assign employees who, in Company's judgment, are reasonably qualified to perform normal air traffic control services for the additional activities anticipated at the Airport. As the employer, Company will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law, (iii) remit such taxes and charges to appropriate government entity, (iv) pay net wages and fringe benefits, if any, directly to employees.
 - B. In connection with the performance of this Agreement, Company will comply with all laws, regulations, and orders to the extent applicable to Company.
 - C. The employees assigned to Airport under this Agreement shall remain employees of Company. Company's employees shall not be entitled to participate in any Airport employee benefits, including but not limited to, social security, pension, Section 401 (k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), overtime, unemployment, stock purchases, worker's compensation, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.
 - D. Airport shall make no state or federal unemployment compensation payments on behalf of Company or Company's employees or contract personnel. Company and Company's employees will not be entitled to these benefits in connection with work performed under this Agreement.
 - E. Airport shall not obtain workers' compensation insurance on behalf of Company or Company's employees. Company will cover their employees with workers' compensation insurance to the extent required by law and provide Airport with a certificate of workers' compensation insurance before the employees begin the work.
 - F. Company represents and warrants that Company and Company's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.
 - G. Company agrees to inform its workers of work hours, meal and break procedures, and appropriate dress code. Company will inform its workers that they are not entitled to benefits, as described in Paragraph 4C, from Airport.
5. Non-Solicitation. Airport agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement for any reason whatsoever, Airport shall not either directly or indirectly, on its own behalf or on behalf of others actively encourage or induce the voluntary termination of, or recruit for employment or employ any person(s) (including workers) then employed or associated with Company.
6. Indemnification
- A. Airport shall indemnify, defend and hold harmless Company and its directors, officers, employees, agents, and affiliated partnerships or corporations against all demands, claims, actions, losses, judgment, cost and expenses (including reasonable attorney fees) imposed upon or incurred by Airport arising out of any of the following:
 - 1) Airport's failure to comply with applicable laws, regulations, or orders; and
 - 2) Any negligent act or omission or intentional misconduct on the part of Airport its officers, employees (including its employees on assignment), or agents.
 - B. Company and Airport shall indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, and affiliated partnerships or corporations against all demands, claims, actions, losses, judgment, cost and expenses (including reasonable attorney fees) imposed upon or incurred by Company or Airport arising out of the performance of this Agreement by Company Airport or Company or Airport's employees or contract personnel, including but not limited to

worker's compensation payments to Company's employees or contract personnel associated with Company's employees or contract personnel's work under this Agreement.

7. Payment and Billing

- A. Airport agrees to pay Company \$80.00 per overtime hour utilized. This cost will be billed at the end of each month with payment due in 15 days.
- B. Company agrees that only one employee is needed to provide weather observation services and any additional employees provided by Company will not result in additional charges over \$80.00 per hour by the Airport.

8. Miscellaneous

- A. Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective.
- B. It is understood and agreed that the intent of this agreement is to include everything necessary for the proper and orderly execution and completion of the services described herein. Any/all services or material described in words, which have a well-known technical, or trade meaning shall be interpreted in accordance with such technical or trade meaning.

9. Notices

Whenever, by the terms of this Agreement, notice, demand, or other communication shall or may be given, to either party, same shall be in writing and shall be sent by certified mail or commercial overnight delivery:

If intended for Airport:

Ian Turner
Airport Director
La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54603
608 789 7456
turneri@lseairport.com

If intended for Company:

DeAnna Dresel
Executive Vice President
7300 W 129th Street
Overland Park, KS 66213
Cell: 913-226-6415
Deanna.dresel@midwestatc.com

10. Paragraph Headings

The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

11. Invalidity of Particular Provisions

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent of the law.

12. Choice of Law

This contract shall be governed under the laws of the state of Kansas and is made at Overland Park, KS, and venue for any legal action to enforce the terms of this contract shall be exclusively in Johnson County Kansas Circuit Court.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

La Crosse Regional Airport

Midwest Air Traffic Control

By:
Ian Turner
Airport Director

By:
DeAnna Dresel
Executive Vice President