

AGREEMENT FOR THE  
FIBER OPTIC BUILD LOCATED AT THE YAMPA VALLEY REGIONAL AIRPORT (YVRA)  
CONNECTING THE YVRA TERMINAL WITH THE NEW ATLANTIC AVIATION FBO FACILITY  
BETWEEN  
ROUTT COUNTY, COLORADO  
AND  
ATLANTIC AVIATION-STEAMBOAT-HAYDEN LLC

This Agreement for the Fiber Optic Build located at YVRA connecting the YVRA terminal with the new Atlantic Aviation FBO facility (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Routt County, Colorado, acting by and through the Board of County Commissioners (“County”) and Atlantic Aviation-Steamboat-Hayden LLC, a Colorado limited liability company (“FBO”) regarding the purchase, installation and joint-use of the Fiber Optic Communications Element, which will be installed in association with the new Atlantic Aviation FBO Facility Construction Project.

RECITALS

WHEREAS, the new Atlantic Aviation FBO Facility Construction Project (“FBO Project”) consists of a new FBO Terminal and Office Building, Ground Storage Equipment Building, parking lot, taxiway connectors and ramp; and

WHEREAS, in 2018, Century Link, completed a fiber optic cable into the Yampa Valley Regional Airport (YVRA) terminal; and

WHEREAS, during the design phase of the FBO Project, alternatives for system controls were evaluated including security control systems, telephone control systems, and fiber optic control systems; and

WHEREAS, after both parties evaluated the control system alternatives, the initial FBO Project design included a 12-strand single-mode fiber optic cable in one conduit; and

WHEREAS, the County by and through the Yampa Valley Regional Airport (YVRA) is responsible for airport wide security and access control systems; and

WHEREAS, YVRA expressed an interest in having a fiber optic cable installed in conjunction with the FBO Project control system; and

WHEREAS, in response to YVRA, the final FBO Project design includes a shared 24-strand single-mode fiber optic cable in one conduit from the YVRA terminal to the new Atlantic Aviation FBO Facility; two separate 12-strand single-mode fiber optic cables from the new Atlantic Aviation FBO to the Bravo West Hangar; one 12-strand single-mode fiber optic cable from the new Atlantic Aviation FBO facility to the General Aviation Gate; collectively, and as more clearly defined below as the “Fiber Optic Project”;

NOW, THEREFORE, County and the FBO intend by this Agreement to set forth the terms and conditions under which the Fiber Optic Project will be built, and the terms and conditions of the future repair and maintenance of the Fiber Optic Project.

TERMS AND CONDITIONS

1. Definitions.

The following terms, whether used in the singular or plural, when used in this Agreement shall have the meaning specified below.

1.1. **Fiber Optic Communication Element** – the fiber optic system which includes a Cable Component and a Conduit Component.

1.2. **Cable Component** - Fiber optic cables, hardware, and accessories which includes a multi-strand single mode fiber optic cable, all splices, terminations, patch panels, splice drawers, and any and all other items associated with the connectivity of the fiber optic cable system. In general, the Cable Component is the single mode fiber optic cable and the fiber optic splice cases.

1.3. **Conduit Component** - Fiber optic conduit system which includes fiber optic conduits consisting of 2.0-inch, 3.0-inch, and 4.0-inch diameter schedule 40 conduits installed in open trenches and incorporated with the conduits are both buried and at-grade pull boxes, control panel boxes, junction boxes, and pull tape. The fiber optic conduits that constitute the Conduit Component are currently configured as set forth in 2019 Taxiway B Fiber Duct Routes, May 2019, Exhibit A.

1.4. **Upgrade** – shall mean modifications, changes, enhancements, or any other such alterations to any portion of the Fiber Optic Communication Element.

## 2. Construction.

### 2.1 **Scope of Fiber Optic Project.**

The Fiber Optic Project consists of the Cable Component and the Conduit Component as set forth in the 2019 Taxiway B Fiber Duct Routes, May 2019, Exhibit A. This includes a 24-strand single-mode fiber optic cable in one conduit from the YVRA terminal to the Atlantic Aviation FBO facility; two separate 12-strand single-mode fiber optic cables from Atlantic Aviation FBO facility to the Bravo West Hangar; one 12-strand single-mode fiber optic cable from the Atlantic Aviation FBO facility to the General Aviation Gate.

### 2.2 **Initial Construction.**

2.2.1 The FBO shall be solely responsible for all costs of materials for the initial build of Fiber Optic Project. The current estimate for the materials is \$36,391.93, as more specifically set forth in Exhibit B. Regardless of the current estimate, the FBO shall be solely responsible for all costs of materials, whether those costs are more or less than the estimate, are due to unforeseen circumstances of whatever nature, and/or are due to change orders or cost overruns.

2.2.2 County shall order the materials for the initial build and the FBO will be invoiced directly by the material vendors.

2.2.3 County shall provide all planning, installation (through use of YVRA maintenance personnel), and equipment needed for installation. County installation does not include fiber terminations or fiber termination equipment.

3. **Ownership.** The County shall own all of the Fiber Optic Communication Element installed during the construction of the Fiber Optic Project.

4. **Use of Cable Component.** The FBO is granted the limited, exclusive use of point-to-point dark fiber optic links consisting of eight (8) single-mode fiber optic strands as detailed on the 2019 Fiber Project - Exhibit A. The eight strands granted include two strands for use by L3Harris to support their SITA system operations.

5. Coordination. The Airport Director reserves the final decision on all matters relating to the utilization of the Fiber Optic Communication Element, including but not limited to, the operation, maintenance and/or replacement, and upgrades. The Airport Director will coordinate, when necessary, with the FBO on all matters associated with the Fiber Optic Communication Element.

6. Cost Sharing for Future Operation and Maintenance and/or Replacement. The FBO and the County will share equally in the initial cost required for Mammoth Networks to light the fiber. Future Maintenance and/or replacement costs will be the responsibility of the County.

6.1. Cost Sharing for Cable Component Upgrades. The FBO shall bear any and all costs of Upgrades to the Cable Component that only benefits the FBO. The County shall bear any and all costs of Upgrades to the Cable Component that only benefits the County. The FBO and the County shall bear their pro rata share of any and all costs of Upgrades to the Cable Component that positively effects the connectivity to both parties and/or jointly benefits both parties.

Neither the FBO nor the County shall initiate an Upgrade to any portion of the Cable Component without prior written agreement from the other party, which shall not be unreasonably withheld.

6.2. Cost Sharing for Conduit Component Upgrades. The FBO and the County shall equally share in any and all costs to upgrade the Conduit Component as the Conduit Component is understood to benefit both parties equally.

Neither the FBO nor the County shall initiate an Upgrade to any portion of the Conduit Component without prior written agreement from the other party, which shall not be unreasonably withheld.

6.3. The Airport Director reserves the final decision on all matters relating to the utilization of the Fiber Optic Communication Element, including but not limited to, the operation, maintenance, replacement, and Upgrades. The Airport Director will attempt to coordinate with the FBO when reasonably possible and Atlantic Aviation's exclusive use of the Fiber Optic Communications Element and related fiber optic service will not be unreasonably restricted or withheld.

7. Limitation of Liability.

7.1. Each Party will be responsible for any loss, cost, damage, liability, claim or expense, including but not limited to any reasonable attorneys' fees and court costs, caused by its own gross negligence or intentional misconduct, or for the acts of its agents, employees and contractors.

**7.2 Neither party shall be liable to the other (including with respect to third party claims) for any indirect, incidental, special or consequential damages of any kind (collectively "excluded damages") (including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of data, and/or loss of profits to the extent the preceding items are deemed to be excluded damages under applicable law) arising in any manner from this agreement or the performance or nonperformance of obligations hereunder regardless of the foreseeability thereof. The foregoing limitation shall not apply to willful misconduct of a party.**

7.3 Nothing contained in this Agreement shall be deemed to waive or limit the protections afforded to any Party under the Colorado Governmental Immunity Act, as amended, or any other provisions of applicable law.

8. FBO's Access to Cable Component. The FBO's access to the Cable Component is limited to areas along the conduit run, unless agreed to in writing with the County. The locations agreed upon to be the FBO's access point to the FBO's fiber strands are at or near the following locations:

Location	GPS Coordinates
YVRA Terminal	40° 29' 04" N 107° 13' 11" W
FBO Terminal and Office Building	40° 28' 48" N 107° 12' 15" W
Bravo West Hangar	40° 28' 43" N 107° 12' 09" W

The County will provide cable slack and complete splice of the fiber optic cable at these locations as required. At the Atlantic Aviation FBO, the County allows the FBO to move all of the cable slack from pull boxes located at FBO Terminal and Office Building and Bravo West Hangar into the pull box at the Atlantic Aviation FBO, and allows the FBO to add a cable splice for all FBO strands. The FBO will bear any and all costs to access and terminate the FBO's strands at these access points.

9. FBO's Connectivity to County Network System. At no time shall the FBO connect to the County's computer network system and will not be given access to County information technology assets (e.g., e-mail, timesheet, accounting, network storage, internet, etc.)

10. Modification. Modifications to this Agreement shall be by written amendments between the FBO and the County. The FBO's Board and the County's Board hereby delegates to the FBO General Manager and the Airport Director, respectively, or their designee, the authority to sign amendments to this MOU that make reasonable modifications. Any amendment signed by the Airport Director must comply with County policies as to contracts including being approved as to form by the County Attorney's Office.

11. Termination Date. This Agreement shall be in full force and effect as of the date that all Parties have executed it. The term of this Agreement shall be the same as the Ground Lease between County and FBO, as may be amended from time to time, and the termination provisions of that Agreement shall apply to the same extent as if fully set forth herein.

12. Assignment. The FBO shall not assign this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld.

13. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and sent as follows:

Notices to County:

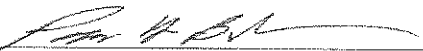
Yampa Valley Regional Airport  
P.O. Box 1060  
Hayden, Colorado 81639  
Attention: Airport Director  
Phone No.: (970) 276-5004  
Fax No.: (970) 276-5030

Notices to FBO:

Atlantic Aviation-Steamboat-Hayden, LLC  
P.O. Box 1090

Hayden, Colorado 81639  
Attention: General Manager  
Phone No.: (970) 276-3743  
Fax No.: (970) 276-3358

FBO  
Atlantic Aviation-Steamboat-Hayden, LLC

By:   
Name: Patrick Burke  
Title: General Manager Atlantic Aviation  
Steamboat-Hayden

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
M. Elizabeth Melton, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk and Recorder