


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 which has not been changed since that review/development
- is a non-standard contract previously reviewed 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 copy
- 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: 11-27-17 Signed: 
 Telephone Number: (608) 246-3380 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).*

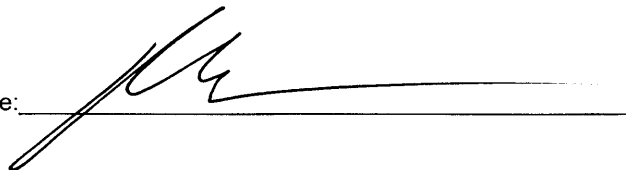
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

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: 11/30/17 Signature: 

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

**SECOND AMENDMENT OF OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE OF AMERICAN AIRLINES, INC.**

DANE COUNTY REGIONAL AIRPORT
LEASE NO. DCRA 2010-01

THIS SECOND AMENDMENT of Operating Agreement and Terminal Building Lease of American Airlines, Inc. is entered into by and between American Airlines, Inc., a corporation organized under Delaware law (hereinafter, "Airline"), and Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "County"), and shall be effective as of the date by which it is fully executed by both parties.

WITNESSETH:

WHEREAS Airline and County are parties to a Scheduled Airline Operating Agreement and Terminal Building Lease, identified as Dane County Lease No. DCRA-2010-01 and previously modified by an amendment extending the term thereof until December 31, 2016 (hereinafter, as modified, the "Lease Agreement"); and

WHEREAS Airline and County desire to amend the Lease Agreement to extend its term for an additional two years; and

WHEREAS Airline and County desire to amend the Lease Agreement such that the exclusive use space occupied by Airline's self-service kiosk is included in the description and square footage of the exclusive use space identified in the Lease Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, Airline and County agree as follows:

1. The Lease Agreement shall remain in full force and effect unchanged in any manner by this Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc. except for those changes expressly set forth herein.
2. Airline is the assignee and successor to the rights and obligations formerly accorded American Eagle Airlines, Inc. under the provisions of the Lease Agreement.
3. The first sentence of Section 2.01 of the Lease Agreement is deleted in its entirety and replaced with the following:

This Agreement shall be effective January 1, 2010 and shall continue through December 31, 2018, subject to prior termination as provided in Article 12 herein.

4. The first sentence of Section 4.01A of the Agreement is deleted in its entirety and replaced with the following:

The Leased Premises shall be as shown on Exhibit C-1, attached to this Agreement, and Exhibit B-1b, attached to the Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc.

5. The first sentence of the second paragraph of Section 4.01A of the Agreement is deleted in its entirety and replaced with the following:

The square footage of the Leased Premises is as shown on Exhibit B-2b, attached to the Second Amendment to Operating Agreement and Terminal Building Lease of American Airlines, Inc.

6. Exhibit B-1b and Exhibit B-2b, attached to this Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc., are fully incorporated into the Lease Agreement and the square footage and location of the Leased Premises, as depicted and set forth in Exhibit C-1, attached to the Lease Agreement, and the foregoing Exhibits B-1b and B-2b shall be the basis for the calculation of rent as of January 1, 2017.

IN WITNESS OF THE FOREGOING, and with the intent to be bound thereby, the parties have executed this Second Amendment to Operating Agreement and Terminal Building Lease of American Airlines, Inc. on the dates set forth below.

FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

FOR AMERICAN AIRLINES, INC.



* Christopher J. Collison
Director Real Estate

*Print Name and Title of Signing Officer

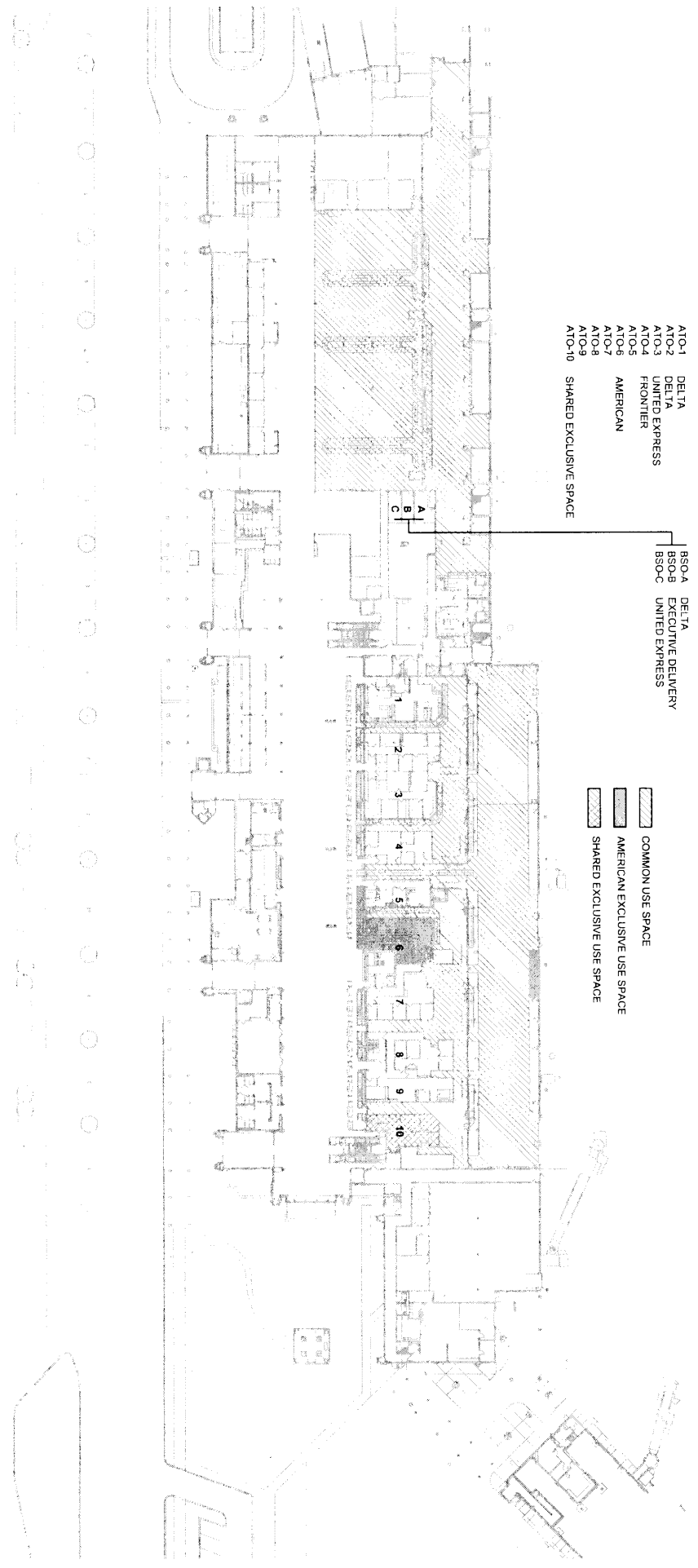
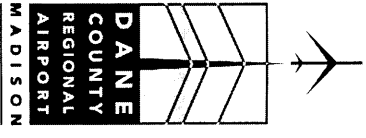


EXHIBIT B-1b
7-14-2016

Exhibit B-2b

AIRLINE TERMINAL BUILDING SPACE
Dane County Regional Airport

	ATO	Curb-side	Bag Laydown	Storage	BSO	Departure	Bag Claim	Total
Exclusive Use Space								
# Airline								
1 Delta	2,325		419	351	257			3,352
2 Delta	1,707		352					2,059
3 United	2,122		346		191			2,659
4 Frontier	1,508		352					1,860
5 vacant	1,149		366					1,515
6 American	2,078		225					2,303
7 vacant	1,448		300	599				2,347
8 vacant	772		225	595				1,592
9 vacant	1,408		380					1,788
10 vacant	1,265		225					1,490
Common Use Space								
	15,782	0	3,190	1,545	448	0	0	20,965
		49	14,736			69,983	26,405	111,173
Total	15,782	49	17,926	1,545	448	69,983	26,405	132,138

} 5,411

updated 7/13/2016

Exhibit B-2b

7/18/2016