

Dane County Contract Cover Sheet

*Res 502
Significant*

Dept./Division	AIRPORT
Vendor Name	UNITED AIRLINES INC
Vendor MUNIS #	18257
Brief Contract Title/Description	Per Marketing Agreement, landing fee waiver and marketing assistance for United Airlines new non-stop air service between Madison and San Francisco, CA
Contract Term	Upon full execution to June 6, 2020
Total Contract Amount	\$ 100,000. (paid to Ad Agency) + provide waiver of landing fees for United flights arriving non-stop from SFO within 24 mos.

Contract # <small>Admin will assign</small>	13372
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year
				502
				2017

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	4/20/18		
<i>CO</i>	Controller		5/1/18	
<i>CAC</i>	Purchasing	4/23/18	4/23/18	
<i>CP</i>	Corporation Counsel	4/20/18	4/20/18	
<i>SL</i>	Risk Management	4/20/18	4/20/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Kimberly Jones, Deputy Director	Name	United Airlines, Inc.
Phone #	(608) 246-3391	Phone #	
Email	jones.kimberly@msnairport.com	Email	jennifer.huang@united.com
Address	4000 International Lane, Mad., WI 53704	Address	233 S Wacker Drive 11 FI HDQOU Chicago IL 60606

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		4-19-18
	Printed Name	
	Bradley S. Livingston, AAE Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		5/2/18
	Comments	
Corporation Counsel	Signature	Date
		4/20/18
	Comments	

13372

UNITED
CONTRACT

185377

AIR SERVICE PROMOTION AND MARKETING AGREEMENT

Dane County Regional Airport
United Airlines, Inc.

THIS AGREEMENT is made and entered into by Dane County, a Wisconsin quasi-municipal corporation, ("COUNTY") and United Airlines, Inc. ("AIRLINE"), a Delaware corporation.

WITNESSETH:

WHEREAS COUNTY has determined that it is in the public interest to offer enhanced service and convenience to the community by maximizing the number of non-stop flights to major market destinations offered by scheduled commercial air carriers operating at the Dane County Regional Airport, (the "AIRPORT"); and

WHEREAS THE AIRPORT, in recognition of the high level of competition within the air transportation industry aimed at attracting new air service and the financial risk faced by commercial air carriers in establishing new air service destinations in markets such as that served by the AIRPORT, has established a Community Air Service Support Program ("CASSP") under which scheduled air carriers may qualify for fixed term fee waivers and marketing assistance in the promotion of non-stop flights newly offered from the AIRPORT to major domestic market destinations; and

WHEREAS AIRLINE is introducing at the AIRPORT, on or about June 7, 2018, once daily non-stop round trip air service between the AIRPORT and California's San Francisco International Airport ("SFO"), which is not currently directly served by a scheduled commercial airline operating at the AIRPORT; and

WHEREAS AIRLINE desires to obtain promotional assistance for the above described non-stop air service through CASSP;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and AIRLINE agree as follows:

1. This Agreement shall be effective on the date it is fully executed by the parties hereto and, unless extended pursuant to the written agreement of both parties, shall expire as of 11:59 p.m. on June 6, 2020, unless it is terminated upon thirty days written notice by either party or as otherwise provided herein.
2. This Agreement is effective only so long as AIRLINE remains a party to an Airline Operating Agreement and Terminal Building Lease or its successor with respect to its operations at the AIRPORT and shall terminate immediately and without further notice in the event of default by AIRLINE under the provisions of said Airline Operating Agreement and Terminal Building Lease or its successor, including, without exception, those provisions addressing nondiscrimination, affirmative action and handicap accessibility.

3. The AIRLINE shall, on or about June 7, 2018, initiate non-stop round trip air service between the AIRPORT and SFO. Such service shall be provided at least once daily by jet passenger aircraft having fifty or more passenger seats and the schedule therefor shall be published in the Official Airline Guide. In the event AIRLINE does not timely initiate, or ceases to provide, at least once daily, such non-stop round trip air service between the AIRPORT and SFO, this Agreement shall terminate immediately and without further notice. Further, in the event AIRLINE fails to timely initiate the above described air service or fails to maintain such service for a period of twenty-four months after June 7, 2018, AIRLINE shall pay to COUNTY all moneys expended by COUNTY under the terms of this Agreement for advertising and marketing for the promotion of AIRLINE's non-stop air service between the AIRPORT and SFO. The provisions of this section shall survive the expiration or termination of this Agreement
4. During the term of this Agreement, COUNTY shall expend up to \$100,000 for advertising and marketing for the promotion of AIRLINE's non-stop air service between the AIRPORT and SFO. All promotional documents, publications, broadcasts, displays and other promotional material paid for under this Agreement shall prominently identify the Dane County Regional Airport as a point of departure or arrival for the subject air service.
5. Under no circumstances shall COUNTY be obligated under this Agreement to expend more than an aggregate total of \$100,000 for media purchases.
6. Until 11:59 p.m. on June 6, 2020, COUNTY shall waive the right to collect from AIRLINE landing fees incurred by aircraft engaged in providing non-stop air service from SFO to the AIRPORT. The landed weights for aircraft that are subject to the foregoing fee waiver shall be reported as a separate line item in the Monthly Report of Air Carrier Traffic provided by AIRLINE to the AIRPORT and shall be clearly identified therein as related to non-stop flights originating at SFO.
7. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth below.

AIRLINE: United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606

COUNTY c/o Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704-3120

8. In no event shall the making of any payment or acceptance of any goods or services required by this Agreement constitute or be construed as a waiver of any breach of the covenants in this Agreement or impair or prejudice the right of any party with respect to recovery of damages or other remedy as a result of such breach or default.

9. Amendment or other modification of this Agreement shall be effective only if reduced to writing and approved and executed on behalf of COUNTY and AIRLINE.
10. In the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Execution of this Agreement by the parties shall be each party's acknowledgement that it is familiar with all laws, regulations, and ordinances applicable hereto. Venue for any legal proceedings shall be in the Dane County Circuit Court.
11. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
12. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
13. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and AIRLINE, by their respective authorized officers, execute this Agreement as follows:

FOR DANE COUNTY:

Date Signed: _____

 Joe Parisi
 Dane County Executive

Date Signed: _____

 Scott McDonell
 Dane County Clerk

FOR UNITED AIRLINES, INC.:

Date Signed: 4/17/2018



Peter Froehlich
 Managing Director*
 Airport Affairs

* Print name and title of signing officer.