

Dane County Contract Cover Sheet

*Res 205
Significant*

Dept./Division	Airport
Vendor Name	Sun Country Airlines
Vendor MUNIS #	28835
Brief Contract Title/Description	Under the Airport's Community Air Service Support Program, DCRA will provide advertising and marketing for the promotion of Sun Country's newly established direct flights to TPa and RSW.
Contract Term	Upon full execution - Sept. 27, 2020
Total Contract Amount	\$ 100,000

Contract # <small>Admin will assign</small>	13510
Addendum	<input type="checkbox"/> Yes <input 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	\$

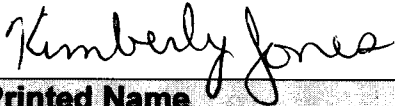
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	205
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>NG</i>	Received by DOA	10/18/18		
<i>CK</i>	Controller		10/22/18	
<i>CB</i>	Purchasing	10/23/18	10/23/18	
<i>EL</i>	Corporation Counsel	10/22/18	10/22/18	
<i>EL</i>	Risk Management	10/22/18	10/22/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Kimberly Jones, Airport Director	Name	R. BRIAN DAVIS, VP & Ops
Phone #	(608) 246-3390	Phone #	
Email	jones.kimberly@msnairport.com	Email	rbrian@suncountry.com
Address	4000 International Lane Madison, WI 53704	Address	1300 Corporate Center Curve Eagan, MN 55121

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		10/16/18
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		12/13/18
	Comments	
Corporation Counsel	Signature	Date
		10/22/18
	Comments	

AIR SERVICE PROMOTION AND MARKETING AGREEMENT
Dane County Regional Airport
Sun Country Airlines

THIS AIR SERVICE PROMOTION AND MARKETING AGREEMENT (the "Agreement") is made and entered into by Dane County ("County"), a Wisconsin quasi-municipal corporation, and MN Airlines, LLC, a Minnesota company, d/b/a Sun Country Airlines ("Sun Country").

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 "DCRA"); and

WHEREAS DCRA, 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 DCRA, 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 DCRA to major market destinations; and

WHEREAS SUN COUNTRY will on September 28, 2018 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Fort Myers, Florida (Fort Myers Southwest Florida International Airport, "RSW"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS SUN COUNTRY will on September 29, 2018 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Tampa, Florida ("TPA"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS RSW AND TPA are both located in the West Florida/Gulf Coast region, an area that is underserved by scheduled air service from DCRA and has been designated as a Focus Service Region eligible for incentives under CASSP; and

WHEREAS SUN COUNTRY desires to obtain promotional assistance and landing fee abatement through CASSP for the initiation of the foregoing non-stop flights to RSW and TPA;

NOW, THEREFORE, County and Sun Country agree as follows.

1. This Agreement shall be effective on the date it is fully executed by each party hereto and shall expire as of 11:59 p.m. on September 27, 2020, unless terminated upon 30 days written notice by either party or as otherwise provided herein.

2. This Agreement is effective only so long as Sun Country remains a party to an Airline Operating Agreement and Terminal Building Lease with respect to its operations at DCRA and shall terminate immediately and without further notice in the event of default by Sun Country under the provisions of said Airline Operating Agreement and Terminal Building Lease.
3. Sun Country shall on September 28, 2018 and September 29, 2018, initiate non-stop round trip air service between DCRA and RSW, and between DCRA and TPA, respectively. Non-stop round trip service shall be provided at least twice weekly to each such destination by passenger aircraft having 65 or more seats, and the schedule therefor shall be published in the Official Airline Guide. The foregoing roundtrip service shall be offered seasonally, beginning in the fall and ending in spring.
4. During the first one year of the term of this Agreement, County shall expend up to \$100,000 for advertising and marketing for the promotion of Sun Country's non-stop air service to RSW and TPA.
5. Until 11:59 p.m. on September 27, 2020, County shall waive the right to collect from Sun Country landing fees incurred by aircraft engaged in providing non-stop air service from RSW or TPA to DCRA. The landed weights for aircraft that are subject to the foregoing fee waiver shall be reported as separate line items in the Monthly Report of Air Carrier Traffic provided by Sun Country to DCRA, and shall be clearly identified therein as related to non-stop flights originating at RSW or TPA.
6. In the event Sun Country fails to initiate the foregoing seasonal non-stop round trip air service between DCRA and RSW and between DCRA and TPA, or fails to maintain such service through September 27, 2020, County's obligation under this Agreement shall terminate and Sun Country shall reimburse County for all moneys expended by County under the terms of this Agreement for the advertising and marketing of Sun Country's air service to RSW and TPA.
7. Amendment or other modification of this Agreement shall be effective only if reduced to writing and approved and executed by the authorized representatives of County and Sun Country.
8. 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.
9. 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.
10. The parties may evidence their agreement to be bound by the terms of this Agreement upon one or more counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

IN WITNESS WHEREOF County and Sun Country, with intent to be bound hereby, have executed this Agreement on the dates indicated below.

FOR DANE COUNTY:

Date Signed: _____


Joe Parisi
Dane County Executive

Date Signed: _____

Scott McDonell
Dane County Clerk

FOR MN AIRLINES, LLC d/b/a SUN COUNTRY AIRLINES:

Date Signed: 10/1/18



Ben Brookman,
Vice President, Network & Pricing