

Dane County Contract Cover Sheet

*Res 509
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 mktg for the promotion of Sun Country's newly established direct flights to BOS; BNA; SEA; & PDX.
Contract Term	Full execution through June 2, 2022
Total Contract Amount	\$ 145,000.

Contract # <small>Admin will assign</small>	13940
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	\$

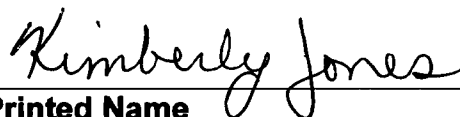
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 509
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	<i>2/14/20</i>		
<i>LM</i>	Controller		<i>2/20/20</i>	
<i>CC</i>	Purchasing	<i>2/17/2020</i>	<i>2/17/2020</i>	
<i>M</i>	Corporation Counsel	<i>2/21/2020</i>	<i>2/21/2020</i>	
<i>AL</i>	Risk Management	<i>2/17/2020</i>	<i>2/17/2020</i>	
	County Executive			

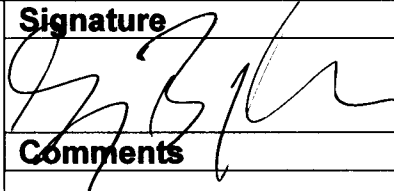
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight	Name	Joe Beckendorf - Sr. Mgr.
Phone #	(608) 246-3388	Phone #	(651) 681-4805
Email	knight@msnairport.com	Email	
Address	4000 International Lane Madison, WI 53704	Address	2005 Cargo Rd. Minneapolis, MN 55450

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
		2/12/2020
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3/4/20
	Comments	
Corporation Counsel	Signature	Date
		2/21/20
	Comments	

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2019 RES-509

**AUTHORIZING EXECUTION OF AN AIR SERVICE PROMOTION
AND MARKETING AGREEMENT FOR SUN COUNTRY AIRLINES**

-DANE COUNTY REGIONAL AIRPORT-

During May and June of 2020, MN Airlines, LLC, d/b/a Sun Country Airlines ("Sun Country") will begin offering, on a seasonal basis, non-stop round trip air service between Dane County Regional Airport ("DCRA") and Boston, Massachusetts (Boston Logan International Airport, "BOS"); between DCRA and Seattle, Washington (Seattle-Tacoma International Airport, "SEA"); between DCRA and Portland, Oregon (Portland International Airport, "PDX"); and between DCRA and Nashville, Tennessee (Nashville International Airport, "BNA"). Each of the foregoing destinations is not currently served by non-stop flights from DCRA, and is a Top Ten Market, a Top Fifteen Market, or a Focus City Market eligible for incentives under DCRA's Community Air Service Support Program ("CASSP").

As provided for in DCRA's CASSP, under the Air Service Promotion and Marketing Agreement for Sun Country Airlines, DCRA will expend up to \$50,000 for the promotion of Sun Country's new air service to BOS, up to \$35,000 for promotion of the new SEA flights, up to \$35,000 for promotion of the new PDX flights, and up to \$25,000 for promotion of the new flights to BNA. Additionally, based on the CASSP, DCRA will waive landing fees for one year on Sun Country's BOS flights, for nine months on the SEA and PDX flights, and for six months on the BNA flights.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Air Service Promotion and Marketing Agreement for Sun Country Airlines providing promotional and marketing assistance and landing fee abatement to support Sun Country's newly initiated non-stop round trip flights servicing BOS, SEA, PDX, and BNA, as set forth above.

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 Sun Country, Inc., 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 and under-served destinations offered by scheduled commercial air carriers operating at Dane County Regional Airport ("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 top market destinations and focus destinations on at least a seasonal basis; and

WHEREAS SUN COUNTRY will on May 7, 2020 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Boston, Massachusetts (Boston Logan International Airport, "BOS"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS BOS is in a Top Ten Market eligible for incentives under CASSP; and

WHEREAS SUN COUNTRY will on May 7, 2020 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Nashville, Tennessee (Nashville International Airport, "BNA"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS BNA has been designated as a Focus City Airport eligible for incentives under CASSP; and

WHEREAS SUN COUNTRY will on May 8, 2020 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Seattle, Washington (Seattle-Tacoma International Airport, "SEA"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS SEA is in a Top Fifteen Market eligible for incentives under CASSP; and

WHEREAS SUN COUNTRY will on June 3, 2020 begin offering, on a seasonal basis, twice weekly non-stop round trip air service between DCRA and Portland, Oregon (Portland International Airport, "PDX"), a destination that is not currently served by non-stop flights from DCRA; and

WHEREAS PDX is in a Top Fifteen Market eligible for incentives under CASSP; and

WHEREAS SUN COUNTRY desires to obtain promotional assistance and landing fee abatement through CASSP for each of the foregoing newly initiated non-stop flights;

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

1. This Agreement shall be effective on the date it is fully executed by both of the parties hereto, and shall expire as of 11:59 p.m. on June 2, 2022. The Agreement may be terminated prior to expiration by either party upon no less than 30 days written notice to the other 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 May 7, 2020, initiate non-stop round trip air service between DCRA and BOS, and between DCRA and BNA. Sun Country shall on May 8, 2020, initiate non-stop round trip air service between DCRA and SEA. Sun Country shall on June 3, 2020, initiate non-stop round trip air service between DCRA and PDX. Non-stop round trip service to each of the foregoing destinations shall be provided on a seasonal basis, as set forth below, at least twice weekly to each destination by passenger aircraft having 65 or more seats, and the schedule therefor shall be published in the Official Airline Guide. Service to each of the foregoing destinations shall be provided as required herein for no less than five consecutive months during the first twelve months after initiation of service, and for no less than five consecutive months during the next twelve months thereafter.
4. During the first twelve months of the term of this Agreement, County shall expend up to \$50,000 for advertising and marketing for the promotion of Sun Country's non-stop air service to BOS.
5. During the first twelve months of the term of this Agreement, County shall expend up to \$25,000 for advertising and marketing for the promotion of Sun Country's non-stop air service to BNA.
6. During the first twelve months of the term of this Agreement, County shall expend up to \$35,000 for advertising and marketing for the promotion of Sun Country's non-stop air service to SEA.
7. During the first twelve months of the term of this Agreement, County shall expend up to \$35,000 for advertising and marketing for the promotion of Sun Country's non-stop air service to PDX.

8. Until 11:59 p.m. on May 6, 2021, County shall waive the right to collect from Sun Country landing fees incurred by aircraft engaged in providing non-stop air service from BOS to DCRA.
9. Until 11:59 p.m. on November 6, 2020, County shall waive the right to collect from Sun Country landing fees incurred by aircraft engaged in providing non-stop air service from BNA to DCRA.
10. Until 11:59 p.m. on February 7, 2021, County shall waive the right to collect from Sun Country landing fees incurred by aircraft engaged in providing non-stop air service from SEA to DCRA.
11. Until 11:59 p.m. on March 2, 2021, County shall waive the right to collect from Sun Country landing fees incurred by aircraft engaged in providing non-stop air service from PDX to DCRA.
12. The landed weights for aircraft that are subject to fee waiver pursuant to the terms of this Agreement 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 BOS, BNA, SEA, or PDX.
13. In the event Sun Country fails to timely initiate service as described herein to any one or more of the foregoing destinations, or fails to maintain such service as required herein, County's obligation under this Agreement with respect to any service not initiated and maintained hereunder 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 any air service not so initiated and maintained.
14. 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.
15. 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.
16. 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.
17. 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.

SIGNATURE PAGE FOLLOWS

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: _____

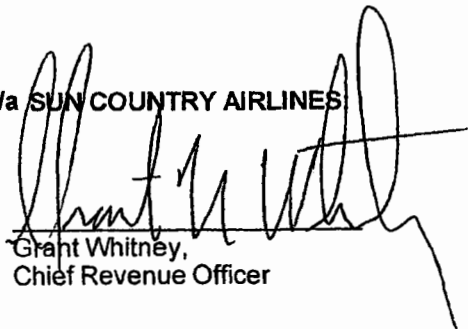
Joe Parisi
Dane County Executive

Date Signed: _____

Scott McDonell
Dane County Clerk

FOR SUN COUNTRY, INC. d/b/a SUN COUNTRY AIRLINES

Date Signed: 1-28-2020



Grant Whitney,
Chief Revenue Officer