

Dane County Contract Cover Sheet

Res 476
Significant

Dept./Division	Airport
Vendor Name	United Airlines, Inc.
Vendor MUNIS #	18527
Brief Contract Title/Description	Per Marketing Agreement, landing fee waiver and marketing assistance for United Airlines new non-stop air service between Madison and Los Angeles, CA
Contract Term	Upon full execution to March 31, 2021
Total Contract Amount	\$ 100,000. (paid to Ad Agency) + provide waiver of landing fees for United flights arriving non-stop from Los Angeles within 24 mos.

Contract # <small>Admin will assign</small>	13600
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 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	\$

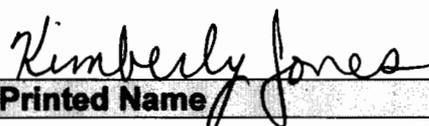
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	476
	<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
MG	Received by DOA	1/14/19		
CU	Controller		1/15/19	
CAG	Purchasing	1/16/19	1/16/19	
	Corporation Counsel	1-16-19		
DL	Risk Management	1/17/19	1/17/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight	Name	Jennifer Huang
Phone #	(608) 246-3388	Phone #	
Email	knight@msnairport.com	Email	jennifer.huang@united.com
Address	4000 International Lane Madison, WI 53704	Address	United Airlines - Corp. Real Estate 933 S. Wsker Dr. 11 th Floor Chicago, IL 60606

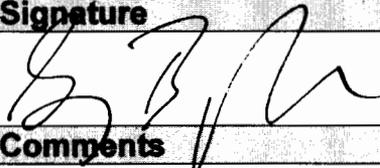
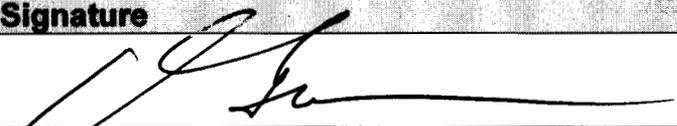
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1/2/19
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		1/24/19
	Comments	
Corporation Counsel	Signature	Date
		1/16/19
	Comments	

**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 community's best interest to offer enhanced air service and convenience to the traveling public by encouraging the initiation of non-stop flights to major market destinations by scheduled commercial air carriers operating at the 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 major domestic market destinations; and

WHEREAS AIRLINE is introducing at DCRA, on or about March 31, 2019, daily non-stop round trip air service between DCRA and Los Angeles International Airport ("LAX"), which is not currently served directly by a scheduled commercial airline operating at DCRA; and

WHEREAS AIRLINE desires to obtain promotional assistance for the introduction of 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 March 30, 2021, 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 with respect to its operations at DCRA 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, including, but not limited to, those provisions addressing nondiscrimination, affirmative action and handicap accessibility.

3. The AIRLINE shall, on or about March 31, 2019, initiate non-stop round trip air service between DCRA and LAX. 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 fails to timely initiate the above described air service or fails to fully maintain daily non-stop round trip air service between DCRA and LAX, 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 fully maintain such service for a period of twenty-four months after March 31, 2019, AIRLINE shall pay to COUNTY all moneys expended by COUNTY under the terms of this Agreement for the advertising and marketing of AIRLINE's non-stop air service between DCRA and LAX. 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 AIRLINE's non-stop air service between DCRA and LAX. All promotional documents, publications, broadcasts, displays, and other advertising and marketing 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 advertising and marketing services.
6. Until 11:59 p.m. on March 30, 2021, COUNTY shall waive the right to collect from AIRLINE landing fees incurred by aircraft engaged in providing non-stop air service from LAX to DCRA. 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 DCRA and shall be clearly identified therein as related to non-stop flights originating at LAX.
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 as set forth below.

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

TO 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.

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, with the 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 UNITED AIRLINES, INC.:

Date Signed: 11/20/2018



Peter Froehlich *

Managing Director *

Airport Affairs

* Print name and title of signing officer.