

Res 536

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department AIRPORT	Contract/Addendum #. 12808																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
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<input checked="" type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: EXECUTION – APRIL 4, 2017																					
4. Amount of Contract or Addendum: 2016 Landing fee waiver approximately \$105,000. and promotional assistance no greater than \$100,000.																					
5.																					
6. Purpose: Promotion of American Airlines new direct flight between DCRA and CLT through landing fee waiver and payment of promotional advertising for new route.																					
7. Vendor or Funding Source: American Airlines, Inc.																					
8. MUNIS Vendor Code: 11494																					
9. Bid/RFP Number: N/A																					
10. Requisition Number: N/A																					
11. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
13. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
14. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
15. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2015 RES- 536																					
16. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
17. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	<u>6/16/16</u>	_____	American Airlines, Inc.	
Controller	_____	_____	<u>6/22/16</u>	c/o Corp. Real Estate	
Corporation Counsel	_____	<u>6/20/16</u>	<u>6/20/16</u>	Contact Person	
Risk Management	_____	<u>6/20/16</u>	<u>6/21/16</u>	Donna Robinson	
Purchasing	_____	<u>6/28/16</u>	<u>6/28/16</u>	Phone No.	
_____ County Executive	_____	_____	_____	817.963.1725	
				E-mail Address	
				Donna.Robinson@AA.com	

Footnotes:


1. 2. Return to: Name/Title: Kimberly Jones, Dep. Airport Director – Finance & Admin. Phone: 608.246.3391 E-mail jones.kimberly@msnairport.com	Dept.: Dane Co Regional Airport Mail Address: 4000 International Lane Madison, WI 53704
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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 and which has not been changed since that review/development
- is a non-standard contract previously review 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: 4-5-16

Signed: 

Telephone Number **608.246.3390**

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: 4/5/16

Signature: 

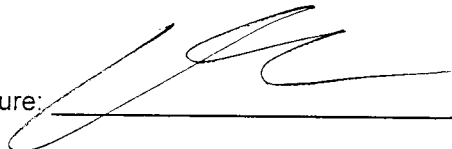
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 6/7/16

Signature: 

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

AIR SERVICE PROMOTION AND MARKETING AGREEMENT

Dane County Regional Airport
American Airlines, Inc.

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

WITNESSETH:

WHEREAS THE 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 THE AIRLINE is introducing at the AIRPORT, on or about April 5, 2016, twice daily non-stop round trip air service between the AIRPORT and Charlotte, North Carolina's Charlotte Douglas International Airport ("CLT"), which is not currently served by a scheduled commercial airline operating at the AIRPORT; and

WHEREAS THE 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, the COUNTY and the AIRLINE agree as follows:

1. This Agreement shall be effective on the date it is fully executed by all parties hereto and, unless extended pursuant to the provisions in paragraph 7, shall expire as of 11:59 p.m. on April 4, 2017, unless it is terminated upon thirty days written notice by any party or as otherwise provided herein.
2. This Agreement is effective only so long as the AIRLINE remains a party to an Airline Operating Agreement and Terminal Building Lease with respect to its operations at the AIRPORT and shall terminate immediately and without further notice in the event of default by the AIRLINE under the provisions of said Airline Operating Agreement and Terminal Building Lease, including, without exception, those provisions addressing nondiscrimination, affirmative action and handicap accessibility.

3. The AIRLINE shall, on or about April 5, 2016, initiate non-stop round trip air service between the AIRPORT and CLT. Such service shall be provided at least twice 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 the AIRLINE does not timely initiate, or ceases to provide, at least twice daily, such non-stop round trip air service between the AIRPORT and CLT, 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 twelve months after April 5, 2016, AIRLINE shall pay to the COUNTY all moneys expended by the COUNTY under the terms of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement
4. During the term of this Agreement, the COUNTY shall expend up to \$100,000 for advertising and marketing for the promotion of the AIRLINE's non-stop air service between the AIRPORT and CLT. 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. No less than seventy-five per cent, as calculated by cost of placement, of the advertising and promotional material paid for under this Agreement shall be placed with media with target audiences located within one hundred miles of the AIRPORT. The remaining placements may be with media targeting audiences within the market area of CLT.
5. The COUNTY shall provide the AIRLINE copies of a proposed media placement schedule and all associated art work or copy material for AIRLINE's review prior to any media purchase.
6. Under no circumstances shall the COUNTY be obligated under this Agreement to expend more than an aggregate total of \$100,000 for media purchases.
7. Until 11:59 p.m. on April 4, 2017, the COUNTY shall waive the right to collect from the AIRLINE landing fees incurred by aircraft engaged in providing non-stop air service from CLT 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 the AIRLINE to the AIRPORT and shall be clearly identified therein as related to non-stop flights originating at CLT.
8. 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: **V.P. CORPORATE REAL ESTATE**
American Airlines, Inc.
4333 Amon Carter Blvd. MD 5317
FT. Worth, TX 76155

COUNTY and Director
AIRPORT: Dane County Regional Airport
 4000 International Lane
 Madison, WI 53704-3120

9. 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.
10. Amendment, modification or alteration of this Agreement shall be authorized and effective only if reduced to writing and approved and executed on behalf of the COUNTY and the AIRPORT by the AIRPORT Director and on behalf of the AIRLINE by its authorized agent.
11. 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, ordinances and regulations applicable hereto. Venue for any legal proceedings shall be in the Dane County Circuit Court.
12. 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.
13. 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.
14. 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, the COUNTY and the 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 AMERICAN AIRLINES, INC.:

Date Signed: 3/16/2016

Will. Dunham
MANAGER CORPORATE REAL ESTATE

~~Print name and title of signing officer.~~