



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

February 11, 2020

Paul Priegel, CM
Airport Director
Stillwater Regional Airport
3304 North Airport Industrial Access Road
Stillwater, OK 74075

Subject: Proposal for Air Service Consulting Services

Dear Paul:

It is my understanding that Stillwater Regional Airport (SWO) is interested in Mead & Hunt assisting with air service development consulting services with a contract term and option to extend consistent with the City of Stillwater fiscal year calendar. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services, compensation and authorization.

Scope of Services

The suggested scope of services includes assisting SWO in air service development efforts for the initial term of the contract beginning March 1, 2020 and ending June 30, 2020. The parties shall have the option the extend the contract for two additional terms as follows: Extension Period 1: beginning on July 1, 2020 and ending on June 30, 2021; and Extension Period 2: beginning July 1, 2021 and ending February 28, 2022. Extension of the contract requires a written Extension Agreement signed by both parties before the expiration of the then current term..

Compensation

Mead & Hunt will be compensated for the work described under the Scope of Services (*Attachment A*) for a lump sum monthly retainer of \$2,825 per month. Mead & Hunt will bill associated expenses (e.g., airfare, hotel, meals, printing) at cost. Expenses for a 12-month period are estimated to be an additional \$1,950.

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated by an amendment to this agreement or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference. The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis.

Standard Billing Rates	
Clerical	\$75.00 / hour
Accounting/Administrative Assistant	\$95.00 / hour
Technical Editor	\$107.00 / hour
Senior Editor	\$173.00 / hour
Managing Director	\$195.00 / hour
Project Manager	\$205.00 / hour
Vice President	\$225.00 / hour
Expenses	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If acceptance of this proposal is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

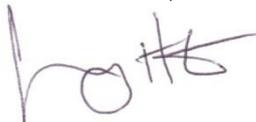
Signatures of authorized representatives of SWO and Mead & Hunt shall constitute an Agreement between the two parties, and receipt of one, signed electronic copy shall represent authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Air Service Consulting Services* included as *Attachment B* and which is made a part of this proposal.

Please send all correspondence to my attention at the following address:

Mead & Hunt, Inc.
959 Redcedar Way
Coppell, TX 75019
360-600-6112
jeffrey.hartz@meadhunt.com

We appreciate the opportunity to submit this proposal to SWO.

Respectfully submitted,
MEAD & HUNT, Inc.



Jeffrey Hartz

Paul Priegel, CM
February 11, 2020
Page 3 of 6

Project Manager

Accepted by: CITY OF STILLWATER/
STILLWATER REGIONAL AIRPORT
AUTHORITY

By: _____

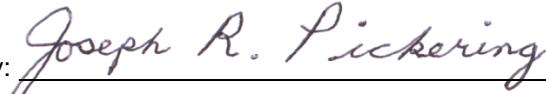
Name: _____

Title: _____

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Approved by: MEAD & HUNT, INC.

By:  _____

Joseph Pickering

Vice President

Date: February 11, 2020 _____

Scope of Services

Page 4 of 6

The following Scope of Services will be completed as part of this agreement over the 24-month period:

1. Community Visits/Presentations (4 per 24-month period)

Mead & Hunt will participate in community meetings held in SWO to help educate the key stakeholders on industry changes as well as specifics regarding SWO air service development strategy. The meetings will also be useful for sharing results after the completion of key air service development tasks. As part of these meetings, Mead & Hunt will continue to work with SWO to review and implement strategic marketing and sales efforts. Mead & Hunt will update stakeholders on the progress of marketing and continue coordination.

2. Quarterly Monitoring (Quarterly, 8 per 24-month period)

On a quarterly basis, Mead & Hunt will conduct a Quarterly Performance Monitor including a review of seats, onboard passengers, load factors, revenue per available seat mile, average fares and other indicators as deemed appropriate.

Published airfare monitoring will also be completed on a quarterly basis. Mead & Hunt will compare local walk-up, business, and leisure airfares with airfares at the primary diversionary airports. The airfare comparisons will be based on a snapshot of published airfares obtained through one of the Global Distribution/Computer Reservations Systems (GDS/CRS). The first airfare report will be completed after the first quarter of SWO commercial air service is complete.

3. Airline Headquarters Meetings (2 per 24-month period)

Mead & Hunt will prepare a presentation for and attend an airline headquarters meeting with SWO's incumbent airline, American Airlines, annually. Mead & Hunt will provide the analysis, preparation, presentation and consulting services associated with the airline headquarters meetings.

4. True Market Estimate Update (1 per 24-month period)

Mead & Hunt will provide an update of SWO's true market estimate (i.e., leakage study) for a time period agreed to by SWO and Mead & Hunt. Mead & Hunt will obtain Airline Reporting Corporation (ARC) data. ARC data will represent a statistically valid sample of airline tickets written by online travel agents as well as travel agents in the airport catchment area. The output will provide an estimate of the top 50 domestic true markets and the top 15 international true markets including passenger retention by destination, diverted origin and destination passengers and the total estimated true market for all destinations.

5. On-Call Services (Up to 80 hours per 24-month period)

On-call services may be requested by SWO that are not described above. On-call services may include but are not limited to: preparation and attendance at industry conferences, the preparation of ad hoc reports; communication with airlines; coordination with SWO; working with SWO staff on air service related tasks such as delay reports; and other elements as identified on an as needed basis.

Mead & Hunt, Inc.
General Terms and Conditions for Air Service Consulting Services

1. Mead & Hunt, Inc. will begin services upon written authorization to proceed. Receipt of a signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due in thirty (30) days. The quoted fee will control until it is amended. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. Mead & Hunt, Inc. will inform the Client in writing of such situations so that changes in this agreement may be made as required. In addition, if the Client requests significant modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
5. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request
6. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Provided however that Mead & Hunt understands and acknowledges that Client is subject to the Oklahoma Open Records Act (51 O.S. 24A.1 et. seq.) and therefore cannot assure the confidentiality of contract terms and other information provided by Mead & Hunt that would be inconsistent with its compliance with the statutory requirements thereunder.
7. Termination of this agreement by the Client or Mead & Hunt, Inc. shall be effective upon ten (10) days' written notice to the other party. The written notice shall include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Client breaches the Contract or any other agreements entered into between Mead & Hunt, Inc. and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
8. The completed documents shall become the property of the Client, but shall remain in the custody of Mead & Hunt, Inc. and Client grants, without reservation, an irrevocable paid-up license to Mead & Hunt, Inc. to use completed original drawings and master specification sheets. Reuse by Client of any documents and/or services pertaining to this project or extensions of this project or on any other project shall be at the Client's sole risk.

9. Mead & Hunt, Inc. will provide professional services in accordance with ordinary generally accepted air service consulting services. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those terms and conditions offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
10. Mead & Hunt, Inc. is not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
11. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
12. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. This Agreement does not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
13. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Electronic files (data or image) are part of Mead & Hunt, Inc.'s instruments of service and shall not be used by Client or anyone else receiving these data through or from Client for any purpose other than for the referenced project. Any other use or reuse by Client or by others will be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern.
14. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the electronic files for use be deemed a sale by Mead & Hunt, Inc., and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit or any consequential damages as a result of use, reuse, or unauthorized changes to electronic files or any data therein.
15. The invalidity of any provision of this Agreement shall in no manner affect the validity of any other provision of this Agreement and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
16. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
17. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
18. This agreement shall be construed and interpreted in accordance with the laws of the state of Oklahoma. No action may be brought except in the state of Oklahoma.