

**AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT**

THIS AMENDMENT is made and entered into on this ___ day of _____, 202___, by and between the City of Lincoln, Nebraska, hereinafter referred to as the “City,” the County of Lancaster, Nebraska, hereinafter referred to as the “County,” and the Airport Authority of the City of Lincoln, Nebraska, hereinafter referred to as “LAA.” Collectively the City, County, and LAA may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

RECITALS

A. The Parties previously entered into that certain Interlocal Agreement dated July 27, 2022 (the “Interlocal Agreement”).

B. A stated purpose of the Interlocal Agreement is to offer financial incentives to develop, and encourage the development of, new or expanded regularly-scheduled commercial passenger air service at the Lincoln Airport.

C. Pursuant to the provisions of the Interlocal Agreement, the Authority is responsible for negotiating, preparing and arranging for the review of MRG Contracts by the County (in conjunction with the review and consultation of the City).

D. Under the Interlocal Agreement, one of the requirements to be incorporated into each MRG Contract is a formula by which the minimum target revenue has been calculated which includes a per one-way-trip cost not to exceed \$15,000 for each domestic one-way flight (not to exceed \$20,000 for each international one-way flight) out of or into LNK, or a domestic per round trip cost not to exceed \$30,000 (not to exceed \$40,000 for each international round trip); and these amounts are exclusive of fuel costs.

E. Subsequent to the execution of the Interlocal Agreement, due to cost increases and the distances to certain desired air service destinations, the Authority determined that the not-to-exceed thresholds are inadequate to attract the desired new or expanded regularly-scheduled commercial passenger air service at the Lincoln Airport.

F. The Authority now seeks to amend certain provisions of the Interlocal Agreement to authorize increases to the cost limitations that are allowable for MRG Contracts.

G. The Parties are now agreeable to amending the Interlocal Agreement upon the terms and provisions set forth in this Amendment.

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NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND IN THE INTERLOCAL AGREEMENT, THE PARTIES AGREE TO AMEND THE PROVISIONS OF THE INTERLOCAL AGREEMENT AS FOLLOWS:

1. At the end of Section 5 of the Interlocal Agreement, a new provision is added as follows:

For purposes of this Agreement, as the context of the provision requires, "Airline" or "airline" shall refer to either a direct air carrier or an indirect air carrier, as defined in 14 CFR Part 380 (FAR Part 380).

2. Section 6.c. of the Interlocal Agreement is hereby deleted in its entirety, and the following provisions are hereby inserted in lieu thereof:

6. MRG Contracts; Approval; Requirements.

c. Provide the formula by which the minimum target revenue has been calculated which includes an average (determined on a monthly basis) per one-way-trip cost not to exceed \$30,000 for each domestic one-way flight (not to exceed an average of \$40,000 for each international one-way flight) out of or into LNK, or a domestic per round trip cost not to exceed an average of \$60,000 (not to exceed and average of \$80,000 for each international round trip); and these amounts are exclusive of fuel costs.

3. Except as otherwise set forth herein, all conditions, duties and performance obligations of the Parties, as set forth in the Interlocal Agreement, shall remain in force and unaffected by this Amendment. Each of the recitals set forth above are incorporated into the Parties' agreement herein. As so amended, the Interlocal Agreement is hereby confirmed and ratified by the Parties. Unless defined herein, capitalized terms set forth in this Amendment shall have the meanings set forth in the Interlocal Agreement.

4. The provisions of this Amendment shall become effective upon the date that all Parties have executed this Amendment

In Witness Whereof, the Parties have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES TO FOLLOW]

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EXECUTED this ____ day of _____, 2023, by Lancaster County, Nebraska.

By the Board of County Commissioners of Lancaster County, Nebraska:

APPROVED
this ____ day of _____, 2023.

Pat Condon, County Attorney
of County of Lancaster, Nebraska

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EXECUTED this ____ day of _____, 2023, by the City of Lincoln, Nebraska.

By the City of Lincoln:

APPROVED
this ____ day of _____, 2023.

By: _____
Leirion Gaylor Baird, Mayor
of City of Lincoln, Nebraska

Yohance Christie, City Attorney
of City of Lincoln, Nebraska

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EXECUTED this ____ day of _____, 2023, by the Airport Authority of the City of Lincoln, Nebraska.

ATTEST:

AIRPORT AUTHORITY OF THE
CITY OF LINCOLN, NEBRASKA

Secretary

By: _____
Chairperson

APPROVED AS TO FORM:

Legal Counsel for the Airport
Authority of the City of Lincoln, Nebraska