



CRENNA M. BRUMWELL, Esq.
CITY ATTORNEY

To: MAYOR & CITY COUNCIL

DATE: JANUARY 21, 2026

**RE: OPEN RECORDS REQUEST FOR
MINIMUM REVENUE GUARANTEE WITH DENVER AIR CONNECTION**

Background

The City of Dubuque Airport Commission and Library Board of Trustees operate with a level of independence and authority which are quite different than that of other boards and commissions. This is unique and specific to the Iowa Code.

The Airport Commission "has all of the powers in relation to airports granted to cities and counties under state law, except the powers to sell the airport." (Iowa Code § 330.21, included below). The City Council's control related to the Airport is limited to control of the Airport budget.

Contracts entered by The City of Dubuque by and through its duly authorized Airport Commission.

330.21 Powers — funds.

1. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport. The commission shall annually certify the amount of tax within the limitations of state law to be levied for airport purposes, and upon certification the governing body may include all or a portion of the amount in its budget.

2. All funds derived from taxation or otherwise for airport purposes shall be under the full and absolute control of the commission for the purposes prescribed by law, and shall be deposited with the county treasurer or city clerk to the credit of the airport commission, and shall be disbursed only on the written warrants or orders of the airport commission, including the payment of all indebtedness arising from

the acquisition and construction of airports and their maintenance, operation, and extension.

Open Records Request

When an open records request is submitted where some, or all, of the information may be confidential, staff convene and discuss. In some cases, other parties are included in the discussion. The discussion revolves around whether there are provisions of Iowa Code § 22.7 which allow for withholding or redacting portions of documents prior to disclosure.

In the event of a request for a contract with a vendor or service provider we notify the entity of the request and begin an interactive process to identify whether that entity asserts any of the information contained in the contract/agreement is protected under Iowa Code § 22.7. The requester is notified that the information is being reviewed under Iowa Code § 22.7. If the parties cannot agree on what is and is not confidential under Iowa Code § 22.7, the outside entity is given a deadline after which the City will release the information with the redactions, if any, the City believes are legally justified. Providing the deadline gives the outside party an opportunity to seek a court order prohibiting the City from releasing the information.

It has been asserted the City of Dubuque has refused to provide a copy of the Minimum Revenue Guarantee with Denver Air Connection. This is inaccurate. The City has indicated it must follow a process before releasing some or all of the requested document, and the City has continued to carry out that process.

The Denver Air Connection Minimum Revenue Guarantee includes a provision related to confidentiality and proprietary information. Upon notification of the request in this instance, Matt Skinner, on behalf of Denver Air Connection, asserted the Minimum Revenue Guarantee document was confidential in its entirety. The City disagreed and informed Mr. Skinner that if it could show the information was proprietary under the trade secret provisions of Iowa Code § 22.7, the City could redact those confidential portions of the document prior to public release, but the City could not withhold the document in its entirety. The process was outlined for Denver Air Connection and information shared on what happens if there is no agreement.

The parties began interacting to identify if there could be agreement under Iowa Code § 22.7. This involved meetings, emails, and phone calls spanning from October 3, 2025, through January 19, 2026.

Communications Re: October 3, 2025, Open Records Requests / Interactive Process on Iowa Code 22.7
October 7, 8, 9, 29, 30, 31
November 3, 4, 5, 13, 20, 21, 24, 25, 26
December 2
January 5, 6, 7, 9, 12, 13, 16, 19

Ultimately, the City and Denver Air Connection could not agree on which parts of the agreement qualified as trade secrets under applicable law. Mr. Skinner was informed that the information would be released on Wednesday, January 21, 2026. This allowed time for Denver Air Connection to pursue obtaining a court order prohibiting the City from releasing the information, if it so desired. If no court order is received by the end of business on January 21, 2026, the information will be released, with the redactions the City believes are authorized by state law, but without all the redactions requested by Denver Air Connection.

On January 21, 2026, the City was notified that Denver Air Connection would not be seeking a court order to stop release of the information. The Minimum Revenue Agreement will be provided to the requesters with limited redactions under Iowa Code § 22.7.

Minimum Revenue Guarantee

A minimum revenue guarantee was entered into with Denver Air Connection in late 2024 to resume air service from Dubuque to Chicago. The City was a recipient of a \$1,500,000 federal Small Community Air Service Development (SCASD) grant for which there was a required local match. Matching funds were provided by several entities in the effort to resume and maintain air service.

<u>Airport Revenue Guarantee Funding:</u>	
SCASD Grant Funding:	1,500,000.00
Local Match:	
Airport Guarantee CIP Funded by Urban Development Action Grant	150,000.00
Dubuque Chamber	100,000.00
GDDC	50,000.00
Dubuque County	50,000.00
Travel Dubuque	50,000.00
TOTAL SCASD Program and Grant Local Match:	1,900,000.00
<u>Additional Funding:</u>	
Travel Dubuque	500,000.00
*City of Dubuque FY25 General Fund Savings	2,500,000.00
Dubuque Air	<u>50,030.11</u>
Total Funding	4,950,030.11
*FY 2026 Amendment 1, included \$2.5 million for airport revenue guarantee (Approved by City Council on October 20, 2025)	

The Airport paid the minimum revenue guarantee to Denver Air Connection, submitting reimbursement requests to the Department of Transportation (DOT), and was reimbursed by the DOT. Matching partners were invoiced for their contributions.

Financial Authority

As previously mentioned, the Airport Commission retains authority over the funds allocated to it by the City Council. The City Council's authority is solely related to allocation of budget funds.

The City budget contains several categorizations under state law related to revenue sources and activities by program for expenditures. The budget must contain estimates for each program's expenditure for the next fiscal year.

384.16 City budget.

Annually, a city that has satisfied the requirements of section 384.22, subsection 3, and the applicable portions of chapter 24, shall prepare and adopt a budget, and shall certify taxes as follows:

1. a. A budget must be prepared for at least the following fiscal year. When required by rules of the committee, a tentative budget must be prepared for one or two ensuing years. A proposed budget must show estimates of the following:

- (1) **Expenditures for each program.**
- (2) Income from sources other than property taxation.
- (3) Amount to be raised by property taxation, and the property tax rate expressed in dollars per one thousand dollars assessed valuation.

b. A budget must show comparisons between the estimated expenditures in each program in the following year, the latest estimated expenditures in each program in the current year, and the actual expenditures in each program from the annual reports as provided in section 384.22, or as corrected by a subsequent audit report. Wherever practicable, as provided in rules of the committee, a budget must show comparisons between the levels of service provided by each program as estimated for the following year, and actual levels of service provided by each program during the two preceding years. For each city that has established an urban renewal area, the budget shall include estimated and actual tax increment financing revenues and all estimated and actual expenditures of the revenues, proceeds from debt and all estimated and actual expenditures of the debt proceeds

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The Iowa League of Cities has created a summary reference guide related to municipal budgets which outlines revenue sources and government activities by program. The guide is included on the next page.

The airport falls under the Public Works program for state budget purposes.

Revenue Sources	Government Activities by Program
Taxes – includes property taxes, Local Option Sales Taxes, hotel/motel, sales and Tax Increment Financing	Public Safety – police, fire, ambulance, animal control and other public safety services
Licenses and Permits – includes building and other permits	Public Works – roads, bridges, engineering, airport, snow removal and other services not included as an enterprise
Use of Money and Property – includes interest earning and building rents and leases	Health & Social Services – welfare assistance, mosquito
Intergovernmental – funds received from other governments such as Road Use Tax and grants	Culture and Recreation – library, arts, park and recreation, and other cultural activities
Charges for Services – fees generated from users of a service such as utility fees	Community & Economic Development – community beautification, housing, planning and zoning and economic development activities
Special Assessments – includes charges for city assessments such as street and sewer projects	General Government – mayor, council, clerk, attorney, city hall and other administrative
Miscellaneous Revenues – includes donations, refunds and internal service charges	Debt Service – principal and interest payments on bonds, notes and other debt obligations
Other Financing Sources – includes transfers and proceeds from sale of city assets or bond proceeds	Capital Projects – general government or Tax Increment Financing capital projects
	Business Type/Proprietary Activities – water, sewer and other utilities include all associated debt and capital projects

Source: <https://iowaleague.org/resource/budget-process/>

While the budget contains a significant portion of specific authorizations/budget line items, the categorical divisions outlined above must remain flexible to account for fluctuation in costs and expenditures. The fluctuation results from some planned projects going over budget and others coming in under budget. Often, at the end of a fiscal year there are unexpended, unencumbered cash balances on hand. Budget amendments are made pursuant to Iowa Code § 384.18 to permit the appropriation of those funds.

384.18 Budget amendment.

1. A city budget as finally adopted for the following fiscal year becomes effective July 1 and constitutes the city appropriation for each program and purpose specified therein until amended as provided in this section. A city budget for the current fiscal year may be amended for any of the following purposes:
 - a. To permit the appropriation and expenditure of unexpended, unencumbered cash balances on hand at the end of the preceding fiscal year which had not been anticipated in the budget.
 - b. To permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation, and which had not been anticipated in the budget.
 - c. To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund, unless specifically prohibited by state law.
 - d. To permit transfers between programs within the general fund.

2. A budget amendment must be prepared and adopted in the same manner as the original budget, as provided in section 384.16, excluding the requirement for the mailing of individual statements under section 24.2A, and is subject to protest as provided in section 384.19, except that the committee may by rule provide that amendments of certain types or up to certain amounts may be made without public hearing and without being subject to protest. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30. The amendment of a budget after May 31, which is properly appealed but without adequate time for hearing and decision before June 30 is void.

The City of Dubuque does two (2) budget amendments annually. The budget is amended for City Council actions since the last budget adoption or the last budget amendment and includes items for which City Council has expressed support. In addition, the amendment includes budget carryovers to the new fiscal year.

In this specific instance, the Airport Commission hoped there would be unexpended, unencumbered funds available at the end of the fiscal year to cover additional revenue

guarantee payments. Unfortunately, there were not unexpended, unencumbered funds available within the Airport's budget allotment.

The City Council identified:

Air Service Future Strategy and Action Plan: Major Airline Hub Connections

as a Top Priority in 2024 for staff. The priorities are a City Council directive and authorization to the City Manager to take action steps toward accomplishing the goal. Once the SCASD grant, local match, and additional funds from others were depleted, the City Manager authorized the expenditure of Public Works Program dollars of \$442,809.68 to close out the minimum revenue guarantee funds due to Denver Air Connection.

The FY26 budget was amended by the City Council on October 20, 2025, to include additional airport revenue guarantee support of \$2.5 million. All but the \$442,809.68 referenced above of the minimum revenue guarantee funds paid from City of Dubuque general funds were expended in FY26, after the FY26 Budget Amendment was adopted by the City Council. At no time was the Public Works state program spent beyond the budget prior to the amendment being approved by the City Council.

The prior section outlines the City Council authorization related to the Minimum Revenue Guarantee. The next section outlines the City Manager's authority for the \$442,809.68 which was paid prior to the budget amendment adopted by the City Council.

Iowa Code § 372.8 outlines the City Manager's authorizations under our adopted form of government.

372.8 Council-manager form — supervision.

When a city adopts a council-manager-at-large or council-manager-ward form of government:

1. The city manager is the chief administrative officer of the city.
2. The city manager shall:
 - a. Supervise enforcement and execution of the city laws.
 - b. Attend all meetings of the council.
 - c. Recommend to the council any measures necessary or expedient for the good government and welfare of the city.
 - d. Supervise the official conduct of all officers of the city appointed by the manager, and take active control of the police, fire, and engineering departments of the city.

- e. Supervise the performance of all contracts for work to be done for the city, make all purchases of material and supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract.
- f. Supervise the construction, improvement, repair, maintenance, and management of all city property, capital improvements, and undertakings of the city, including the making and preservation of all surveys, maps, plans, drawings, specifications, and estimates for capital improvements, except property, improvements, and undertakings managed by a utility board of trustees.
- g. Cooperate with any administrative agency or utility board of trustees.
- h. Be responsible for the cleaning, sprinkling, and lighting of streets, alleys, and public places, and the collection and disposal of waste.
- i. Provide for and cause records to be kept of the issuance and revocation of licenses and permits authorized by city law.
- j. Keep the council fully advised of the financial and other conditions of the city, and of its future needs.
- k. Prepare and submit to the council annually the required budgets.
- l. Conduct the business affairs of the city and cause accurate records to be kept by modern and efficient accounting methods.
- m. Make to the council not later than the tenth day of each month an itemized financial report in writing, showing the receipts and disbursements for the preceding month. Copies of financial reports must be available at the clerk's office for public distribution.
- n. Appoint a treasurer subject to the approval of the council.
- o. Perform other duties at the council's direction.

3. The city manager may:

- a. Appoint administrative assistants, with the approval of the council.
- b. Employ, reclassify, or discharge all employees and fix their compensation, subject to civil service provisions and [chapter 35C](#), except the city clerk, deputy city clerk, and city attorneys.
- c. Make all appointments not otherwise provided for.

- d. Suspend or discharge summarily any officer, appointee, or employee whom the manager has power to appoint or employ, subject to civil service provisions and [chapter 35C](#).
- e. Summarily and without notice investigate the affairs and conduct of any department, agency, officer, or employee under the manager's supervision, and compel the production of evidence and attendance of witnesses.
- f. Administer oaths.

4. The city manager shall not take part in any election for council members, other than by casting a vote, and shall not appoint a council member to city office or employment, nor shall a council member accept such appointment.

The City Manager is also authorized by the state code referenced above and Resolution 286-17 adopted by the City Council to enter contracts for services of \$500,000 or less and to make ALL purchases of equipment, materials, and supplies.

Conclusion:

The expenditure of City funds toward the minimum revenue guarantee by the City Manager and the City Council were all within the bounds of state and local authorizations related to budgets and expenditures.

**AIR SERVICES AGREEMENT
KEY LIME AIR – DENVER AIR CONNECTION
DUBUQUE REGIONAL AIRPORT COMMISSION**

This Air Services Agreement (this "Agreement") is entered into on this 19 day of September, 2024, by and between KEY LIME AIR, dba DENVER AIR CONNECTION, a Colorado company with a place of business at 13252 E. Control Tower Rd., Englewood, CO 80112 ("DAC") and the City of Dubuque by and through its duly authorized AIRPORT COMMISSION ("Dubuque") (collectively, the "Parties").

1. Air Service

A. DAC will operate scheduled round-trip air service to and from the Dubuque Regional Airport ("DBQ") and with the aircraft indicated as follows:

1. ORD-DBQ/DBQ-ORD (the "DBQ Flights"):

- Operates an average of 7 round trip flights per week.
- Operates year-round, 12 months per year.
- Operates with an ERJ145 aircraft with a 50-seat configuration.
- The initial daily schedule shall depart ORD-DBQ at approximately 2:45pm, arriving DBQ at 3:55pm, and depart DBQ-ORD at approximately 4:25pm, arriving ORD at 5:35pm.

B. The DBQ Flights will be operated under the direction and control of DAC and Dubuque shall have no right to make decisions with respect to the operation of the DBQ Flights. DAC may change the weekly schedule or aircraft operating DBQ Flights upon mutual written agreement by the Parties. While at the ultimate discretion of DAC, the parties agree to mutually coordinate on any changes or adjustments to the daily schedule.

2. Term and Renewal

A. The initial term (the "Initial Term") of this Agreement shall commence on the date first written above and shall continue, unless terminated earlier as provided herein, until April 30, 2025. Any subsequent renewals to the Term shall run from May 1–October 31 and November 1 –April 30 of the given years.

B. This Agreement shall automatically renew for additional six-month terms unless written notification is provided by either party a minimum of sixty (60) days before the expiration of the existing term (a "Renewal Term"). The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term."

3. Cost of Service. DAC shall bear all costs of providing the DBQ Flights described above, including, but not limited to, the costs of all required aircraft, equipment, facilities, personnel, ground costs including landing fees and use charges, credit card commissions, travel agent commissions,

deicing, and fuel or aircraft ferrying.

4. Financial Performance Guaranty. During the Term, Dubuque will guarantee that DAC will receive "Minimum Revenues" (as such term is defined below) which shall be calculated as follows:

- A. Minimum Revenues. For the DBQ Flights, the sum of [REDACTED] per flight segment shall be referred to as the "Minimum Revenues." The Minimum Revenues per segment shall be reviewed and adjusted upon mutual written agreement of the Parties prior to each Renewal Term per paragraph C below.
- B. Initial Term. Dubuque's maximum liability for the Initial Term of this Agreement shall be capped at \$2,000,000.
- C. Renewal Terms. Minimum Revenues, including segment costs and maximum liabilities, shall be reassessed annually based on the preceding term's financial performance and mutually agreed upon by the parties a minimum of sixty (60) days prior to the start of any Renewal Term, in the absence of which the Terms outlined here shall continue in force until such determinations are made.

5. Guaranty Payment and Revenues.

- A. To the extent that, during the Term, DAC receives less than the Minimum Revenues from the DBQ Flights, Dubuque will pay to DAC an amount equal to the difference between the Minimum Revenues applicable to the DBQ Flights and the amount of Revenues, as defined below, actually received by DAC from operating the DBQ Flights (the aggregate difference being the "Guaranty Payment").
- B. For purposes of this Agreement, "Revenues" shall mean the total segment revenues (including passenger revenue, bag fees, change fees, other surcharges, cargo revenue, and any other revenue) from the operation of the DBQ Flights.
- C. Guaranty Payments shall be calculated monthly per Denver Air's quarterly 4-4-5 accounting schedule. DAC records flight data and route performance on a weekly basis. During each quarter, the monthly invoice will utilize either 4 or 5 weeks of data to capture the 13 weeks during a quarter, thus a 4-4-5 schedule. DAC will provide Dubuque with a final accounting and supporting documentation within thirty (30) days following the end of each month, and following final review and reconciliation between the parties, Dubuque will pay to DAC the Guaranty Payment within thirty (30) days of Dubuque's receipt of the final accounting. Should the Revenues from DBQ Flights show a net positive exceeding the Minimum Revenues, such overages will be applied as credit against following months. Dubuque's obligation to make payments in accordance with the provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.
- D. Fuel Adjustment. The Minimum Revenues are based on DAC's assumed baseline cost of US [REDACTED] per gallon of jet fuel inclusive of all charges including taxes and into plane fees (the "Baseline Fuel Cost"). If the average price per gallon that DAC actually pays for jet fuel during any given month increases or decreases by more than \$0.10 per gallon from the Baseline Fuel Cost, the parties will adjust the Minimum Revenues on a cent for cent basis to the extent the average fuel cost for the month varies, either up or down, from the Baseline Fuel Cost, as follows:

If the average price per gallon increases or decreases for any month during the Term in excess of \$.10 per gallon from the Baseline Fuel Cost, the Minimum Revenues shall be increased or decreased by an amount equal to the difference between the Baseline Fuel Cost and the average price per gallon multiplied by the total number of gallons of jet fuel consumed on the DBQ Flights during such month.

6. **Flight Cancellations/Diversions.** DAC and Dubuque acknowledge that DAC may cancel or divert flights, including DBQ Flights, due to mechanical problems, weather conditions, or other circumstances beyond the reasonable control of DAC. If circumstances or conditions result in canceled or diverted DBQ Flights, DAC shall have the obligation to provide alternate air and/or ground transportation for passengers who are ticketed on the DBQ Flights in compliance with DAC's standard procedures for such circumstances. The costs of any cancelled DBQ Flights shall not be included in the calculation of any Minimum Revenues.
7. **Air Fares.** DAC agrees to establish fares for DBQ Flights that are consistent with DAC's current internal pricing strategies while remaining competitive within the airline industry generally and with a goal of operational profitability. Without limiting the generality of the foregoing provisions of this paragraph and paragraph 1 (B), DAC agrees to use good faith efforts to consider Guarantor's comments on issues related to marketing, pricing and revenue management of DBQ Flights.
8. **Reporting.** Commencing on the date two (2) weeks after the date schedules are available for sale and continuing for the Term, DAC agrees to provide a report on a weekly or bi-weekly basis containing booking management data and load information and such other information as Dubuque shall reasonably request with respect to the DBQ Flights.
9. **Marketing Support.** Dubuque will work with DAC in good faith to market DBQ Flights in a mutually beneficial and cost-effective manner. Dubuque will give DAC service prominent placement in any marketing campaign conducted by Dubuque to promote service to and from Dubuque. DAC shall market the flights at a minimum in a manner consistent with DAC's current strategies and commensurate with similar routes.
10. **Promotional Vouchers and Non-Revenue Travel.** To enable Dubuque to promote air service under this Agreement, DAC agrees to annually issue to the air service organization DBQ AIR twenty-five (25) round-trip travel vouchers for positive space coach class transportation valid for travel on any DAC service, as well as twenty-five (25) round-trip travel vouchers at the initial launch for promotional use.
11. **Termination.**
 - A. In addition to the exercise of any rights that it may have at law, in equity or under this Agreement, either party may terminate this Agreement upon written notice to the other party if the other party has failed to perform any of its material obligations under this Agreement, and such failure continues unremedied following receipt of a thirty (30) day Notice to Cure. The effective date of any such termination shall be thirty (30) days from Notice to Cure.
 - B. This Agreement will terminate automatically if DAC ceases to hold the governmental authorities necessary to operate the DBQ Flights.
 - C. Either party may terminate this agreement with or without cause or penalty upon not less than ninety (90) days' written notice to the other party. The effective date of termination shall be as

stated in such written notice of termination but not earlier than ninety (90) days following such written notice.

D. Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall have any obligation to the other party except for those obligations that may have accrued through the date of such termination (including Dubuque's obligation to pay any Guaranty Payment hereunder) and such obligations which by their nature or by the express terms of this Agreement survive the expiration or earlier termination of this Agreement.

12. Remedies Upon Termination.

A. A termination pursuant to Section 11 shall not limit either party's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect Dubuque's obligation to pay DAC all amounts owed to DAC as of the effective date of such expiration or termination.

C. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. **Force Majeure.** A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

14. **Audit.** With ten (10) business days' notice, Dubuque, at its expense, shall have the right to audit and inspect, at DAC's books and records as they relate to the determination of Revenue on the DBQ Flights for the sole purpose of ensuring that, in determining the amount of Revenue, DAC is utilizing the same methodology as is applied to all of DAC's similar routes.

15. **Confidentiality.** No party hereto may disclose to a third party any part of this Agreement, any information pertaining to the specific contents of this Agreement or any proprietary information received from the other party pursuant to this Agreement unless such information shall have already become publicly known without breach of this provision or unless required to do so pursuant to applicable law, regulation, governmental order or subpoena, provided that in the case of any such law, regulation, governmental order or subpoena the parties will consult in good faith as to how to proceed with the aim of taking all appropriate action to limit the scope of such governmental order

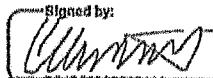
or subpoena and/or obtain confidential treatment for any material required to be disclosed in response thereto. Neither party shall have the right to use the other party's name, logo or other marks without the express written permission of the other party.

16. **Indemnification and Hold Harmless.** Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and affiliates (the "Indemnified Party") from and against, any and all third-party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses of any nature (including without limitation reasonable attorneys' fees) whatsoever arising out of or related to any loss, cost, damage or injury (including without limitation death of any person or damage to property of any kind) arising out of or in connection with, or related to the negligent acts, errors or omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by any Indemnified Party's negligence.
17. **Insurance.** At all times during the Term of this Agreement, DAC shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$10,000,000 USD for bodily injury (including death of any person) and any damage to (including destruction of) property. DAC will furnish Dubuque within thirty (30) days of such request, and upon each annual renewal, an insurance certificate which: (i) indicates that the insurer has accepted and insured DAC as provided in this Section 17 of this Agreement; (ii) includes the insurer's commitment to give Dubuque not less than thirty (30) days' advance written notice in the event of cancellation or adverse material change in coverage.
18. **Assignment.** Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.
19. **Attorneys' Fees.** In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the other party all reasonable costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such action.
20. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (A) upon delivery by hand, (B) one (1) day after delivery to a commercial courier (example, FedEx) for next business day delivery properly addressed and prepaid, or (C) within three (3) days after placement in the U.S. mail properly addressed and with sufficient postage for certified mail, return receipt requested to the addresses set forth in the first paragraph of this Agreement or such other address as a party may designate, in writing, pursuant to this notice provision (provided, however, and notwithstanding the foregoing, any invoices rendered by DAC may be sent to Dubuque via electronic communication to: tmalsing@cityofdubuque.org and csheldon@cityofdubuque.org).
21. **Miscellaneous.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement or any provision of this Agreement may not be amended, modified or waived except by a written agreement signed by both parties hereto. This agreement shall be interpreted and construed in accordance with the substantive law of the State of Iowa & Iowa District Court for Dubuque County. The parties hereto represent that they have the authority to enter into this Agreement. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

[SIGNATURE PAGE]

IN WITNESS WHEREOF, DAC and Dubuque have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first written above.

DENVER AIR CONNECTION

Signed by:
By: 
Cliff Honeycutt
Chief Executive Officer

DUBUQUE REGIONAL AIRPORT COMMISSION

By: 
Name: Todd Dilsing
Its: Airport Director