

# Dane County Contract Cover Sheet

Revised 01/2026

Res 397  
significant

|                                         |                                                                                                                                            |                |       |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|
| <b>Dept./Division</b>                   | AIRPORT                                                                                                                                    |                |       |
| <b>Vendor Name</b>                      | AMERICAN AIRLINES                                                                                                                          | <b>MUNIS #</b> | 11494 |
| <b>Brief Contract Title/Description</b> | Air Service Promotion and Marketing Agreement to provide incentive for American Airline's new route to Boston Logan International Airport. |                |       |
| <b>Contract Term</b>                    | 6/2026 - 6/17/2028                                                                                                                         |                |       |
| <b>Contract Amount</b>                  | \$150,000.00                                                                                                                               |                |       |

|                                        |                      |
|----------------------------------------|----------------------|
| <b>Contract #</b><br>Admin will assign | 16220                |
| <b>Type of Contract</b>                |                      |
| <input type="checkbox"/>               | Dane County Contract |
| <input type="checkbox"/>               | Intergovernmental    |
| <input type="checkbox"/>               | County Lessee        |
| <input type="checkbox"/>               | County Lessor        |
| <input type="checkbox"/>               | Purchase of Property |
| <input type="checkbox"/>               | Property Sale        |
| <input type="checkbox"/>               | Grant                |
| <input checked="" type="checkbox"/>    | Other                |

|                                       |                             |                                   |                     |
|---------------------------------------|-----------------------------|-----------------------------------|---------------------|
| <b>Department Contact Information</b> |                             | <b>Vendor Contact Information</b> |                     |
| <b>Name</b>                           | Tomasz Pajor                | <b>Name</b>                       | Debbie Nahas        |
| <b>Phone #</b>                        | 608-246-                    | <b>Phone #</b>                    | debbie.nahas@aa.com |
| <b>Email</b>                          | pajor.tomasz@MSNAIRPORT.COM | <b>Email</b>                      | 817-296-5921        |
| <b>Purchasing Officer</b>             |                             |                                   |                     |

|                             |                                                                                                        |                              |
|-----------------------------|--------------------------------------------------------------------------------------------------------|------------------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)                          |                              |
|                             | <input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required) |                              |
|                             | <input type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)               | <b>RFB/RFP #</b>             |
|                             | <input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)               |                              |
|                             | <input type="checkbox"/> Bid Waiver – Over \$46,000 (N/A to Public Works)                              |                              |
|                             | <input type="checkbox"/> Cooperative Contract                                                          | <b>Contract Name &amp; #</b> |
|                             | <input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other        |                              |

|                   |              |             |             |              |           |
|-------------------|--------------|-------------|-------------|--------------|-----------|
| <b>MUNIS Req.</b> | <b>Req #</b> | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   | <b>Year</b>  | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   |              | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |

|                          |                                                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budget Amendment</b>  |                                                                                                                                                                                                     |
| <input type="checkbox"/> | A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly. |

|                                                             |                                                                                            |      |              |     |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------|------|--------------|-----|
| <b>Resolution</b><br>Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000                                |      | <b>Res #</b> | 397 |
|                                                             | <input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.      |      |              |     |
|                                                             | <input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. |      |              |     |
|                                                             | <b>Year</b>                                                                                | 2025 |              |     |

|                                                               |                                                                     |                                                |
|---------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------|
| <b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b> |                                                                     |                                                |
| <input type="checkbox"/> No modifications.                    | <input type="checkbox"/> Modifications and reviewed by: ADAM USSHER | <input type="checkbox"/> Non-standard Contract |

|                                         |                                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPROVAL</b>                         |                                                                                                                                                                                                   |
| <b>Dept. Head / Authorized Designee</b> |                                                                                                                                                                                                   |
| Cody Castillo                           | <small>Digitally signed by Cody Castillo<br/>DN: C=US, E=Castillo.cody@msnairport.com,<br/>CN=Cody Castillo<br/>Reason: I am approving this document<br/>Date: 2026.03.05 15:59:48-06'00'</small> |

|                                                                                             |                            |
|---------------------------------------------------------------------------------------------|----------------------------|
| <b>APPROVAL – Contracts Exceeding \$100,000</b>                                             |                            |
| <b>Director of Administration</b>                                                           | <b>Corporation Counsel</b> |
| Slaven, Shelby                                                                              | Carlos Pabellon            |
| <small>Digitally signed by Slaven, Shelby<br/>Date: 2026.03.19<br/>22:27:15 -05'00'</small> |                            |

|                                                                                                 |                         |                  |                                                                                           |
|-------------------------------------------------------------------------------------------------|-------------------------|------------------|-------------------------------------------------------------------------------------------|
| <b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b> |                         |                  |                                                                                           |
| <b>DOA:</b>                                                                                     | <b>Date In:</b> 3/19/26 | <b>Date Out:</b> | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, March 19, 2026 12:45 PM  
**To:** Hicklin, Charles; Patten, Peter; Pabellon, Carlos; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16220  
**Attachments:** 16220.pdf

| Tracking: | Recipient         | Read                    | Response                   |
|-----------|-------------------|-------------------------|----------------------------|
|           | Hicklin, Charles  |                         |                            |
|           | Patten, Peter     | Read: 3/19/2026 1:08 PM | Approve: 3/19/2026 1:15 PM |
|           | Pabellon, Carlos  | Read: 3/19/2026 1:14 PM | Approve: 3/19/2026 1:33 PM |
|           | Cotillier, Joshua | Read: 3/19/2026 2:02 PM | Approve: 3/19/2026 2:06 PM |
|           | Oby, Joe          |                         |                            |

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16220  
Department: Airport  
Vendor: American Airlines  
Contract Description: Promotion & Marketing Agreement for new Boston Logan International Airport Route (Res 397)  
Contract Term: 6/17/26 – 6/17/28  
Contract Amount: \$150,000.00

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

## Goldade, Michelle

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**From:** Hicklin, Charles  
**Sent:** Thursday, March 19, 2026 1:08 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16220

**AUTHORIZING EXECUTION OF AN AIR SERVICE PROMOTION AND  
MARKETING AGREEMENT FOR AMERICAN AIRLINES  
DANE COUNTY REGIONAL AIRPORT**

Beginning in June of 2026, American Airlines, Inc. ("American") will initiate non-stop daily air service between Dane County Regional Airport ("DCRA") and Boston, Massachusetts (Boston Logan International Airport, "BOS"). This destination is not currently served by non-stop flights from DCRA, and is a Top Ten Market eligible for incentives under DCRA's Community Air Service Support Program ("CASSP"). American desires to obtain promotional assistance for this service through the CASSP. The promotional assistance will end in June of 2028 or upon written notice by any party or as otherwise provided in this agreement.

As provided for in DCRA's CASSP, under the Air Service Promotion and Marketing Agreement for American, DCRA will expend up to \$150,000 for the promotion of American's new service. Additionally, based on the CASSP, DCRA will waive landing fees for two years on American's BOS flights.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Air Service Promotion and Marketing Agreement for American Airlines providing promotional and marketing assistance and landing fee abatement to support American Airlines' newly initiated non-stop round trip flights servicing BOS, as set forth above.

## **AIR SERVICE PROMOTION AND MARKETING AGREEMENT**

**Dane County Regional Airport  
American Airlines, Inc.**

**THIS AGREEMENT** is between Dane County, a Wisconsin quasi-municipal corporation, ("County") and American Airlines, Inc., ("Airline"), a Delaware corporation.

### **RECITALS**

1. 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").
2. 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.
3. The Airline is introducing at the Airport, on or about June 18<sup>th</sup>, 2026, daily round trip air service between the Airport and Boston, MA's Boston Logan International Airport ("BOS"), a Top Ten Market (as that term is defined in the CASSP) which is not currently served by a scheduled commercial airline operating at the Airport.
4. The airline desires to obtain promotional assistance for the above-described non-stop air service through CASSP.

### **AGREEMENT**

Accordingly, the County and the Airline agree as follows:

1. This Agreement is effective on the date it is fully executed and expires at 11:59 p.m. on June 17<sup>th</sup>, 2028, unless it is terminated upon thirty days written notice by any party or as otherwise provided in this agreement.
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 June 18<sup>th</sup>, 2026, initiate non-stop round trip air service between the Airport and BOS. Airline shall provide such service at least four times per week by jet passenger aircraft having fifty or more passenger seats and shall

cause the schedule to be published in the Official Airline Guide. In the event the Airline does not timely initiate, or ceases to provide, at least four times per week, such non-stop round trip air service between the Airport and BOS, 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 24 months after June 18<sup>th</sup>, 2026, Airline shall pay to the County all moneys expended by the County under the terms of this Agreement and the waiver of landing fees described in Section 7 shall end as of the date Airline fails to maintain such service at the required frequency. The provisions of this section shall survive the expiration or termination of this Agreement.

4. Until 11:59 p.m. on June 17<sup>th</sup>, 2027, the County shall expend up to \$150,000 for advertising and marketing for the promotion of the Airline's non-stop air service between the Airport and BOS. 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 BOS.
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 \$150,000 for media purchases.
7. Until 11:59 p.m. on June 17<sup>th</sup>, 2028, the County shall waive the right to collect from the Airline landing fees incurred by aircraft engaged in providing non-stop air service from BOS 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 as related to non-stop flights originating at BOS.
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:** American Airlines, Inc.  
1 Skyview Drive, MD 8E100  
Fort Worth, TX 76155

**COUNTY and  
AIRPORT:** Office of the Airport Director  
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 to this Agreement. 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 in this Agreement and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.
14. The parties may evidence their agreement to be bound by the terms of this Agreement by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Agreement has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.

To evidence the parties' agreement to this Agreement, they have executed and delivered it on the dates indicated below.

**FOR DANE COUNTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Agard  
Dane County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

**FOR AMERICAN AIRLINES, INC.:**

By: 

Date: 13 Feb 2020

Name: BRIAN ZNOTINS  
Title: SVP NETWORK PLANNING