

# Dane County Contract Addendum Cover Sheet

Res 022 significant

Revised 06/2021

<b>Contract #</b> Admin will assign	14687B
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<b>Dept./Division</b>	AIR/ADMIN	<b>Vendor Name</b>	AFFIRM AGENCY
<b>Brief Addendum Title/Description</b>	Second Amendment to purchase of services agreement 14687A increase for 2026, specific for Community Air Service Support Program	<b>Vendor MUNIS #</b>	7363
		<b>Addendum Term</b>	1/1/2026-12/31/2026
		<b>Amount (\$)</b>	\$ 275,000.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Michael Riechers	<b>Contact</b>	Daniel Mager
<b>Phone #</b>	608-661-6442	<b>Phone #</b>	262.650.9900 ext 104
<b>Email</b>	riechers.michael@msnairport.com	<b>Email</b>	dmager@affirmagency.com
<b>Purchasing Officer</b>	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed</b>	<b>Org:</b> AIRADMIN	<b>Obj:</b> 31493	<b>Proj:</b>	
	<b>PO#</b> 2026-0037	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/2022-12/31/2022	\$ 475,000.00	<input type="checkbox"/> None	Res# 398/2021
	A	1/1/2023-12/31/2026	\$ 1,952,822.00	<input type="checkbox"/> None	Res# 263/2022
	B	1/1/2026-12/31/2026	\$ 275,000.00	<input type="checkbox"/> None	Res# 023/2026
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 2,702,822.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Adam Ussher	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Cody Castillo	<small>Digitally signed by Cody Castillo DN: C=US, E=Castillo.cody@msnairport.com, CN=Cody Castillo Reason: I am approving this document Date: 2026.05.11 15:32:52-05'00'</small>

APPROVAL – Contracts Exceeding \$100,000		
<b>Director of Administration</b>		<b>Corporation Counsel</b>
Slaven, Shelby	<small>Digitally signed by Slaven, Shelby Date: 2026.05.20 14:42:28 -05'00'</small>	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 5/11/26	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, May 13, 2026 2:35 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #14687B  
**Attachments:** 14687B.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/13/2026 2:41 PM	Approve: 5/13/2026 2:41 PM
	Rogan, Megan	Read: 5/13/2026 3:10 PM	Approve: 5/13/2026 3:36 PM
	Gault, David	Read: 5/14/2026 1:36 PM	Approve: 5/14/2026 1:37 PM
	Cotillier, Joshua	Read: 5/14/2026 7:50 AM	Approve: 5/14/2026 7:56 AM
	Oby, Joe		

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

Contract #14687B

Department: Airport

Vendor: Affirm Agency LLC

Contract Description: Provide advertising & marketing services for the Airport, specific for Community Air Service Support Program (Res 022)

Contract Term: 1/1/26 – 12/31/26

Contract Amount: \$275,000.00

*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.

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**2026 RES-022**

**AUTHORIZING SECOND AMENDMENT OF PURCHASE OF SERVICES AGREEMENT  
FOR ON CALL MARKETING AND ADVERTISING SERVICES**

Dane County Regional Airport  
Purchase of Services Agreement No. 14687

Under Purchase of Services Agreement No. 14687 (“Agreement”), Staples Marketing LLC d/b/a AFFIRM Agency (“AFFIRM”) provides Dane County Regional Airport (“Airport”) on call marketing and advertising services. These services include general airport marketing, promotional services in support of new or expanded air service offered from the Airport, and advertising and informational materials and videos for use by the Airport.

On April 16<sup>th</sup>, 2026, the Dane County Board passed 2025 RES-397 authorizing an air service promotion and marketing agreement for American Airlines to support the new Boston route under the Airport’s Community Air Service Support Program. This resolution authorizes funds to be added to the existing contract with AFFIRM to place the ads to support the new route.

Multiple airlines will be starting new air service at the Airport, including American Airlines and Delta Air Lines beginning new round trip service to Boston, Massachusetts and Breeze Airways beginning new round trip service to Raleigh-Durham, North Carolina. This new air service is eligible for incentives under the Airport’s Community Air Service Support Program. American Airlines has signed an Air Service Promotion and Marketing Agreement which has been authorized under 2025 RES-397. Delta Air Lines and Breeze Airways may enter Air Service Promotion and Marketing Agreements. Funds for marketing and advertising assistance for this new air service were not included when the Agreement with AFFIRM was originally procured. The Airport is seeking to increase the Maximum Cost of the Agreement by \$275,000 to be used for said marketing and advertising.

This amendment also adds federally required contract provisions concerning civil rights, the Fair Labor Standards Act, and the Occupational Safety and Health Act that were inadvertently omitted from the original Agreement. As such, the Airport is also seeking to amend the Agreement to include these required contract provisions.

The terms and conditions of the Agreement will otherwise remain unchanged. Airport staff have determined that approval of the requested amendment to the Agreement is in Dane County’s best interest.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County a Second Amendment to Purchase of Services Agreement with Staples Marketing LLC d/b/a AFFIRM Agency, increasing the Maximum Cost by \$275,000 and adding federally required contract provisions, as set forth above.

**SECOND AMENDMENT TO PURCHASE OF SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO PURCHASE OF SERVICES AGREEMENT** (“Second Amendment”) is between Dane County, a Wisconsin quasi-municipal corporation (“County”), and Staples Marketing LLC d/b/a AFFIRM Agency, a Wisconsin limited liability company (“Provider”); and is effective upon full execution by the authorized representatives of all parties.

**RECITALS**

1. County and Provider are parties to Dane County Purchase of Services Agreement No. 14687, as amended by an Amendment to Purchase of Services Agreement dated March 25, 2023 (as amended, the “Agreement”), pursuant to which Provider provides on call marketing and advertising services to Dane County Regional Airport (“Airport”).
2. County and Provider wish to amend the Agreement to (a) increase the maximum cost of the Agreement commensurate with anticipated Air Service Promotion and Marketing Agreements that are part of the Airport’s Community Air Service Support Program, and (b) add federally required contract provisions.

**AGREEMENT**

Accordingly, the parties agree as follows:

1. The Agreement will remain in full force and effect and is changed by this Amendment only to the extent expressly stated below.
2. The Maximum Annual Cost for Year 5 of the Agreement is increased by \$275,000, to be used for marketing and advertising newly initiated non-stop round-trip service eligible for support under the Airport’s Community Air Service Support Program.
3. The attached Schedule C is incorporated into the Agreement as required by federal law.
4. The parties may evidence their agreement to be bound by the terms of this Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Amendment 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 Amendment to Purchase of Services Agreement, they have executed and delivered it on the dates indicated below.

**COUNTY**

Dane County

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

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

**PROVIDER**

Staples Marketing LLC d/b/a AFFIRM Agency

By: *Danny Mager* Date: 03/27/2026  
Daniel Mager  
President, AFFIRM Agency

## **SCHEDULE C**

### **Provisions Required by Federal Law**

#### **A4. CIVIL RIGHTS – GENERAL**

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract.

#### **A5. CIVIL RIGHTS – TITLE VI ASSURANCES**

- A. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request County to enter into any litigation to protect the interests of County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

**A15. FEDERAL FAIR LABOR STANDARDS ACT**

- A. Provisions of 29 CFR part 201. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance with 29 CFR part 201. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**A17. OCCUPATIONAL SAFETY AND HEALTH ACT**

- A. Requirements of 29 CFR Part 1910. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Consultant and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Consultant shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.