

**AGREEMENT FOR OPERATIONAL INCENTIVES  
("AGREEMENT")**

**THIS AGREEMENT** is made and entered into as of the date indicated on the City's signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **UNITED AIRLINES, INC.**, a corporation organized and existing under and by virtue of the laws of the state of Delaware, and authorized to do business in the State of Colorado (the "**Airline**") (each a "**Party**" and collectively the "**Parties**");

**WITNESSETH:**

**WHEREAS**, the City owns, operates and maintains Denver International Airport ("**DEN**" or "**Airport**"); and

**WHEREAS**, the Airline announced, and commenced, non-stop, regular passenger service between Rome, Italy ("**FCO**") and DEN (the "**Service**") beginning on or about May 1, 2025 ("**Commencement Date**"); and

**WHEREAS**, DEN assesses operational fees for the Airline's use of DEN, payable to the Denver Municipal Airport System Enterprise Fund (the "**Airport Revenue Fund**"); and

**WHEREAS**, a factor in the Airline's decision to initiate new passenger service was an offer by DEN of promotional benefits to any air carrier initiating or announcing qualified, scheduled passenger service between January 1, 2024, and December 31, 2024, consistent with the terms and conditions of the City's Air Carrier Incentive Program ("**Incentive Program**"), attached hereto as *Exhibit A*;

**NOW THEREFORE**, for and in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

**1. LINE OF AUTHORITY:**

The Chief Executive Officer of the Department of Aviation (the “CEO”), or their designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the Airport’s Director of Air Service Development (the “**Director**”) is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated and whose approval shall be deemed to be the approval of the CEO. In furtherance of the foregoing, any reference to the CEO herein, below, shall be deemed a reference to the Director unless otherwise notified, in writing, by the CEO. The Director may designate a Project Manager, if applicable, under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Airline shall be processed in accordance with the Director's directions.

**2. AIRLINE INCENTIVE AND CREDIT MECHANISM:**

**A. Definition.** For the purposes of this Agreement, the Parties expressly agree that the term “Airline” includes aircraft movements at DEN by the Airline as well as by its subsidiaries, affiliates and aircraft operators with whom the Airline has a capacity purchase agreement covering the aircraft movements at DEN and that all such aircraft operators shall be construed as the Airline hereunder.

**B. Schedule.** The current intended schedule for the Service is 156 departures in the first year of Service (May 1, 2025 – April 30, 2026). The frequency for the second year of Service (May 1, 2026 – April 30, 2027) is currently expected to equal the number of departures in the first year.

**C. Credits.** If the Airline establishes and continues the Service for twenty-four (24) consecutive months, beginning on or about the Commencement Date, the City will provide credit from the Airport revenues against the fees the Airline would owe to the Airport to operate the incentivized route. The incentives include landing fees, as applicable, and may include other relevant fees. Accordingly, the credits, will not exceed the Airline’s cost to operate at DEN.

**D. Frequency Adjustment.** In the event the frequency of service is adjusted by the Airline during the term of this Agreement, provided the service is not discontinued or reduced to less than sixty-six percent (66%) of the Current Schedule, the Airline will be credited for its costs incurred and services rendered hereunder based on the adjusted service.

**E. Accounting for Credits.** The credits will be accounted for in the City's Airport Revenue Fund and shall be reconciled in accordance with DEN rate-making procedures as outlined in Part VI of the Airport Use and Facilities Lease Agreement, by and between the City and the Airline, as amended and supplemented from time to time (the "ULA"). The credits will be accounted for in the City's Airport Revenue Fund and shall be reconciled in accordance with Part 120 of the Denver Municipal Airport System's Rules and Regulations ("DEN Rules and Regulations"). The credits are calculated based on the cost to the Airline to operate the incentivized Service at DEN in accordance with Section 2.C, above. Such credits shall be recorded on the tracking template form attached hereto as *Exhibit B* (the "Operating Incentive Tracking Template"). If the Service is discontinued before twenty-four (24) months have elapsed, then the credits will be terminated in accordance with Section 5, below.

**3. MAXIMUM CONTRACT AMOUNT:**

**A.** The total amount of credits offered to the Airline shall not exceed the sum of **One Million Five Hundred Thousand United States Dollars and Zero Cents (US \$1,500,000.00)**. (the "Maximum Contract Amount"). The Maximum Contract Amount provided above is based upon the number of flights set out in Section 2.B., above.

**B.** Credits under this Agreement shall be credited from the Airport System Fund. The City has no obligation to issue credits from any other source, nor to issue additional revenue bonds to satisfy such credits. The City is not under any obligation to make future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

**4. TERM:**

The Term of this Agreement shall begin on or about the Commencement Date and shall expire twenty-four (24) months thereafter, unless terminated in accordance with the terms stated herein.

**5. TERMINATION; REFUND OF REIMBURSEMENTS/CREDITS:**

**A. Termination.** Either Party may terminate this Agreement without cause by giving not less than thirty (30) days prior written notice to the other Party and may terminate this Agreement with cause by giving not less than thirty (30) days prior written notice to the other Party. Any such notice shall state the effective date of such termination.

**B. Refund of Reimbursements/Credits.** If the City or the Airline terminates this Agreement for cause, including but not limited to if the Airline does not provide non-stop service between FCO and DEN at a minimum of sixty-six percent (66%) of the Current Schedule, then all amounts reimbursed and/or credited to the Airline by the City under this Agreement shall be refunded to the City within thirty (30) days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

**6. STATUS OF THE AIRLINE:**

The Parties agree that they are parties to a ULA dated January 7, 1992, as amended and supplemented from time to time, and that the Airline has become a Signatory Airline as defined in DENs Rules and Regulations. The Airline acknowledges and agrees that it has executed the ULA prior to commencement of Service. Furthermore, the Airline acknowledges that it has been made aware of DEN Rules and Regulations at least sixty (60) days before the commencement of Service. This Agreement is expressly subject to all the terms and conditions set forth in the ULA and DEN Rules and Regulations. It is further understood and agreed that the status of the Airline shall be that of an independent contractor, and it is not intended, nor shall it be construed, that the Airline or its personnel are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code (“**D.R.M.C.**”) or for any purpose whatsoever.

**7. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

The Airline and any affiliates shall perform all services under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

**8. AIRLINE'S INSURANCE:**

The Airline agrees to insure its operations in accordance with the terms of the Airline's Certificate of Insurance and Certificate of Workers Compensation Insurance, as referenced in the ULA and required by DEN Rules and Regulations Parts 140 and 230. Airline shall insure its operations on or before the flight operations begin.

**9. NO THIRD-PARTY BENEFICIARY:**

The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any entity other than the City or the Airline receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only and shall not have any interest or right under this Agreement or any agreements referenced in this contract, except for instances where the Airline waived its benefits in accordance with *Exhibit A*.

**10. ASSIGNMENT AND SUBCONTRACTING:**

The City is not obligated or liable under this Agreement to any party other than the Airline named herein. The Airline shall not assign, pledge, transfer or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement without obtaining prior written consent and approval of the CEO or their authorized representative. Any attempt by Airline to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or their authorized representative, automatically terminate this Agreement and all rights of

Airline hereunder. Provided, however, nothing contained herein shall preclude the Airline from entering into agreements with third parties for ground handling and similar services ancillary to its air transportation business or agreements with its regional carriers for operating its flights.

**11. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any credits by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Airline. The City's issuance of any such credits when any breach or default exists shall not impair or prejudice any right or remedy available to the City. The City's assent expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**12. APPROVAL AND APPROVAL BY ELECTRONIC COMMUNICATION:**

Any approval given by the CEO (or the Director as the CEO's designee as provided in Section 1, above) hereunder, shall be deemed approval of the City hereunder. Further, any approval of the City or the Airline required hereunder may be given to the other Party via email communication at the following respective email address for each Party: If to the City, to Laura Jackson at Laura.Jackson@flydenver.com. If to the Airline, Brendan Baker at Brendan.Baker@united.com.

**13. COLORADO OPEN RECORDS ACT:**

A. Airline acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Airline agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Airline asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Airline to the City shall be considered confidential by the City only to the extent provided in CORA, and Airline agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Airline of such request in order to give Airline the opportunity to object to the disclosure of any material Airline may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Airline objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Airline agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Airline does not wish disclosed. Airline agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Airline's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

**14. EXAMINATION OF RECORDS:**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Airline's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Airline shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final credit under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States,

including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

**B.** Additionally, Airline agrees until the expiration of three (3) years after the final credit under this Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Airline related to Airline's performance of this Contract, including communications or correspondence related to Airline's performance, without regard to whether the work was credited for in whole or in part with federal funds or was otherwise related to a federal grant program.

**C.** In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Airline which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Airline further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

**15. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, the Airline shall comply with the Standard Federal Assurances identified in *Appendix A* and incorporated herein by reference. The City represents and warrants that, at the time of drafting, this Agreement is in compliance with the Incentive Program, and the incentives provided

hereunder, conform with the FAA Policy Regarding Air Carrier Incentives. If the FAA determines this Agreement or the Incentive Program violates the City's grant assurance obligations other federal contractual requirements, Airline shall reimburse the City the amounts that would be owed to the City.

**16. NOTICES:**

**A. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices shall be made as follows:

by Airline to: Chief Executive Officer  
Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to: United Airlines, Inc.  
233 S. Wacker Dr.  
HDQOU  
Chicago, IL 60606  
Attn: CRE Lease Administrator  
Email: [LeaseAdmin-CRE@united.com](mailto:LeaseAdmin-CRE@united.com)

**B. Delivery.** Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above. Mailed notices shall be deemed effective upon deposit with the U.S. or Italian Postal Service, and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or

delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**C. Informal Correspondence.** Other, non-essential notices (such as day-to-day correspondence) may be sent via e-mail and directed to the Director or Project Manager.

**17. NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this Agreement, the Airline may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, national origin, ethnicity, citizenship immigration status, gender, age, sexual orientation, gender variance, gender identity, gender expression, marital status, military status, source of income, protective hairstyle and/or physical and mental disability. The Airline shall insert the foregoing provision in all subcontracts.

**18. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Airline's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**19. GOVERNING LAW, BONDS AND VENUE:**

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Each and every term and condition herein is subject to Colorado law, the City Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto and as may be amended from time to time. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Denver Municipal Airport

System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**20. FORCE MAJEURE:**

The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, future epidemics or pandemics, the existence of which is unknown to the parties at the time of execution of this Agreement or any other causes beyond the control of the Parties (“**Event of Force Majeure**”). The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes. When reasonable actions to mitigate or prevent further delays have taken place, flight services not operated due to an Event of Force Majeure shall be deemed operated for the purpose of calculating the frequency of service.

**21. LEGAL AUTHORITY:**

A. The Airline assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Airline do hereby warrant and guarantee that they have been fully authorized by the Airline to execute this Agreement on behalf of the Airline and to validly and legally bind Airline to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Airline or the person signing this Agreement to enter into this Agreement. The City shall not be obligated to the Airline for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.

**22. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:**

This Agreement is intended as the complete integration of all understandings between the Parties as regards the amount of the Airline's credit against operational fees and the City's method of crediting in connection with the scheduled Service. No prior, contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

**23. ORDER OF PRECEDENCE**

In the event of an irreconcilable conflict between a provision of Section 1 through 24 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix A

Section 1 through Section 24 hereof

Exhibit A

Exhibit B

**24. EXECUTION; ELECTRONIC SIGNATURES-COUNTERPARTS AND ELECTRONIC RECORDS:**

This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed electronically by the City, and in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same, and it may be signed electronically by either Party in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic

signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**END OF AGREEMENT**

**SIGNATURE PAGES AND EXHIBITS FOLLOW**

## **APPENDIX A**

### **Standard Federal Provisions – (Non-AIP Funded)**

## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Contractor 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, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (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:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor 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 any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor 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 Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor 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 Contractor under the contract until Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor 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. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor 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, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (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, which 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 (42 U.S.C. §§ 12131 – 12189) 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 U.S.C. 1681 et seq).

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Contract Control Number:** PLANE-202578899-00  
**Contractor Name:** UNITED AIRLINES, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202578899-00  
UNITED AIRLINES, INC.

By: DocuSigned by:  
*Frances Levar*  
004B92E3AD634C2...

Name: Frances Levar  
(please print)

Title: Managing Director, Airport Affairs  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## Exhibit A

### Denver International Airport 2024 Air Carrier Incentive Program

**Overview:** To increase nonstop scheduled air service and passenger traffic at Denver International Airport (DEN) and to sustain this service over the long term.

#### General Guidelines

- Promotional Benefits are offered to any eligible air carrier announcing scheduled nonstop passenger service to an eligible market between Jan. 1 – Dec. 31, 2024.
- Markets, both domestic and international, are considered served as soon as service is publicly announced and/or loaded into schedules, whichever occurs first.
- Charter operations, including operators under Parts 121, 135 and 380, are not eligible.
- Markets that fall under the Essential Air Service (EAS) program are not eligible.
- All conditions for receiving the Promotional Benefits will be documented in a legal agreement between the City & County of Denver (City) and the eligible air carrier. This legal agreement is subject to final approval by the appropriate officials at the City.
- If the eligible air carrier does not meet the minimum service requirements, then all operational credits provided to the air carrier shall be refunded to the City, and all reimbursements to the air carrier for marketing activities shall be refunded to the City.
- Total incentive funds available are limited and may expire during this period.
- DEN Air Carrier Incentive Program is subject to change; any changes will be posted at least 30 days in advance of the implementation of such changes.

#### Eligible Air Carriers

1. A new air carrier (New Entrant Carrier) is eligible for Promotional Benefits.
2. A New Entrant is defined as an air carrier that has not operated any scheduled domestic or international passenger air service at DEN in the most recent 24 months.
3. An incumbent air carrier (Incumbent Carrier) is eligible for Promotional Benefits.
4. If the New Entrant Carrier can reasonably be considered a replacement for existing service, the air carrier is considered an Incumbent Carrier.
5. Immunized joint venture partner carriers will be considered as a single carrier for the purposes of determining net frequency/capacity changes.
6. A New Entrant Carrier is only eligible for one incentive type at a time.
7. An Incumbent Carrier is only eligible for one incentive per destination at a time.
8. An Incumbent Carrier cannot receive an incentive while still receiving a New Entrant Carrier incentive.

#### Eligible Domestic Markets

1. Domestic Markets are defined as any market in the 50 U.S. states, Puerto Rico and the U.S. Virgin Islands.
2. An Unserved Domestic Market is defined as any Domestic Market that has not had scheduled nonstop service from DEN in the most recent 24 months.
3. Unserved Domestic Markets in the Lower 48 U.S. states are eligible for Promotional Benefits.

4. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by an Incumbent Carrier, service must be operated at a minimum of 5 days per week (annualized at 260 days per year).
5. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by a New Entrant Carrier, service must be operated at a minimum of 2 days per week (annualized at 104 days per year).
6. Unserved Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits by both New Entrant Carriers and Incumbent Carriers if service is operated at a minimum of 2 days per week (annualized at 104 days per year).
7. Served Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency in service from DEN to the market without any corresponding reduction in capacity.
8. Served Domestic Markets in the Lower 48 U.S. states are only eligible for Promotional Benefits as part of a New Entrant Carrier incentive.

### **Eligible International Markets**

1. International Markets are defined as any market that is not in the 50 U.S. states, Puerto Rico or the U.S. Virgin Islands.
2. An Unserved International Market is defined as any international market that has not had scheduled nonstop service from DEN in the most recent 12 months.
3. Unserved International Markets are eligible for Promotional Benefits.
4. Served International Markets are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency of service from DEN to the market without any corresponding reduction in capacity.
5. For the purposes of the table defining incentive levels, countries are assigned to regions based on the International Air Transport Association (IATA) definitions.
6. Mexico Leisure Destinations are defined as the following: Acapulco (ACA), Cancun (CUN), Cozumel (CZM), Huatulco (HUX), Ixtapa/Zihuatanejo (ZIH), Mazatlan (MZT), Puerto Escondido (PXM), Puerto Vallarta (PVR), San Jose del Cabo (SJD) and Tulum (TQO).

### **Promotional Benefits**

The Promotional Benefits available include an Operational Incentive and a Marketing Incentive. All Promotional Benefits are prorated on an annual basis. The eligible air carrier can choose to take Promotional Benefits solely through the Operating Incentive, solely through the Marketing Incentive, or a combination of both the Operating Incentive and the Marketing Incentive.

1. Operational Incentive.
  - a. Operational Incentives are administered through credits.
  - b. Operational Incentives available to air carriers may include, but are not limited to, landing fees, rental fees and gate fees.
  - c. The credits will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the eligible route.
  - d. The credits for a frequency increase will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the increased frequencies.
2. Marketing Incentive.
  - a. The air carrier will develop a marketing plan that must be approved by DEN.

- b. The marketing plan must promote public and industry awareness of the new service offered by the air carrier at DEN to must promote travel to/from/through DEN.
- c. The air carrier is responsible for executing the marketing plan, including making all payments to any third parties.
- d. Upon receipt of invoices from the air carrier, DEN will reimburse the air carrier for expenses related to the execution of the approved marketing plan.
- e. Air carrier is required to provide documentation the marketing services were provided and proof of payment by air carrier to third parties for DEN to provide reimbursement to the air carrier.
- f. An initial draft of the marketing plan must be submitted to DEN within 60 days of air carrier's notification to DEN that the air carrier intends to take the Marketing Incentive. If the air carrier does not provide a draft marketing plan within this 60-day period, the City is not obligated to enter negotiations.

### **Promotional Period**

The Promotional Period is defined as the first consecutive 12 or 24 months immediately following the initiation of eligible new service.

1. The 12-month Promotional Period applies to the following:
  - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN.
  - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible served market falls under the 12-month promotional period.
  - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN (defined as a Frequency Increase).
  - d. All Frequency Increase incentives.
2. The 24-month Promotional Period applies to the following:
  - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.
  - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible unserved market falls under the 24-month promotional period.
  - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.

### **Frequency Increase Guidelines & Calculation**

1. The Frequency Increase must be an increase of at least fifty percent (50%) over the immediately preceding 12-month period without any corresponding reduction in capacity.
2. The calculation of a Frequency Increase is required to fall under one of the following three 12-month periods:
  - a. Calendar year
  - b. One year beginning with the start of IATA Summer Season
  - c. One year beginning with the start of IATA Winter Season

3. The previous annual frequency is calculated using all flight departures from DEN to the eligible market.
4. A sample Frequency Increase table is included below.

Previous Annual Frequency from DEN to Eligible Market	Minimum Incremental Frequency Required by Eligible Carrier from DEN
100 annual departures Jan. 1 – Dec. 31, 2023	50 annual departures Jan. 1 – Dec. 31, 2024

**Minimum Service Period and Minimum Service Level**

1. For service that qualifies for the 12-month Promotional Period, service must operate during the 12 consecutive months following service inauguration and must still be operating one year after service inauguration.
2. For service that qualifies for the 24-month Promotional Period, service must operate during the 24 consecutive months following service inauguration and must still be operating two years after service inauguration.
3. In cases where the Promotional Benefits are not based on a minimum Frequency Increase, air carrier may adjust the frequency of service during the Promotional Period; however, the air carrier shall not decrease the frequency of service to less than sixty-six percent (66%) of the initial amount of published service, the calculation of which will be averaged over the course of 12-month periods.
4. In cases where the Promotional Benefits are based on a minimum Frequency Increase, the only adjustments permitted are for irregular operations.

**Primary Air Carrier**

The Primary Air Carrier is defined as the marketing carrier for the eligible service. The City will enter into legal agreements with only the Primary Air Carrier, except in cases which the Primary Air Carrier grants permission to the City to enter into a legal agreement with the operating carrier.

**Notice of Intent**

An air carrier must notify DEN within 60 days of air carrier’s public announcement of eligible service of the intention to enter into a legal agreement for Promotional Benefits with the City. If the air carrier does not provide such notification within 60 days, the City is not obligated to enter negotiations.

**Signed Agreement Requirement**

An eligible air carrier must sign the legal agreement within 60 days of receipt from the City. If the air carrier does not sign the legal agreement within 60 days, the City reserves the right to end negotiations.



DENVER INTERNATIONAL AIRPORT 2024

# AIR CARRIER INCENTIVE PROGRAM

INTERNATIONAL DESTINATIONS						
Unserved International Destination	New Entrant Carrier			Incumbent Carrier		
	100% WEEKLY SERVICE	50% WEEKLY SERVICE	100% BI-WEEKLY SERVICE	100% WEEKLY SERVICE	50% WEEKLY SERVICE	100% BI-WEEKLY SERVICE
Africa	\$8M	\$6M	\$4M	\$6M	\$3M	\$2M
Asia & Australasia	\$7M	\$5M	\$3M	\$5M	\$2M	\$1.5M
Europe, Middle East & South America	\$6M	\$4M	\$2M	\$4M	\$1.5M	\$1M
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	\$3M	\$1.5M	\$1M	\$1M	\$450K	\$300K
Mexico Leisure Destinations	\$1M	\$750K	\$500K	\$250K	\$200K	\$150K
Served International Destination (Frequency Increase)	New Entrant Carrier			Incumbent Carrier		
Africa	Up to \$4M			Up to \$2M		
Asia & Australasia	Up to \$3M			Up to \$1M		
Europe, Middle East & South America	Up to \$2M			Up to \$450K		
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	Up to \$1M			Up to \$250K		
Mexico Leisure Destinations	Up to \$500K			Up to \$100K		

DOMESTIC DESTINATIONS				
Unserved Domestic Destination	New Entrant Carrier		Incumbent Carrier	
	100% WEEKLY SERVICE	2X/4X WEEKLY SERVICE	100% WEEKLY SERVICE	2X/4X WEEKLY SERVICE
Lower 48 U.S. States	\$1M	\$750K	\$300K	N/A
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	\$1.5M	\$1M	\$450K	\$100K
Served Domestic Destination (Frequency Increase)	New Entrant Carrier		Incumbent Carrier	
Lower 48 U.S. States	Up to \$1M		N/A	
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	Up to \$1.5M		Up to \$250K	

For served markets, new service must represent a frequency increase of at least 50%, without any corresponding reduction in capacity.



**Exhibit B**

**Denver International Airport Air Carrier Incentive Program  
Operational Incentive Tracking Template**

**Airline: United Airlines**

**Route: Rome, Italy (FCO)**

**Agreement Number: 202578899**

**Amount: \$1,500,000.00**

**Incentive Period Start Date (Service Start Date): May 1, 2025**

**Incentive Period End Date: April 30, 2027**

**Frequency Required per Agreement: 156 annual departures in Year 1 and Year 2**

Monthly Statistics							
Period	Year	Month	Number of Monthly Departures	Number of Monthly Landings	Total Monthly Landed Weight	Total Monthly Enplaned Passengers	Total Monthly Deplaned Passengers
1	2025	May					
2	2025	June					
3	2025	July					
4	2025	August					
5	2025	September					
6	2025	October					
7	2025	November					
8	2025	December					
9	2026	January					
10	2026	February					
11	2026	March					
12	2026	April					
13	2026	May					
14	2026	June					
15	2026	July					
16	2026	August					
17	2026	September					
18	2026	October					
19	2026	November					
20	2026	December					
21	2027	January					
22	2027	February					
23	2027	March					
24	2027	April					
<b>Total</b>							

*Data to be submitted monthly to AviationStatistics@flydenver.com and Alan.Waseleski@flydenver.com and Pam.Reichert@flydenver.com*