

Dane County Contract Cover Sheet

Revised 01/2023

Res 366
Significant

Dept./Division	Airport/Terminal		
Vendor Name	Greater Madison Convention & Visitors	MUNIS #	3052
Brief Contract Title/Description	d/b/a Destination Madison will staff Dane County Regional Airport to provide wayfinding, guidance and information on attractions & amenities in Dane County		
Contract Term	1/1/2023-12/31/2025; extension 12/31/2027		
Contract Amount	Not to exceed \$326,566.92 over 5 years		

Contract # Admin will assign	15061
Type of Contract	
<input checked="" 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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Ussher	Name	Ellie Westman Chin
Phone #	608-246-3388	Phone #	608-258-4944
Email	ussher.adam@msnairport.com	Email	chin@visitmadison.com
Purchasing Officer	Megan Rogan		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req # 141	Org: AIRTERM	Obj: 32776	Proj:
	Year 2023	Org:	Obj:	Proj:
		Org:	Obj:	Proj:

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.

Resolution Required if Contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	366
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL
Dept. Head / Authorized Designee
<i>Kimberly Jones</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>Mary Kasparek</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/29/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, April 3, 2023 11:43 AM
To: Hicklin, Charles
Subject: Contract #15061
Attachments: 15061.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/3/2023 12:01 PM	Approve: 4/3/2023 12:01 PM

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

Contract #15061
Department: Airport
Vendor: Destination Madison
Contract Description: Staff Airport to provide wayfinding, guidance & information on attractions & amenities in Dane County (Res 366)
Contract Term: 1/1/23 – 12/31/27
Contract Amount: \$326,566.92

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 in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 30, 2023 2:31 PM
To: Krohn, Margaret; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15061
Attachments: 15061.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		
	Rogan, Megan	Read: 3/30/2023 2:38 PM	Approve: 3/30/2023 2:38 PM
	Gault, David	Read: 3/31/2023 7:57 AM	
	Lowndes, Daniel	Read: 3/30/2023 2:58 PM	
	Stavn, Stephanie	Read: 3/30/2023 2:44 PM	
	Oby, Joe		

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Goldade, Michelle

From: Lowndes, Daniel
Sent: Friday, March 31, 2023 2:40 PM
To: Goldade, Michelle
Subject: Approve: Contract #15061

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, March 31, 2023 8:30 AM
To: Kasperek, Mary
Subject: FW: Contract #15061
Attachments: 15061.pdf

Tracking:	Recipient	Read	Response
	Kasperek, Mary	Read: 3/31/2023 8:31 AM	Approve: 3/31/2023 8:34 AM

From: Goldade, Michelle
Sent: Thursday, March 30, 2023 2:31 PM
To: Krohn, Margaret <Krohn@countyofdane.com>; Rogan, Megan <Rogan.Megan@countyofdane.com>; Gault, David <Gault@countyofdane.com>; Lowndes, Daniel <Lowndes@countyofdane.com>
Cc: Stavn, Stephanie <Stavn@countyofdane.com>; Oby, Joe <Oby.Joe@countyofdane.com>
Subject: Contract #15061

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

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2022 RES-366

AUTHORIZING AGREEMENT WITH GREATER MADISON CONVENTION AND VISITORS BUREAU, INC., DBA DESTINATION MADISON, TO PROVIDE VISITOR INFORMATION SERVICES AT THE DANE COUNTY REGIONAL AIRPORT

The Greater Madison Convention and Visitors Bureau (the "CVB") has been welcoming travelers to the Dane County Regional Airport for over twenty years, providing Airport wayfinding guidance and information on attractions, amenities, and services available in Dane County. The CVB (doing business as Destination Madison) remains uniquely positioned to provide knowledgeable and well-trained employees qualified to fulfill the special purpose requirements of staffing the Visitor's Information Center in the terminal building at the Airport. The CVB will provide services at the Airport during critical hours, including appropriately modified hours during holidays and special events. The parties have negotiated a three year agreement, which may be extended for two additional one year terms, for the provision of visitor information services at a first year not-to-exceed rate of \$62,128, with a 2.5% escalator applicable to each subsequent year of the contract.

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 Purchase of Services Agreement under which the Greater Madison Convention and Visitors Bureau, Inc., DBA Destination Madison, will provide visitor information services at the Dane County Regional Airport, as set forth above.

DANE COUNTY CONTRACT # 15061



Department: Dane County Regional Airport
Greater Madison Convention

Provider: and Visitors Bureau, Inc.
d/b/a Destination Madison

Expiration Date: December 31, 2027, if
extended

Maximum Cost: \$62,128 Contract Year 1
2.5% Annual Increase
Years 2-5

Registered Agent (if applicable): Ellie Westman Chin
22 East Mifflin Street

Registered Agent Address: Suite 200
Madison, Wisconsin 53703

THIS AGREEMENT is between the County of Dane, a Wisconsin quasi-municipal corporation (“COUNTY”), and Greater Madison Convention and Visitors Bureau, Inc. d/b/a Destination Madison, a Wisconsin corporation (“PROVIDER”) and is effective on the date it is fully executed by both parties.

RECITALS:

1. COUNTY, whose address is c/o Airport Director, 4000 International Lane, Madison, Wisconsin 53704, desires to purchase services from PROVIDER for the purpose of providing staffing and services for the Visitor’s Information Center located at the Dane County Regional Airport (“Airport”); and
2. PROVIDER, whose address is 22 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, is able and willing to provide such services;

ACCORDINGLY, COUNTY and PROVIDER agree as follows:

I. TERM:

The primary term of this Agreement begins January 1, 2023 and ends on December 31, 2025, unless sooner agreed to in writing by the parties. COUNTY may extend the term of this Agreement for two additional one-year terms, with the Agreement finally expiring December 31, 2027. PROVIDER shall complete its obligations under this Agreement no later than December 31, 2025, except as extended by COUNTY. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services over the term of this Agreement, including any extensions. If PROVIDER fails to complete its obligations under this Agreement when they become due, COUNTY may invoke the penalties set forth in this Agreement, as well as any other legal or equitable remedy.

II. SERVICES:

A. PROVIDER shall provide the services detailed in Schedule A.

- B. PROVIDER shall perform its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, and in accordance with this Agreement and all laws. In providing services under this Agreement, PROVIDER shall cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER shall secure at its own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY, nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal law.
- F. PROVIDER shall follow public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 when providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
- G. PROVIDER further acknowledges that PROVIDER assumes all of the foregoing risks and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. PROVIDER understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. Any unauthorized assignment, subcontract, or transfer is void.

IV. TERMINATION:

- A. If PROVIDER fails to fulfill any of its obligations under this Agreement in a timely manner, or if PROVIDER violates any of the covenants or stipulations of this Agreement, then COUNTY may terminate this Agreement by giving 30 days' written notice to PROVIDER.
- B. If any of the following events occurs, then COUNTY may immediately terminate this Agreement:
 - 1. PROVIDER violates any law or fails to comply with any State and Federal service standards, as expressed by statute, rule, and regulation;

2. PROVIDER fails to carry licenses or certifications as required by law;
 3. PROVIDER fails to comply with reporting requirements contained in this Agreement; or
 4. PROVIDER is unable to perform the work provided for herein.
- C. If the Dane County Board of Supervisors or the State or Federal Governments fail to appropriate sufficient funds to carry out COUNTY's obligations under this Agreement, this Agreement will automatically terminate as of the date funds are no longer available, without notice.
- D. If COUNTY terminates this Agreement as provided in this Article IV, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like to the extent PROVIDER has not already been compensated. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to pay PROVIDER for services rendered under this Agreement as set forth in this Agreement. Notwithstanding any language to the contrary, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, as further detailed in Schedule B, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER shall make reports as are required in the attached schedules. With respect to such reports, it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

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 above. A party changing its address shall notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Providers and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

PROVIDER shall not discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

COUNTY and PROVIDER expressly understand and agree that in the event of any disagreement or controversy between the parties, Wisconsin law shall control, and venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

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.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to be bound by the terms of this Agreement upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against COUNTY as the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each

party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This provision does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Ellie Chin

Ellie Westman Chin
President & CEO

January 18, 2023
Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

1. Provider shall provide trained and qualified staffing for the Visitors Information Center at the Dane County Regional Airport. Provider shall provide to the Airport's Director of Marketing and Communication or other Airport designee a monthly schedule detailing the days and hours it will staff the Visitors Information Center at least 30 days in advance of the first day of the scheduled month. This schedule is subject to the approval of Airport staff. Provider shall not provide fewer than 20 weekly hours of service. As used in this Agreement, the phrase "hours of service" refers to the number of hours the Visitors Information Center is open and staffed with at least one Provider staff. If Provider ever fails to provide at least 20 weekly hours of service, such failure shall be deemed a default of this Agreement and Provider will not be entitled to compensation for the time it is in such default.

Provider shall provide staff during holidays and other reasonably anticipated peak travel periods, including:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- Independence Day
- Sunday before Labor Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

The foregoing schedule may be modified only upon the advance approval of both parties.

2. In response to inquiries, Provider's employees shall provide accurate information regarding Dane County attractions, amenities, and services, including directions with respect to area hotels, motels, and restaurants.

3. In response to inquiries, Provider's employees shall provide accurate information and directions regarding facilities and services available at the Airport, including the availability of ground transportation services.

4. Provider's employees shall provide a hospitable welcome to convention delegates and other event participants and attendees.

5. Provider shall have available for distribution at the Visitors Information Center, during the hours set forth in paragraph 1 above, informational material and publications, including the Madison Official Visitors Guide. Provider shall obtain the Airport Director's approval of all materials distributed or displayed at the Visitors Information Center.

6. Provider shall explore options to improve the provision of services under this Agreement, including increased use of technology to enhance the customer experience.

7. Provider shall meet with Airport staff on at least an annual basis to review performance.

SCHEDULE B

Pricing Structure and Payment

1. The maximum amount that may be billed or paid for the provision of services under this Agreement, including all costs and fees (the “Maximum Cost”) is as follows:

Weekly Hours of Service: 60+		
	Maximum Annual Cost	Maximum Monthly Cost
Year 1 (Calendar Year 2023)	\$62,128	\$5,177.36
Year 2 (Calendar Year 2024)	\$63,682	\$5,306.79
Year 3 (Calendar Year 2025)	\$65,274	\$5,439.46
Year 4 (Calendar Year 2026)	\$66,905	\$5,575.45
Year 5 (Calendar Year 2027)	\$68,578	\$5,714.84

Weekly Hours of Service: 40 – 59		
	Maximum Annual Cost	Maximum Monthly Cost
Year 1 (Calendar Year 2023)	\$41,419	\$ 3,451.57
Year 2 (Calendar Year 2024)	\$42,454	\$ 3,537.86
Year 3 (Calendar Year 2025)	\$43,516	\$ 3,626.31
Year 4 (Calendar Year 2026)	\$44,604	\$ 3,716.97
Year 5 (Calendar Year 2027)	\$45,719	\$ 3,809.89

Weekly Hours of Service: 20 – 39		
	Maximum Annual Cost	Maximum Monthly Cost
Year 1 (Calendar Year 2023)	\$20,709	\$ 1,725.79
Year 2 (Calendar Year 2024)	\$21,227	\$ 1,768.93
Year 3 (Calendar Year 2025)	\$21,758	\$ 1,813.15
Year 4 (Calendar Year 2026)	\$22,302	\$ 1,858.48
Year 5 (Calendar Year 2027)	\$22,859	\$ 1,904.95

2. Within 15 days of the end of each calendar month in which services are provided under this Agreement, Provider shall invoice County for the above monthly amount that corresponds with Provider’s average weekly hours of service actually provided for that month.

3. Provider shall submit invoices to:

Dane County Regional Airport
 Attn: Accounts Payable
 4000 International Lane
 Madison, Wisconsin 53704

SCHEDULE C

Reporting Requirements

Provider shall submit reports as follows:

1. On a monthly basis, at the same time invoices are submitted under Schedule B, Provider shall provide a report confirming that it provided the hours of service during the preceding calendar month as set forth in the monthly schedule approved under Schedule A or, in the alternative, identifying any discrepancies between the hours of service scheduled and those actually provided.
2. On a quarterly basis, at the same time invoices are submitted under Schedule B, Provider shall provide an activity report for the previous quarter providing, at minimum, the following information:
 - a. Hours of operation
 - b. Average weekly hours
 - c. Peak days and times
 - d. Number and type of employees staffing the Visitors Information Center
 - e. Number of visitors assisted
 - f. Common questions/types of inquiries
 - g. Challenges/points of friction in service
3. Provider shall submit reports to:

Dane County Regional Airport
Attn: Accounts Payable
4000 International Lane
Madison, Wisconsin 53704

SCHEDULE D

Provisions Required by Federal Law

The provisions in this Schedule D are included in this Agreement as required by federal law.

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Provider 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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 Provider and subcontractors from the bid solicitation period through the completion of the contract.

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

1. **Compliance with Regulations:** The Provider (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 Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider 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.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider 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 Provider of the Provider'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 Provider 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 Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider 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 Provider'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 Provider under the contract until the Provider complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Provider 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 Provider 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 Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request County to enter into any litigation to protect the interests of County. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

C. 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. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D. 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. Provider 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.

Provider 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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Provider”) 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);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- 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).