

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Airport	CONTRACT/ADDENDUM #: 12065																											
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 01/01/2015 To: 12/31/2015																												
4. Amount of Contract or Addendum Not to exceed \$52,000																												
5. Purpose: Provides continued funding for the GMCVB to provide staffing for a visitors information counter in the airport terminal and prepare informative printed material for distribution at the Dane County Regional Airport																												
6. Vendor or Funding Source: Greater Madison Convention & Visitors Bureau																												
7. MUNIS Vendor Code:																												
8. Bid/RFP Number: 3052																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. AIRTERM32776 Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 RES-268</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	8-21-14	_____
Controller	_____	_____	8/25/14
Corporation Counsel	_____	8/27/14	8/27/14
Risk Management	_____	8/25/14	8/27/14
ADA Coordinator	_____	8/25/14	8/27/14
Purchasing Agent	_____	8/28/14	8/28/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

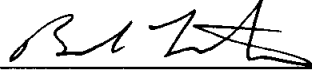
1. _____
2. _____

Return To: Name/Title: <u>Kimberly S. Jones</u> Dept.: <u>Airport</u>	Phone: <u>246-3391</u> Mail Address: <u>4000 International Lane</u>
E-mail: <u>jones.kimberly@msnairport.com</u>	<u>Madison, WI 53704</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

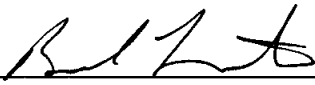
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 8-20-14 Signed: 
 Telephone Number: 246-3380 Print Name: Bradley S. Livingston

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 08/20/2014 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12065

COUNTY OF DANE Purchase of Services Agreement

Number of Pages, including schedules: 10

Agreement No. _____

Expiration Date: 12/31/2015 w/ options

Authority: Res. 268, 2014-15

Department: Dane County Regional Airport

Maximum Cost: \$52,000.00

Provider:

Greater Madison Convention & Visitors Bureau
615 East. Washington Avenue
Madison, WI 53703

THIS AGREEMENT is made and entered into by and between the County of Dane ("COUNTY") and the Greater Madison Convention & Visitors Bureau ("PROVIDER") and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Airport Director, 4000 International Lane, Madison, WI 53704-3120, desires to purchase services from PROVIDER, whose address is 615 East. Washington Avenue, Madison, WI 53703, for the purpose of providing staffing and services for the Visitor's Information Center located at the Dane County Regional Airport (the "Airport"); and

WHEREAS PROVIDER is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The initial term of this Agreement shall commence at 12:01 a.m. on January 1, 2015 and expire at 11:59 p.m. on December 31, 2015. At COUNTY's option, this Agreement may be extended for up to four one year terms in addition to the initial term, provided County gives notice of such extensions to PROVIDER not less than 30 days prior to expiration of the Agreement.
- II. SERVICES.
 - A. PROVIDER shall provide to County the services set forth in the attached Schedule A.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement in a sound, economical and efficient manner, in accordance with this Agreement, all applicable federal, state, and local laws and regulations, and directives issued by the Airport Director. In providing services under this Agreement, PROVIDER agrees to cooperate with COUNTY's various departments, agencies, employees and officers.

- C. PROVIDER shall secure at PROVIDER's 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.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall not assign or otherwise convey any interest or obligation in this Agreement without the prior written consent of COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a written notice to PROVIDER specifying a date of termination not less than thirty days after the date said notice is delivered to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. PROVIDER's violation of or failure to comply with any applicable federal, state, or local law, regulation, ordinance, rule.
 2. PROVIDER's failure to obtain and maintain applicable licenses or certifications as required by law, regulation, ordinance or rule.
 3. PROVIDER's inability to perform the work provided for herein
- C. Failure of the Dane County Board of Supervisors or, if applicable, the State or Federal Governments, to appropriate sufficient funds to carry out COUNTY's obligations hereunder shall result in automatic termination of this Agreement as of the date funds are no longer available.
- D. In the event this Agreement is terminated prior to its expiration, as provided herein, 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 for any satisfactory work completed in the preparation or provision of such documents, services, papers, data, products or the like. 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 set-off.
- V. PAYMENT. COUNTY shall make payments for services provided under this Agreement as and in the manner specified in the attached Schedule B.
- VI. REPORTS. PROVIDER shall make such reports as are required in the attached Schedule C.
- 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. It shall be the duty of a party changing its address to provide the other party with written notice of the change within a reasonable time.

VIII. INSURANCE.

- 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 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. 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, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in Wisconsin by the Wisconsin Office of the Insurance Commissioner, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 Combined Single Limits. Coverage afforded shall apply as primary. COUNTY shall be given ten days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. Thereafter, PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion in advance of cancellation, or renewal. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. Upon request by COUNTY, PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- 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. During the term of this Agreement, PROVIDER shall not discriminate against any person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, political beliefs, cultural differences, ancestry, physical

appearance, arrest record, conviction record, military participation, or membership in the national guard or state defense force or any other reserve component of the military forces of the United States. 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. 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.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and is being paid \$20,000 or more per calendar year through contracts with COUNTY, PROVIDER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan meeting the requirements 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 the Americans with Disabilities Act 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, and shall provide COUNTY with a copy of its discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by COUNTY during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If PROVIDER has less than twenty employees, but is being paid \$20,000 or more per calendar year through contracts with COUNTY, it may be required by COUNTY to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If PROVIDER submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.
- B. PROVIDER shall comply with COUNTY's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by PROVIDER that may relate to affirmative action and non-discrimination. PROVIDER shall cooperate with COUNTY in developing, implementing and monitoring corrective action in the event PROVIDER is not in compliance with COUNTY's civil rights policies and procedures.
- C. PROVIDER shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in compliance with COUNTY's policies and procedures and made available in languages and formats understandable to PROVIDER's clients, customers and employees.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

XII. LIVING WAGE.

- A. If this Agreement is a service contract as defined in section 25.015 of the Dane County Code of Ordinances, PROVIDER shall pay all of its employees providing services under this Agreement, whether full-time or part-time, no less than the living wage established pursuant to the Dane County Code of Ordinances. Upon request, PROVIDER shall

make available for inspection PROVIDER's payroll records relating to workers providing services under this Agreement.

- B. If PROVIDER'S payroll records contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments, suspend or terminate this Agreement and may suspend PROVIDER from participating in bidding on future COUNTY contracts.
- C. Prior to final payment under this Agreement, PROVIDER shall submit to COUNTY a certification stating that it has complied with the living wage requirements established under section 25.015 of the Dane County Code of Ordinances.
- D. PROVIDER shall display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors it may use in performance hereunder comply with the provisions of this section.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. If this Agreement is a service contract within the meaning of section 25.016 (2) of the Dane County code of Ordinances, PROVIDER is subject to the provisions of this section and shall provide the same economic benefits to its employees with domestic partners, as that term is used in the Dane County Code of Ordinances, as it does to employees with spouses, or the cash equivalent if any such benefit cannot reasonably be provided. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.016 of the Dane County Code of Ordinances, COUNTY may withhold payments, terminate, cancel or suspend the Agreement in whole or in part; or deny PROVIDER the right to participate in bidding on future COUNTY contracts. Final payment under this Agreement shall not be made until PROVIDER certifies to COUNTY, on a form provided by COUNTY, that it has complied with the requirements of section 25.016 of the Dane County Code of Ordinances during the term of the Agreement.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement PROVIDER shall report to COUNTY's Contract Compliance Officer any allegations filed with, or findings made by the National Labor Relations Board or Wisconsin Employment Relations Commission asserting or finding that PROVIDER has violated a statute or regulation regarding labor standards or relations. The foregoing report shall be provided COUNTY within 10 days of the filing of the allegations or, if the allegations were not filed during the term of this Agreement, within 10 days of the issuance of the findings regarding the allegations. If, after an investigation of the allegations or a review of the findings, COUNTY's Contract Compliance Officer determines that PROVIDER breached its obligations under this Agreement and recommends termination or suspension of this Agreement, COUNTY may take the recommended action after the determination becomes final under the following appeal procedures.
- B. Appeal Process. PROVIDER may appeal an adverse determination made by COUNTY's Contract Compliance Officer under this section pursuant to the procedures set forth in section 25.015(11)(c) through (e) of the Dane County Code of Ordinances.
- 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 local laws and regulations addressing retaliation or collective bargaining."

XV. MISCELLANEOUS.

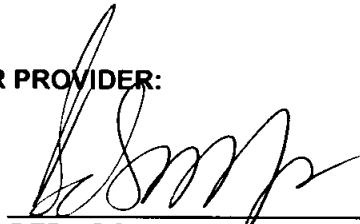
- A. Parking Permits. PROVIDER's employees shall pay for and obtain employee parking lot permits in accordance with Airport policy and COUNTY ordinance.
- B. Telephone and Internet Service. COUNTY shall at its sole expense provide telephone service and internet access to the Visitors Information Center. PROVIDER shall not allow the public to use such telephone and internet services, which shall be used only in the performance of PROVIDER's obligations under this Agreement.
- C. 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.
- D. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- E. 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.
- F. 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.
- G. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their authorized agents, have caused this Agreement to be executed on the dates indicated below.

Date Signed: 8/7/14

FOR PROVIDER:



DEB ARCHER, President
Greater Madison Convention & Visitors Bureau

FOR COUNTY:

Date Signed: _____

JOE PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

Schedule A
Agreement No. ____

Provider shall provide the following services to County:

1. Provider shall provide trained and qualified staffing for the Visitors Information Center such that one person is in attendance at the Visitors Information Center at the following times:

Monday – Friday	Noon – 11:00 pm
Saturday	2:00 pm – 7:00 pm
Sunday	1:00 pm – 11:00 pm

Notwithstanding the foregoing, the Visitors Information Center shall be staffed by one trained staff member on the following days during the hours indicated:

New Year's Day	Noon – 8:00 pm
Memorial Day	Noon – 8:00 pm
Independence Day	Noon – 8:00 pm
Labor Day and Sunday before Labor Day	Noon – 8:00 pm
Thanksgiving Day	Noon – 8:00 pm
Christmas Day	Noon – 8:00 pm

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

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 incorporate updates and modifications in the provision of services under the Agreement, including increased use of technology, to enhance the customer experience. At least annual meetings with airport staff will be held to review options.

Schedule B
Agreement No. ____

Payments and billings under this Agreement and the procedure therefor shall be as follows:

1. The maximum amount billed or paid for the provision of services under the Agreement, including all associated costs and fees (the "maximum contract cost"), during the first year of its term shall be \$52,000.00.
2. In the event County exercises its right to extend the Agreement pursuant to section I thereof, a 2% escalator shall apply to the maximum contract cost for each of the four additional contract years. This results in the following maximum contract costs:

Year 2	\$53,040
Year 3	\$54,100
Year 4	\$55,183
Year 5	\$56,286

3. Within 15 days of the end of each calendar month in which services are provided under this Agreement, Provider shall invoice County for one-twelfth of the maximum contract cost applicable to the contract year during which the services were provided.
3. Invoices submitted under this Agreement shall be sent to:

Kimberly S. Jones
Deputy Airport Director - Finance and Administration
Dane County Regional Airport
4000 International Lane
Madison, WI 53704-3120

Schedule C
Agreement No. ____

Reports required under this Agreement shall be as follows:

1. At the time invoices are submitted as set forth in Schedule B above, Provider shall provide a report confirming that hours of operation for the preceding calendar month were as set forth in Schedule A or, in the alternative, setting forth any exceptions or discrepancies between actual hours worked and the hours required under schedule A.
2. Reports provided under the Agreement shall be sent to:

Kimberly S. Jones
Deputy Airport Director - Finance and Administration
Dane County Regional Airport
4000 International Lane
Madison, WI 53704-3120