

Res 350
significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Airport	Contract/Addendum #: 12910																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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: January 1, 2017 to December 31, 2017																					
4. Amount of Contract or Addendum: Not to exceed \$300,000																					
5. Purpose: To provide marketing and advertising services for the Dane County Regional Airport																					
6. Vendor or Funding Source: Affirm Agency LLC (f/k/a Staples Marketing, LLC)																					
7. MUNIS Vendor Code: 7363																					
8. Bid/RFP Number: 116070																					
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>AIRADMIN 31493</u> Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year # <u>201748</u>																					
13. 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>2016 RES-350</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: 																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>ANG</u>	Received	<u>11-11-16</u>		Affirm Agency LLC	
<u>CA</u>	Controller		<u>11/14/16</u>	Contact Person	
<u>HA</u>	Corporation Counsel	<u>11-15-16</u>	<u>11-15-16</u>	Daniel Mager	
<u>RM</u>	Risk Management	<u>11-14-16</u>	<u>11-14-16</u>	Phone No.	
<u>PCP</u>	Purchasing	<u>11/15/16</u>	<u>11/15/16</u>	800-827-1890 (262) 650-1890	
	County Executive			E-mail Address	
				dmager@affirmagency.com	

Footnotes:

- 1.
- 2.

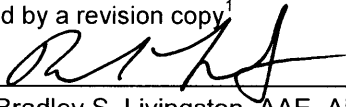
Return to:	Name/Title: Kimberly S. Jones - Dep. Director, Finance & Administration Phone: (608) 246-3391 E-mail Address: jones.kimberly@msnairport.com	Dept.: Airport - Finance and Administration Mail Address: 4000 International Lane Madison, WI 53704
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Certification

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 and which has not been changed since that review/development
- is a non-standard contract previously review 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: 11-10-12

Signed: 

Telephone Number (608) 246-3390

Print Name: Bradley S. Livingston, AAE Airport Director

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).

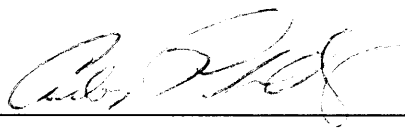
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 11-10-12

Signature: 

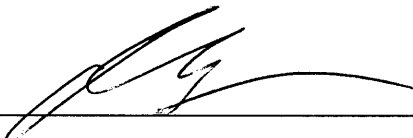
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 11/14/16

Signature: 

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

Date: 11-13-16

Signature: 

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

COUNTY OF DANE
Purchase of Services Agreement
Affirm Agency LLC

Number of Pages, Including Exhibits: 12
Agreement No. 12910
Expiration Date: December 31, 2017
Department: Airport
Maximum Cost: \$300,000
Registered Agent's Name and Address:

Daniel Mager
N28 W23050 Roundy Drive, Suite 100
Pewaukee, Wisconsin 53072

THIS AGREEMENT is made and entered into by and between the County of Dane (hereinafter, "COUNTY") and Affirm Agency LLC (hereinafter, "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 Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, desires to enter an agreement with PROVIDER for the provision of marketing and advertising services for the Dane County Regional Airport (hereinafter, the "Airport"); and

WHEREAS PROVIDER, whose address is N28 W23050 Roundy Drive, Pewaukee, Wisconsin 53072, 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, COUNTY and PROVIDER do agree as follows:

- I. TERM. The initial term of this Agreement shall commence as of January 1, 2017 and expire at midnight on December 31, 2017. COUNTY shall have the right to extend the term of this agreement for up to four additional one year terms.
- II. SERVICES.
 - A. During the term of this Agreement PROVIDER shall provide, as requested and specified by COUNTY from time to time, marketing and advertising services within the scope of those set forth in the attached Exhibit A, said Exhibit A being fully incorporated into this Agreement. Prior to the commencement of a project as specified by COUNTY, PROVIDER shall provide a written estimate of the cost of the requested services and obtain COUNTY'S approval thereof. All materials, services and products provided under authority of this Agreement shall become the property of COUNTY and the use thereof shall be entirely at COUNTY'S discretion.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
 - C. PROVIDER agrees to 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 neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY. Any sale or other transfer, including transfer by consolidation, merger or reorganization, of 25 percent or more of the voting stock or membership interests of PROVIDER in a single transaction or in multiple related transactions, if PROVIDER is a corporation or limited liability company, or any sale or other transfer of 25 percent or more of the partnership interest in PROVIDER in a single transaction or in multiple related transactions, if PROVIDER is a partnership, shall be deemed to be an assignment for purposes of this Agreement.
- IV. TERMINATION.
- A. Failure or inability 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 ten (10) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination of this Agreement:
1. PROVIDER's failure, in performance under this Agreement, to comply with any applicable federal, state or local law, regulation or rule, including written directives issued by the Director of the Airport;
 2. PROVIDER's failure to acquire and maintain permits, licenses or certifications required for performance hereunder.
- C. Failure of the Dane County Board of Supervisors 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 COUNTY terminates this Agreement 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 on 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 agrees to make payments for performance under this Agreement based on the rates specified in the schedule of rates and charges attached hereto as Exhibit B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall not be required to pay more than the sum of \$300,000, for all materials and products provided and services rendered by PROVIDER under the initial one year term of this Agreement or under any one year extension of the term of this Agreement, as authorized under Section 1 above.
- VI. REPORTS. PROVIDER provide reports and documentation as requested by COUNTY.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required under this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage affixed, addressed to a party at the address set forth above. It shall be the duty of a party changing its address to notify the other party in writing of such change.

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'S acts or omissions in performing under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liability, loss, damages, costs or expenses caused by or resulting from the acts or omissions of COUNTY, its officers, employees, agencies, boards, commissions and 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, employees, agencies, boards, commissions 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 and, if the services provided hereunder are professional services, professional malpractice or errors and omissions policies, issued by a company or companies licensed by the Office of the Insurance Commissioner for the State of Wisconsin, with liability coverage provided for therein in the amounts of at least \$1,000,000 combined single limits. Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal of any coverage required hereunder. 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. If PROVIDER'S insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Agreement, the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date, and PROVIDER shall maintain coverage for the duration of this Agreement and for one year following the termination or expiration hereof. PROVIDER shall annually furnish COUNTY certificates of insurance as evidence of continued coverage as required hereunder. PROVIDER shall furnish COUNTY with a 30-day notice of aggregate erosion, cancellation, or renewal. It is also agreed that on claims-made policies either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by PROVIDER. 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. PROVIDER shall furnish evidence of adequate worker's compensation insurance.
- C. In the event any work under this Agreement is performed under subcontract, PROVIDER shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER
- 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, cultural differences, political beliefs, 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. The foregoing non-discrimination covenant shall include, but not be limited to,

situations involving 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 receives \$20,000 annually under contract with COUNTY, PROVIDER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan 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 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 provide COUNTY with a copy of PROVIDER'S discrimination complaint form at the time it submits its CRC Plan. The CRC and AA Plans must be submitted within ten (10) days of 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 a required plan has been approved by COUNTY during the year prior to the effective date of this Agreement, a plan update will fulfill the requirements hereunder. Plans submitted hereunder may cover two-year periods. If PROVIDER has less than twenty employees, but receives more than \$20,000 annually under contract with COUNTY, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other CRC monitoring efforts. If PROVIDER has submitted a CRC or AA Plan to an agency of the State of Wisconsin, a verification of acceptance of such CRC or AA Plan by the State shall satisfy the requirements of this paragraph.
- B. PROVIDER shall comply with COUNTY's civil rights compliance policies and procedures. PROVIDER shall cooperate and assist with civil rights monitoring reviews performed by COUNTY, including the examination of records and relevant files maintained by PROVIDER. PROVIDER shall furnish all information and reports required by 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 its Equal Opportunity Policy, the name of PROVIDER'S designated Equal Opportunity Coordinator and its discrimination complaint process in conspicuous places available to its employees, applicants for and the recipients of PROVIDER'S services and to applicants for employment with PROVIDER. The complaint process shall comply with COUNTY's policies and procedures and be made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary of all complaints alleging discrimination on the part of PROVIDER related to performance hereunder. The summary shall include names of the persons involved, nature of each complaint, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide to the Dane County Contract Compliance officer copies of all announcements of new employment opportunities when it issues such announcements .
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

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 this 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. PROVISIONS REQUIRED BY FEDERAL LAW. The provisions in this Section XV are included in this Agreement as required by federal law.

- A. General Civil Rights Provisions. PROVIDER shall comply with pertinent statutes, executive orders and such rules as are promulgated 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 PROVIDER and any sub-tier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, PROVIDER, its assignees, and successors in interest (in this Section 9, hereinafter collectively referred to as PROVIDER) agrees as follows:
1. Compliance with Regulations: PROVIDER will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, attached hereto as Exhibit C and fully incorporated herein, as they may be amended from time to time.
 2. Non-discrimination: PROVIDER, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. PROVIDER will not participate directly or indirectly in discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in attached Exhibit C, including employment practices when the Agreement 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 PROVIDER for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by PROVIDER of the obligations of PROVIDER and its subcontractors under this Agreement and the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C.
 4. Information and Reports: PROVIDER will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C, including all regulations, instructions and directives adopted or 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 regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of PROVIDER is in the exclusive possession of another who fails or refuses to furnish the information, 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 PROVIDER fails to comply with the non-discrimination provisions of this Agreement, 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 PROVIDER under the Agreement until PROVIDER complies; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
 6. Incorporation of These Provisions: PROVIDER will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials

and leases of equipment, unless exempt under the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C and the regulations, instructions and directives adopted or issued pursuant thereto. PROVIDER will take action with respect to any subcontract, lease 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 PROVIDER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, PROVIDER may request COUNTY to enter into any litigation to protect the interests of COUNTY. In addition, 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 does, 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 does, 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.

XVI. MISCELLANEOUS.

- A. 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 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.
- B. Controlling Law and Venue. 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.
- C. 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.
- D. 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 Agreement shall not be amended in any fashion except in writing, executed by both parties.

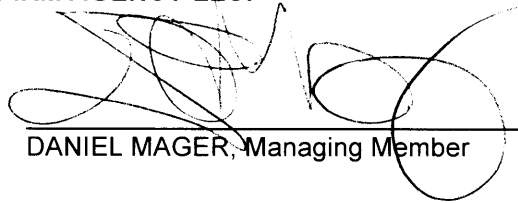
E. Counterparts and Copies. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

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

FOR AFFIRM AGENCY LLC:

Date Signed: _____

10/27/15



DANIEL MAGER, Managing Member

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

SCOPE OF WORK

Purchase of Services Agreement for Airport Marketing and Advertising Dane County and Affirm Agency LLC

1. PROVIDER shall provide the following services as requested and specified by the Director of the Dane County Regional Airport:
 - a. Marketing, advertising, and brand management and development
 - b. Creative element design and production
 - c. Media planning and buying, and securing added value exposure
 - d. Market research and evaluation
 - e. Social media development and management
 - f. Video and audio production and management
 - g. Crisis communication coordination and consulting
 - h. Air service development marketing

2. All advertising concepts, products and materials produced under this Purchase of Services Agreement shall be approved by the Airport Marketing and Communications Director, prior to issuance or release to the public and shall become the property of COUNTY for use at its sole discretion.

EXHIBIT A

1 of 1

COST / FINANCIAL PROPOSAL

NAME OF FIRM: Staples Marketing d/b/a AFFIRM

Provide the Hourly Rate for personnel in the Job Functions who may be assigned to this project, such as Principal, Account Executive/Project Manager, Clerical/Admin Support, Creative Director, Art Director, Copy Writer, Layout & Graphic Design, Photographer, Media Buyer (method of compensation), Research staff, Social Media Coordinator/Contributor, Video/Audio Editor

ITEM DESCRIPTION	COST
<u>Job Function</u>	<u>Rate/hour</u>
Principal / Account Supervisor	\$ 100
Account Executive / Project Manager	\$ 85
Creative Director	\$ 100
Art Director	\$ 95
Digital Design / Programming	\$ 100
Media Buying – Commissionable	\$ No charge
Media Buying – Non-commissionable	\$ 95
Social Media	\$ 85
Graphic Design	\$ 90
Research	\$ 100
Copywriting	\$ 90
Ad Production	\$ 90
Clerical / Admin. Support	\$ 75

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

Purchase of Services Agreement for Airport Marketing and Advertising
Dane County and Affirm Agency LLC

During the performance of this Agreement, PROVIDER, its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- 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;
- 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;
- 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 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 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 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 (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 Department of Transportation regulations at 49 CFR parts 37 and 38);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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); and
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)).

EXHIBIT C

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- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance (establishing that national origin discrimination includes discrimination because of limited English proficiency). To ensure compliance with Title VI, reasonable steps must be taken to ensure that persons with limited English proficiency have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100);

EXHIBIT C

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