

Res. 518  
significant

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department Administration / <i>Facilities Mgmt</i>	Contract/Addendum #: <u>12740</u>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input 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 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"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 1/1/16 – 12/30/2026																					
4. Amount of Contract or Addendum: avg \$690,000 per year																					
5. Purpose: To provide steam energy to Dane County for heating and other uses for CCB, PSB and the Courthouse																					
6. Vendor or Funding Source: State of Wisconsin DOA																					
7. MUNIS Vendor Code: 3839																					
8. Bid/RFP Number:																					
9. Requisition Number: N/A																					
10. 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																					
11. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
14. 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>Res 518</u>																					
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
16. Director's Approval: <i>[Signature]</i>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>Mg</i> Received	_____	<u>3-17-16</u>	_____	State of Wisconsin DOA	Contact Person
<i>CU</i> Controller	_____	_____	<u>3/21/16</u>		Phone No.
<i>Kg</i> Corporation Counsel	_____	<u>3-22-16</u>	<u>3/22/16</u>		E-mail Address
<i>Kg</i> Risk Management	_____	<u>3/22/16</u>	<u>3/22/16</u>		
<i>CU</i> Purchasing	_____	_____	<u>3/21/16</u>		
_____ County Executive	_____	_____	_____		

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Michelle Goldade Phone: 266-4941 E-mail Address: Goldade@countyofdane.com	Dept.: Administration Mail Address: Room 425 CCB
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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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 3/17/16

Signed: 

Telephone Number 266-4519 Print Name: Carlos Pabellón

**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: \_\_\_\_\_

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: 3/22/16

Signature: 

<sup>1</sup> 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).

**STEAM SALES AGREEMENT**  
**City County Building**  
**Public Safety Building**  
**County Courthouse**

THIS AGREEMENT between the State of Wisconsin Department of Administration (hereinafter called "DOA" and Dane County (hereinafter, "COUNTY") shall become effective on January 1, 2016 following the execution by both parties.

WITNESSETH:

WHEREAS, COUNTY, owning and operating the City/County Building, the Dane County Public Safety Building and the County Courthouse plan to purchase steam energy for heating and other uses from DOA.

WHEREAS, DOA currently owns, operates and maintains the Capitol Heat and Power Plant hereinafter called "CHPP" and operates a district steam and condensate distribution system.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements hereinafter set forth, COUNTY and DOA agree as follows:

**SECTION A – DEFINITIONS, COVENANTS AND PRICES**

**A.1 Definitions**

"Maintenance" - Work done to ensure that the facility remains at, or is restored to, its most recently designed operating capability. Maintenance includes routine inspections and testing, repairs, replacements, rebuilds, restoration, and general upkeep of the facility.

"Operation" - The act of performing, switching, or other activities to maintain or establish a safe and reliable electric system.

"Force Majeure" - Acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; landslides; earthquakes; fires; floods; arrests and restraints of government, either federal or state, civil or military, and of people; explosions; temporary or permanent closure or sale of the facility; or failure or breakdown of transmission or other facilities, and any other cause(s) beyond the reasonable control of the party claiming the Force Majeure event and which could not have been avoided by the exercise of reasonable diligence by such party, provided, however, that the same Force Majeure event shall, so far as possible, be remedied with all reasonable dispatch.

**A.2 COVENANTS**

COUNTY shall operate and maintain all underground steam and condensate piping systems in COUNTY's walk through tunnel from the branch connection in DOA's steam and condensate piping located in DOA's walk through steam tunnel beneath Martin Luther King Blvd.

DOA shall furnish, install, operate and maintain all steam and condensate metering and energy reporting systems in the basement of the City/County Building. COUNTY shall grant DOA access to the underground steam and condensate metering system for operations and maintenance of the steam and condensate metering systems.

DOA shall calibrate the steam and condensate meters annually and provide calibration information to COUNTY. Charges for the operations, maintenance and calibration shall be included in the cost of steam

energy. The steam and condensate metering and energy reporting system furnished by DOA will be able to maintain an accuracy of +/- 2 percent.

### A.3 STEAM PRICE DETERMINATION

COUNTY's cost of steam shall be COUNTY's proportionate share of the sum of the fixed and variable cost components of the expenses necessary to provide steam service to the City/County Building and Dane County Public Safety Building.

FIXED COSTS: DOA's Fixed Costs (DFC) will be based on the sum of the following items (1) through (4):

1. Direct Labor expenses including all fringes incurred by DOA to operate steam production and distribution facilities.
2. The cost of supplies, services and miscellaneous maintenance required to produce and deliver steam. Included are items purchased on an annual basis, such as, monitoring and testing of plant components and processes, payments for permits, payments for municipal services, water treatment chemicals, etc.
3. Amortization of capital projects computed with a 20-year period at 5.5% compound interest.
4. Administrative overhead costs based upon 10 percent of items 1 and 2 above.

COUNTY's payment for fixed costs will be based on the ratio of annual energy consumption as metered at the City/County Building times a plant and line loss factor of 1.15 to the total steam energy produced at CHPP.

Total Annual Fixed Cost (TAFC) = DOA's Fixed Cost (DFC) (total of items 1-4 above), times the annual Metered Energy Consumption (MEC) times a plant and line loss factor of 1.15 divided by the Total Steam Energy Produced (TEP) at the CHPP.

$$TAFC = ((DFC \times MEC \times 1.15) / TEP)$$

The monthly billing will be 1/12 of the total annual fixed cost.

The fixed cost items will be adjusted annually on the anniversary of this Agreement based on DOA's previous fiscal year.

MONTHLY VARIABLE COSTS (MVC): The MVC of steam energy to COUNTY will be DOA's actual monthly cost of fuel and electricity (COF&E) in dollars divided by the Total Steam Energy Produced (TEP) measured in Millions of British Thermal Units (MMBtu) at the CHPP, times metered energy consumption (MEC) in MMBtu's times a plant and line loss factor of 1.15. There will be a charge of \$0.01 per gallon for non-returned condensate (CFNRC).

The formula used is as follows:

$$MVC = ((COF\&E \times MEC \times 1.15) / TEP) + (0.01 \times CFNRC)$$

The cost of non-returned condensate will be adjusted annually on the anniversary of this Agreement.

UNMETERED LEAKS: In the event of an unmetered steam or condensate leak that occurs beyond the point of delivery, COUNTY shall use due diligence to repair the leak(s). DOA shall bill COUNTY for the steam and condensate lost.

### SECTION B - SERVICES AND POINT OF DELIVERY

## B.1 SERVICE SPECIFICATIONS

DOA shall furnish to COUNTY and COUNTY shall acquire all the steam energy, which COUNTY may require during the term of this Agreement for the operation of the City/County Building and Dane County Public Safety Building.

DOA will provide steam to the delivery point and COUNTY will return the condensate to the delivery point less operational leakage, if any.

DOA shall operate and maintain its steam production system in compliance with all laws, rules, permits, and regulations promulgated by authorities having jurisdiction.

COUNTY shall return condensate to DOA with the following criteria:

- Hardness - less than 1 PPM
- Total Dissolved Solids - less than 30 micromohs
- pH - greater than 8.0

If the condensate does not meet these criteria, it shall not be returned to DOA's CHPP. COUNTY will take required actions to return condensate meeting these criteria.

DOA shall provide steam to the point of delivery between 2 PSIG and 15 PSIG with temperatures up to or less than 300 degrees Fahrenheit.

DOA is using oxygen scavengers and pH adjusting neutralizing amines condensate return line treatment chemicals. All chemicals shall meet FDA requirements and will be acceptable for direct contact with food, and for direct humidification of air. DOA shall provide COUNTY with Material Safety Data Sheets (MSDS) for the chemicals used.

## B.2 POINT OF DELIVERY

The point of delivery of steam and condensate shall be at the branch pipe fitting located in Martin Luther King Blvd, where COUNTY's steam and condensate piping joins DOA's steam and condensate piping located in the walkthrough tunnel under Martin Luther King Jr. Blvd. These points establish the point of responsibility for operation and maintenance of the piping system. DOA is responsible for operations and maintenance of the steam and condensate piping system from the point of delivery back to the CHPP. COUNTY is responsible for the piping from the point of delivery to COUNTY's building.

## **SECTION C – DURATION OF AGREEMENT**

### **C.1 SCOPE AND DURATION OF AGREEMENT**

For the period January 1, 2016 through December 30, 2026, a period of 10 years, DOA agrees to furnish and COUNTY agrees to purchase steam and return condensate in accordance as set forth in this Agreement.

It is expressly understood that neither DOA nor the COUNTY is under any obligation to continue any service under the terms and conditions of this Agreement beyond the expiration date. However, it is the intent of the parties hereto that the service herein provided will be covered by successor Agreements.

DOA and the COUNTY shall have the right to terminate this Agreement at any time, subject to the notice requirements below.

If at any time DOA elects to terminate this Agreement, it shall make payment to the COUNTY for the COUNTY's reasonable costs of disconnecting from the existing steam and condensate distribution system.

If at any time the COUNTY elects to terminate this Agreement, it shall be solely responsible for its costs of disconnecting from the existing steam and condensate distribution system, any costs associated with establishing an alternative system for the City/County Building, the Dane County Public Safety Building and the County Courthouse, and shall make payment to DOA for DOA's reasonable costs of disconnecting the COUNTY from the existing steam and condensate distribution system.

The COUNTY and DOA shall provide at least a two year advance written notice to terminate the Agreement. Notwithstanding the preceding sentence, in the event that the County sells the City/County Building, the Dane County Public Safety Building and the County Courthouse, DOA shall waive the two-year advance written notice requirement and the Agreement shall terminate upon closing of the purchase and sale of the City/County Building, the Dane County Public Safety Building and the County Courthouse, if the County provides DOA written notice of termination within ten (10) business days of acceptance of the offer to purchase and such notice specifies the date of closing.

DOA shall provide the County with one complete set of rates, terms, and conditions of service, which are in effect as of the date of this Agreement and any subsequently approved rates.

DOA shall be paid at the applicable rate(s) described herein and the County shall be liable for the monthly fixed cost specified in this Agreement commencing with and continuing for the term of this Agreement. Any monthly fixed cost specified in this Agreement shall be equitably prorated for the periods in which commencement and termination of this Agreement become effective.

## **SECTION D – AGREEMENT ADMINISTRATION**

### **D.1 DESIGNATION OF AGREEMENT REPRESENTATIVES – Please update**

COUNTY has designated the Dane County Director of Public Works as its Agreement Representative hereinafter called the "AR".

For matters dealing with COUNTY:

Mr. Greg Brockmeyer	PHONE:	608-266-9019
Director of Facilities & Services	FAX:	608-266-9104
Dane County Dept of Administration	AFTER HOURS:	608-628-6832
210 Martin Luther King, Jr Blvd., Room GA-8		
Madison, WI 53703		

The AR is responsible for administering the performance of work under this Agreement. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this Agreement be effective or binding upon COUNTY unless formalized by proper Agreement documents executed by the Dane County Executive prior to completion of the Agreement.

The AR should be informed as soon as possible of any actions or inaction's by DOA or COUNTY which will change the required delivery or completion times stated in the Agreement, and the Agreement will be modified accordingly.

On all matters that pertain to the Agreement terms DOA must communicate with the AR. Whenever, in the opinion of DOA, the AR requests effort outside the scope of the Agreement, DOA should so advise the AR in writing.

The following items are reserved for the Dane County Executive:

- Take action to terminate the Agreement for default or COUNTY's convenience
- Grant extensions of Agreement time

The following actions are reserved for the AR:

- Approve Change Orders and Amendments
- Approve or negotiate annual rate changes

The following actions are reserved for the Facilities Manager:

- Make billing adjustments due to metering

#### D.2 BILLING INSTRUCTIONS TO DOA – Please update

Invoices for steam energy utility service for COUNTY shall be rendered to:

Mr. Greg Brockmeyer	PHONE:	608-266-9019
Director of Facilities & Services	FAX:	608-266-9104
Dane County Dept of Administration	AFTER HOURS:	608-628-6832
210 Martin Luther King, Jr Blvd., Room GA-8		
Madison, WI 53703		

The invoices shall contain such data as may be required to substantiate the billing, including statements of the meter readings at the end of the period, consumption during the billing period, installation, and such other reasonable and available data as may be requested by COUNTY.

Payment hereunder shall not be made in advance of services rendered.

Each payment made to DOA shall include DOA's invoice, which shall contain all of DOA's account numbers and dollar amounts assigned to each account for the specific payment.

#### D.3 DOA'S REPRESENTATIVES

Billing Contact:

Mary Deering	PHONE:	261-2293
Bureau of Building Management	FAX:	267-2710
Division of Facilities Management	e-mail:	<a href="mailto:mary.deering@wisconsin.gov">mary.deering@wisconsin.gov</a>

Technical Contact:

Mary Deering  
Bureau of Building Management  
Division of Facilities Management

PHONE: 261-2293  
FAX: 267-2710  
e-mail: [mary.deering@wisconsin.gov](mailto:mary.deering@wisconsin.gov)

After Hours Contact:

Shift Supervisor  
Capitol Heat and Power Plant

PHONE: 266-3550

## **SECTION E – SPECIAL AGREEMENT REQUIREMENTS**

### **E.1 DOA'S FACILITIES**

DOA, at its expense, unless otherwise provided for in this Agreement, shall furnish, install, operate, and maintain all facilities required to produce and deliver steam energy and accept condensate returned to the delivery point, and measure such service at DOA's meters. Title to all such facilities shall remain with DOA and DOA shall be responsible for loss or damage to such facilities, except that COUNTY shall be responsible to the extent that loss or damage has been caused by COUNTY's negligent acts or omissions.

Notwithstanding any terms expressed in this clause, DOA shall obtain approval from the AR prior to any equipment installation, construction, or removal from COUNTY buildings. COUNTY hereby grants to DOA, free of any rental or similar charge, but subject to the limitations specified in this Agreement, a permit or license to enter the City/County Building for any proper purpose under this Agreement. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the metering system of DOA required to be located upon COUNTY's premises.

It is expressly understood COUNTY may limit or restrict the right of access herein granted in any manner considered necessary for public safety.

### **E.2 SERVICE PROVISIONS**

Measurement of service. All service furnished by DOA shall be measured by suitable metering equipment of standard manufacture, installed, maintained, repaired, calibrated, and read by DOA. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter, which registers not more than 2 percent slow or fast, shall be deemed correct.

DOA shall read all meters at periodic intervals of approximately 30 days.

Meter test. DOA shall periodically inspect and test meters at intervals not exceeding 1 (one) year. COUNTY has the right to have representation during the inspection and test.

At the written request of the AR, DOA shall make additional tests of any or all such meters in the presence of COUNTY representatives. The cost of such additional tests shall be borne by COUNTY if the percentage of errors is found to be not more than 2 percent slow or fast.

No meter shall be placed in service or allowed to remain in service, which has an error in registration in excess of 2 percent under normal operating conditions.



Change in volume or character. Reasonable notice shall be given by the AR to DOA regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

Continuity of service and consumption. DOA shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of Agreement or otherwise, to COUNTY for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any Force Majeure event or maintenance outage. DOA may use its discretion to interrupt service for annual maintenance.

In the event of a Force Majeure where DOA cannot provide steam to COUNTY, DOA shall take necessary actions to provide steam as soon as possible. DOA shall not be liable for any costs for COUNTY to obtain temporary steam or liable for any property or personal damages due to the interruption of steam during a Force Majeure event or maintenance outages.

In the event DOA cannot provide adequate steam pressure and steam consumption must be curtailed, COUNTY buildings shall not be discriminated against.

### E.3 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE

This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

Either party may request a change in rates or terms and conditions of service, unless otherwise provided in this Agreement. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

The effective date of any change shall be agreed to by the parties. The Agreementor agrees that throughout the life of this Agreement the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this Agreement by the issuance of a Agreement modification.

### SECTION F – AGREEMENT CLAUSES

F.1. WISCONSIN STATUTE SECTION 16.765: In connection with the performance of work under this agreement, COUNTY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, and developmental disability, as defined in s. 51.01(5), Wis. Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, COUNTY further agrees to take affirmative action to ensure equal opportunities. COUNTY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the University setting forth the provisions of the nondiscrimination clause.

F.2. Hold Harmless: DOA agrees to hold harmless COUNTY, its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon and grows out of acts or omissions of any of the officers, employees or agents of DOA while acting within the scope of their employment where protection is afforded by sections 893.82 and 895.46(1), Wis. Stats.

Similarly, COUNTY agrees to hold harmless DOA, its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon and grows out of acts or omissions of any of the officers, employees or agents of COUNTY while acting within the scope of their employment.

F.3 Binding on Heirs, Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

F.4. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes all prior communications, representations, or agreements, whether oral or written. This Agreement may not be modified or amended except by agreement of both parties in writing.

F.5. Affirmative Action Plan: All Agreements of Fifty Thousand Dollars (\$50,000) or more require the submission of a written affirmative action plan. Agreementors with an annual workforce of less than fifty employees are excluded from this requirement.

Within fifteen (15) days after the award of the Agreement, this written affirmative action plan shall be submitted to the Department of Administration, Attn.: Carol Gilmore, 101 East Wilson Street, 9th Floor, P.O. Box 7869, Madison, Wisconsin 53707-7869. Agreementors are encouraged to contact this office for technical assistance on equal opportunity.

DOA will treat failure to submit an Affirmative Action Plan when required as a per se breach of Agreement.

F.6. Continuance of Agreement: Continuance of the Agreement beyond the limits of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this Agreement by lack of appropriations shall be without penalty.

**SECTION H: APPROVALS**

IN WITNESS WHEREOF, this agreement is executed as of the first day set forth above.

Dane County

State of Wisconsin  
Department of Administration

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

\_\_\_\_\_  
Scott Neitzel  
Secretary

\_\_\_\_\_  
Date