

# Dane County Contract Cover Sheet

*RES 204  
significant*

<b>Dept./Division</b>	AIRPORT/ADMIN
<b>Vendor Name</b>	LANDRUM AND BROWN, INC.
<b>Vendor MUNIS #</b>	4383
<b>Brief Contract Title/Description</b>	To provide on-call consulting services related the the management and operation of the Airport.
<b>Contract Term</b>	10/1/2018-9/30/2023
<b>Total Contract Amount</b>	\$ 80,000. initial year, per budget thereafter.

<b>Contract #</b> <small>Admin will assign</small>	13476
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$10,000 or under – Best Judgment</b> (1 quote required)		
	<input type="checkbox"/> <b>Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)		
	<input checked="" type="checkbox"/> <b>Over \$36,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	<b>RFB/RFP #</b>	118035
	<input type="checkbox"/> <b>Bid Waiver – \$36,000 or under</b> (\$25,000 or under Public Works)		
	<input type="checkbox"/> <b>Bid Waiver – Over \$36,000</b> (N/A to Public Works)		
	<input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>		

MUNIS Req.	Org Code	AIRADMIN	Obj Code	30326	Amount	\$ 80,000.
<b>Req #</b>	2119	Org Code	Obj Code		Amount	\$
<b>Year</b>	2018	Org Code	Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				<b>Res #</b>	204
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				<b>Year</b>	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	9/11/18		
<i>CU</i>	Controller		9/12/18	
<i>Coc</i>	Purchasing	9/18/18	9/18/18	
<i>CK</i>	Corporation Counsel	9/12/18	9/13/18	
<i>A</i>	Risk Management	9/12/18	9/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Kimberly Jones, Acting Airport Director	<b>Name</b>	Jeffy Schulthess, Vice-President
<b>Phone #</b>	(608) 246-3391	<b>Phone #</b>	
<b>Email</b>	jones.kimberly@msnaiport.com	<b>Email</b>	
<b>Address</b>	4000 International Lane Madison, WI 53704	<b>Address</b>	Landrum & Brown, Inc. 11279 Cornell Park Drive Blue Ash, Ohio 45242

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b> Airport Counsel
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	<i>Kimberly Jones</i>	9-10-2018
	<b>Printed Name</b>	
	Kimberly S. Jones, Acting Airport Director	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<i>[Signature]</i>	9/27/18
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<i>[Signature]</i>	9/13/18
	<b>Comments</b>	

**COUNTY OF DANE**  
**Purchase of Services Agreement**  
Landrum and Brown, Incorporated

Number of Pages, Including Exhibits: 12  
Agreement No. 13476  
Expiration Date: September 30, 2023  
Department: Airport  
Maximum Cost: \$80,000 initial year  
Registered Agent's Name and Address:

Dan Benzon, Executive Vice President  
Landrum & Brown, Incorporated  
11279 Cornell Park Drive  
Blue Ash, Ohio 45242

**THIS PURCHASE OF SERVICES AGREEMENT** (the "Agreement") is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation ("County"), and Landrum and Brown, Incorporated, a company organized under the laws of the State of Ohio ("Provider"), and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

**WITNESSETH:**

**WHEREAS COUNTY** desires to enter into an agreement pursuant to which Provider will furnish airport business consulting services for the Dane County Regional Airport (the "Airport"); and

**WHEREAS PROVIDER**, is able and willing to provide such services;

**NOW, THEREFORE**, County and Provider do agree as follows.

- I. TERM. The term of this Agreement shall be for five years, commencing as of October 1, 2018 and expiring at midnight on September 30, 2023.
- II. SERVICES.
  - A. During the term of this Agreement Provider shall furnish to the Airport, as requested and specified by the Airport Director from time to time, strategic airport business consulting services related to the management and operation of the Airport. The subject matter of the on-call consulting services provided hereunder shall include, but not be limited to, air service development, rates and charges analysis, non-aeronautical revenue development, and business and financial planning. Prior to the commencement of a project as requested hereunder, Provider shall furnish to the Airport Director a written estimate of the cost of the requested services and any associated travel costs, and obtain the Airport Director's final written approval to proceed. All materials, products, reports, documents, data, services and other items produced or provided by Provider under authority of this Agreement ("Deliverables") 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 federal, state, and local laws and regulations. .
  - 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. 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 terms and or conditions contained herein, shall constitute grounds for County to terminate this Agreement by giving to Provider five days advance written notice of termination.
  - 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 any 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 Deliverables 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 Deliverables. 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 performance under this Agreement at the rate of \$210 per hour for the services of senior level personnel, and \$100 per hour for the services of analyst level personnel. Per a billing schedule agreed upon at the time on call services are approved hereunder, Provider shall submit to County itemized invoices for all Deliverables provided to County. Approved travel expenses shall be separately itemized and are not included in the maximum cost for performance hereunder. County shall make payment to Provider in the full amount so invoiced within 30 days of receipt and approval of said invoices. County shall not be required to pay to Provider more than \$80,000 for work performed during the initial one year of the term of this Agreement. Thereafter, during each of the remaining four years of the term of this Agreement, the maximum billed by or paid to Provider for performance hereunder shall not exceed the amount appropriated annually by the Dane County Board for performance of services approved under the Agreement.

- VI. REPORTS. Provider shall provide reports and documentation as requested by County.
- VII. DELIVERY OF NOTICE. Notices, invoices and reports required under this Agreement shall be deemed delivered as of the date of receipt by the addressee if mailed or otherwise delivered to a party at the address set forth below.

County: Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704

Provider: Jeff Schulthess, Vice President  
Landrum & Brown, Incorporated  
11279 Cornell Park Drive  
Blue Ash, Ohio 45242

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 officers, boards, commissions, agencies, agents, 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 the acts or omissions of Provider or its subcontractors while furnishing Deliverables approved 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 officers, boards, commissions, agencies, agents, employees 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, boards, commissions, agencies, agents, employees and representatives under the indemnity provisions herein, Provider shall, at Provider's own expense, obtain and at all times during the term of this Agreement maintain in full force and effect the insurance coverages, limits, and endorsements listed below. Insurance policies procured hereunder shall preserve County's subrogation rights in all matters covered by Provider's insurance. Neither these requirements nor the County's review or acceptance of Provider's certificates of insurance are intended to limit or qualify the liabilities or obligations assumed by the Provider under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

*Commercial General Liability*

Provider shall maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Providers and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list Dane County as an Additional Insured.

*Commercial/Business Automobile Liability*

Provider shall maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Provider further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Provider does not own automobiles, Provider agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

*Workers' Compensation*

Provider shall maintain Workers Compensation insurance at Wisconsin statutory limits.

*Umbrella or Excess Liability*

Provider may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability through an Umbrella or Excess Liability policy. Provider shall have Dane County listed as an Additional Insured on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, and annually thereafter, Provider shall furnish County with Certificates of Insurance showing coverage as required herein 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 commencement date of this Agreement. Provider shall maintain coverage required herein for the duration of this Agreement and for one year following termination of the Agreement. Claims-Made policies obtained hereunder shall provide for a one year Extended Reporting Period commencing upon termination of this Agreement, and shall contain a provision that the insurer shall send to County written notice of cancellation or any material change in the policy or coverage at least 10 days in advance of the effective date thereof. 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.
- D. County, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. The making of any payment or acceptance of any service or product required by this Agreement shall not constitute a waiver by County of any breach of this Agreement or a waiver of any default of Provider, and the making of any payment or acceptance of any service or product by County while any default or breach exists shall not impair or prejudice the right of County to pursue any remedy for 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, or 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 its 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 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. 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."

XIII. PROVISIONS REQUIRED BY FEDERAL LAW. The provisions in this Section XIII 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 XIII 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 A 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 A, 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 A.
  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 A, 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 until Provider is in compliance; 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 A 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.

#### XIV. 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 on the first page 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 LANDRUM AND BROWN, INCORPORATED**



Date Signed: 9/6/2018

\_\_\_\_\_  
DAN BENZON, Executive Vice President

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

**EXHIBIT A**  
**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

## **EXHIBIT A**

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- 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)).
- 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 A**

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