

Dane County Contract Cover Sheet

Res 332
Significant

Dept./Division	Airport/Terminal
Vendor Name	Greater Madison Convention & Visitors Bureau d/b/a Destination Madison
Vendor MUNIS #	3052
Brief Contract Title/Description	Purchase of Services, Agreement to provide staffing and services for the Visitor's Information Center located at the Airport.
Contract Term	01/01/20 - 12/31/2022
Total Contract Amount	\$ Not to Exceed \$177,441.00

Contract # <small>Admin will assign</small>	13854
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<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

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input checked="" type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works) 2019 Act. 218 app 10/28	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	AIRTERM	Obj Code	32776	Amount	\$ 177,441.00
Req #	83	Org Code	Obj Code		Amount	\$
Year	2020	Org Code	Obj Code		Amount	\$

Resolution	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.					
	<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.				Res #	332
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
VG	Received by DOA	11/26/19		
ca	Controller		11/26/19	
ca	Purchasing	12/2/19	12/2/19	
	Corporation Counsel	11/27/19	12/2/19	
sl	Risk Management	11/27/19	11/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight, Airport Counsel	Name	Diane Morgenthaler/Michelle Andler
Phone #	(608) 246-3388	Phone #	(608) 441-2622
Email	knight@msnairport.com	Email	morgenthaler@visitmadison.com
Address	4000 International Lane Madison, WI 53704	Address	22 E Mifflin St. Suite 200 Madison, WI 53703

Certification: 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. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	11/18/19
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

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2019 RES-332

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

The Greater Madison Convention and Visitors Bureau (the "CVB") has for almost twenty years been welcoming travelers to the Dane County Regional Airport, providing Airport wayfinding guidance, and furnishing information on attractions, amenities and services available in Dane County. The CVB (here doing business as Destination Madison) remains uniquely positioned to provide knowledgeable and well-trained employees qualified to fulfill the special purpose requirements of staffing the Visitor's Information Center in the terminal building at the Dane County Regional Airport. The CVB will provide services at the Airport during critical hours every day of the week, including appropriately modified hours during holidays and special events. The parties have negotiated a three year Purchase of Services Agreement for the provision of visitor information services at a first year rate of \$57,693, with a 2.5% escalator applicable to the second and third years of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute, on behalf of the County of Dane, a Purchase of Services Agreement under which the Greater Madison Convention and Visitors Bureau, Inc., DBA Destination Madison, will provide visitor information services at the Dane County Regional Airport, as set forth above.

DANE COUNTY PURCHASE OF SERVICES AGREEMENT
Dane County Regional Airport Visitor Information Services



Number of Pages, Including Exhibits: 11
Agreement No. 13854
Expiration Date: December 31, 2022
Department: Airport
Maximum Cost: \$57,693 Contract Year 1
2.5% Increase Year 2 and Year 3
Registered Agent's Name and Address:

Michelle Andler
Greater Madison Convention & Visitors Bureau, Inc.
DBA Destination Madison
22 East Mifflin Street, Suite 200
Madison, Wisconsin 53703

THIS PURCHASE OF SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the County of Dane ("County"), a Wisconsin quasi-municipal corporation, and Greater Madison Convention & Visitors Bureau, Inc., a Wisconsin corporation, DBA Destination Madison ("Provider"), and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Airport Director, 4000 International Lane, Madison, Wisconsin 53704, desires to purchase services from Provider, whose address is 22 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, for the purpose of providing staffing and services for the Visitor's Information Center located at the Dane County Regional Airport (the "Airport"); and

WHEREAS PROVIDER is able and willing to provide the foregoing airport related services;

NOW, THEREFORE, County and Provider agree as follows.

- I. TERM. The term of this Agreement shall be three years, commencing on January 1, 2020, and expiring at 11:59 p.m. on December 31, 2022.
- II. SERVICES.
 - A. PROVIDER shall provide to County the services set forth in the attached Exhibit A.
 - 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 the provisions herein, directives of the Airport Director relating to Airport operations and management, and all federal, state, and local laws and regulations.

C. Provider shall secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of County nor shall they or any of them have or be deemed to have any direct contractual relationship with County.

D. Provider shall acquire and maintain any permits, licenses, or certifications required for performance hereunder

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, partnership interests, or membership interests, as applicable, of Provider in a single transaction or in multiple related transactions shall be deemed to be an assignment for purposes of this Agreement.

IV. TERMINATION.

A. The 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 or conditions contained herein, shall constitute grounds for County to terminate this Agreement by giving to Provider written notice of termination specifying a date of termination not less than thirty days after the date the notice is delivered to Provider.

B. Failure of the Dane County Board of Supervisors, or other funding source, to appropriate or provide sufficient funds to carry out County's obligations hereunder shall result in automatic termination of this Agreement as of the date such funds are no longer available.

C. In the event County terminates this Agreement as provided herein, Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the foregoing, Provider shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Provider, and County may withhold any payments to Provider for the purpose of set-off.

V. PAYMENT. COUNTY shall make payments for services provided under this Agreement as and in the manner specified in the attached Exhibit B.

VI. REPORTS. Provider shall provide reports as required in the attached Exhibit C.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox or at a United States post office, full and proper postage attached, and addressed to a party's address as set forth below.

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

Provider: Michelle Andler
Destination Madison
22 East Mifflin Street, Suite 200
Madison, Wisconsin 53703

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 engaged in activities related to 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 list Dane County as an Additional Insured.

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 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 Provider shall furnish County with Certificate(s) 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 insurance requirement contained in this Agreement, such waiver to be in writing only.

1. IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. The making of any payment or acceptance of performance under this Agreement shall not constitute a waiver by County of any existing or subsequent default or breach of this Agreement, and shall in not impair or prejudice the rights of County with respect to recovery of damages or other remedy as a result of such breach or default.. No waiver of a term or condition herein shall be effective or enforceable unless it is in writing signed by the waiving party.

- 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 is being paid \$20,000 or more per calendar year through contracts with COUNTY, PROVIDER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan meeting the requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, and the Americans with Disabilities Act of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances, and shall provide COUNTY with a copy of its discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by COUNTY during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If PROVIDER has less than twenty employees, but is being paid \$20,000 or more per calendar year through contracts with COUNTY, it may be required by COUNTY to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If PROVIDER submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.

 - B. PROVIDER shall comply with COUNTY's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by PROVIDER that may relate to affirmative action and non-discrimination. PROVIDER shall cooperate with COUNTY in developing, implementing and monitoring corrective action in the event PROVIDER is not in compliance with COUNTY's civil rights policies and procedures.

 - C. PROVIDER shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in compliance with COUNTY's policies and procedures and made available in languages and formats understandable to PROVIDER's clients, customers and employees.

 - D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

XII. 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 process.
- B. Appeal Process. Provider may appeal an adverse determination made by County's Contract Compliance Officer under this Section XII 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 D 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 D, 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 D.
 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 D, 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 D 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 and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- D. **Requirements of 29 CFR Part 1910.** This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the

compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

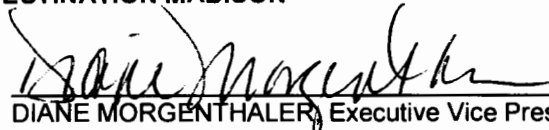
XIV. MISCELLANEOUS.

- 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 GREATER MADISON CONVENTION & VISITORS BUREAU, INC.
DBA DESTINATION MADISON**

Date Signed: 11/15/19


DIANE MORGENTHALER, Executive Vice President

FOR DANE COUNTY

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

Sunday and Monday Noon – 11:00 pm
Tuesday through Friday Noon – 10:00 pm
Saturday 2:00 pm – 7:00 pm

Exhibit A
Schedule of Services

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

Sunday and Monday	Noon – 11:00 pm
Tuesday through Friday	Noon – 10:00 pm
Saturday	2:00 pm – 7:00 pm

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

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

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

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

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

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

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

6. Provider shall explore options to improve the provision of services under the Agreement, including increased use of technology to enhance the customer experience. At least annual meetings with airport staff will be held to review performance.

EXHIBIT A

Exhibit B **Schedule of Payments**

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

1. The maximum amount billed or paid for the provision of services under the Agreement, including all associated costs and fees (the "Maximum Cost"), shall be \$57,693 during the first contract year, \$59,135 during the second contract year, and \$60,613 during the third and last contract year.
2. Within 15 days of the end of each calendar month in which services are provided under this Agreement, Provider shall invoice County for one-twelfth of the Maximum Cost applicable to the contract year during which the services were provided.
3. Invoices submitted under this Agreement shall be sent to:

Gene P. Meyers
Executive Deputy Airport Director
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704-3120

EXHIBIT B

Exhibit C **Reporting Requirements**

Reports required under this Agreement shall be as follows:

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

Gene P. Meyers
Executive Deputy Airport Director
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704-3120

EXHIBIT C EXHIBIT D

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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.*)).
- 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 D